AshBritt

CHARLEY Toppino & SONS, INC. KEY WEST

REDACTED COPY

RFP #: 26-008
Title: Service for Disaster Response

PROPOSER:

AshBritt Toppino, LLC
129 Toppino Industrial Drive
Key West, FL 33040
Phone: (954) 725-6992
Email: response@ashbritt.com

DELIVER TO:

City Clerk
City of Key West
1300 White Street
Key West, FL 33040

DUE DATE:

May 12, 2026
3:30 PM

PROPOSER CONTACT:

Brian Thomason – (954) 240-1110

MISSION

As the nation's leader in emergency management and disaster response, our team's mission is to support government agencies and communities in their time of need.

VALUES

Ensure safety, integrity, commitment to service, and teamwork.

VISION

Transform the industry through innovative and sound initiatives to support all communities with their environmental, infrastructure, and sustainability needs.

AshBritt

May 8, 2026

City Clerk
City of Key West
1300 White Street
Key West, FL 33040

RE: RFP # 26-008, Services for Disaster Response

Respected Evaluators,

AshBritt Toppino, LLC (AshBritt Toppino) is the formation of a long-standing relationship between AshBritt, Inc. (AshBritt), the nation's leading disaster response and government solutions provider, and Charley Toppino & Sons, Inc. (Toppino), Key West's leading general contractor. Together, we are pleased to respond to the City of Key West's RFP # 26-008 for Services for Disaster Response.

AshBritt Toppino brings together two firms with deep roots in the Florida Keys, forming a joint venture with the sole purpose of delivering locally managed debris management services to Florida Keys communities — backed by nationwide resources and emergency management expertise.

- **AshBritt, Inc.**'s first emergency response was in support of Hurricane Andrew in 1992. AshBritt was officially incorporated in South Florida in October 1992 and has since completed more than 600 emergency response and disaster recovery missions across the United States.
- **Charley Toppino & Sons, Inc.** is located on Rockland Key and has been "Building the Keys" with a host of construction services, including site development, demolition, aggregates, infrastructure, and disaster debris removal. Now led by its third and fourth generations of Keys families with a specific aptitude for handling challenges unique to Key West,, Toppino remains a deeply rooted community business with an enduring legacy in the Keys.

Shared Experience and Capabilities: AshBritt and Toppino first partnered in response to Hurricane Georges, which impacted the Florida Keys in 1998. Since then, the two companies have continued their collaboration on several disaster debris removal activations in the Keys, including response efforts in Key West following Hurricane Irma in 2017 and Hurricane Ian in 2022. As a team, we have removed 168,687 cubic yards of disaster generated debris for the City of Key West, including white goods, household hazardous waste, putrescent debris, sand and seagrass, and more.

AshBritt Toppino will leverage this shared experience to reduce risk, ensure safe operations, and deliver cost-effective services to the City of Key West in a professional and timely manner. AshBritt Toppino is in good standing with the Florida Secretary of State and maintains the resources, licenses, insurance, and bonding required to perform work under this contract. Together, the team has successfully completed 100% of the solicitation-required scope of work elements and has demonstrated proven methods for executing projects efficiently while meeting critical deadlines. In addition, AshBritt Toppino brings extensive expertise in navigating Federal Emergency Management Agency reimbursement programs, helping ensure compliant documentation and maximizing eligible cost recovery for the City.

Financial Strength: We maintain a current bonding capacity of $1 billion for a single project and $2 billion in aggregate work capacity. During operations supporting the United States Army Corps of Engineers mission following Hurricane Katrina, AshBritt successfully underwrote $100,000,000 in operations and we currently maintain $375,000,000 in company working capital.

Primary Contact for RFP
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Toll-Free: (800) 244-5094
Mobile: (954) 240-1110
bthomason@ashbritt.com

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Key West, Florida 33040
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Toll-Free: (800) 244-5094

Contacts with the Ability to Bind
Brittany Perkins Castillo
Richard Toppino
Office: (954) 725-6992
Mobile: (954) 818-4416
response@ashbritt.com

AshBritt Toppino explicitly accepts all conditions and requirements contained in this RFP. We appreciate your consideration and look forward to serving as the City's disaster recovery partner.

Sincerely,

Brittany Perkins Castillo
Authorized Member

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This Proposal contains confidential information and Trade Secrets.

"Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process that:
(a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
(b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The below pages in AshBritt's proposal contain trade secrets as follows:

Pages 95-99, 102-157, 161-168 contains independent economic value by presenting our business plan, designs, methodologies, strategies, software, and operational methods that have been internally developed throughout the years. If competitors gained access, they could replicate this information.

Financial statements and bank/bond reference letters disclose: Revenue, profit margins, debt levels, cash flow, liquidity, creditworthiness and borrowing capacity. Competitors could undercut bids when they know our margins and can assess how aggressively we can compete.

These are the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

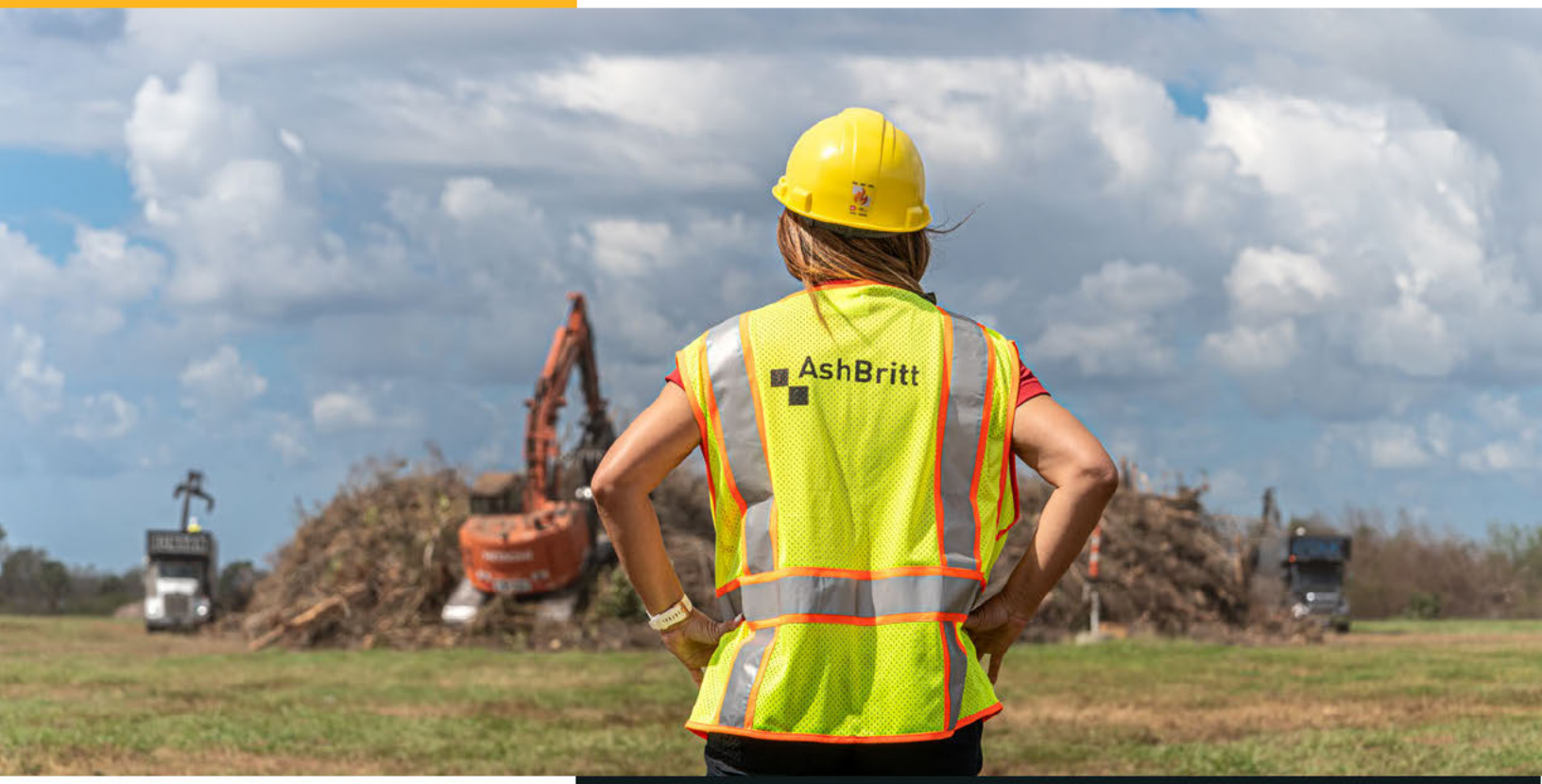
A redacted copy of our proposal has been included on both flash drives.

Table of Abbreviations

ACI	Air curtain incinerator
ACM	Asbestos-containing materials
ADA	Americans with Disability Act
AHA	Activity Hazard Analysis
C&D	Construction and demolition
CEMP	Comprehensive emergency management plan
CFR	Code of Federal Regulations
CQCM	Contractor Quality Control Management
DBE	Disadvantaged business enterprise
DFO	Disaster field office
DMS	Debris Management Site
DR	Disaster Relief (FEMA)
DSR	Damage survey report
EOC	Emergency Operations Center
EPA	Environmental Protection Agency
EPLS	Excluded Party List System
ER	Emergency Relief (FEMA)
FAR	Federal Acquisition Regulation
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FMAG	Fire Management Assistance Grant
HHW	Household hazardous waste
HMGP	Hazard Mitigation Grant Program
HUB	Historically Underutilized Business
ICS	Incident Command System
LSA	Logistical staging area
MBE	Minority-owned Business Enterprise
MOT	Maintenance of traffic
MRE	Meals ready-to-eat
MUTCD	Manual on Uniform Traffic Control Devices
NEPA	National Environmental Policy Act
NESHA	National Emission Standards for Hazardous Air Pollutants
NIMS	National Incident Management System
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
NTP	Notice-to-proceed
OCC	Office of Chief Counsel (FEMA)
OM	Operations Manager
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PAPPG	Public Assistance Program and Policy Guide (FEMA)
PDAT	Procurement Disaster Assistance Team (FEMA)
PMT	Project Management Team
PO	Purchase Order
POD	Point of distribution
PPDR	Private property debris removal
PPE	Personal protective equipment
PSA	Public service announcement
PW	Project Worksheet (FEMA)
QC	Quality control
QCM	Quality Control Manager
RACM	Regulated asbestos-containing material
ROE	Right-of-entry
ROV	Remotely operated vessel
ROW	Right-of-way
RSM	Recovered screened material
SAM	System for Award Management
SBE	Small Business Enterprise
SERT	State Emergency Response Team
SHPO	State Historic Preservation Office(r)
SOP	Standard operating procedures
TDMA	Temporary Debris Management Area
TDMS	Temporary Debris Management Site
TDSR	Temporary Debris Staging and Reduction Site
TO	Task Order
THPO	Tribal Historic Preservation Office(r)
USACE	U.S. Army Corps of Engineers
VBE	Veteran-owned Business Enterprise
WBE	Woman-owned Business Enterprise

TAB
1

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE



AshBritt

REQUIRED ATTACHMENTS

Tab 1. REQUIRED ATTACHMENTS

- **Acknowledged Addendums**

**** Please see the following pages for Acknowledged addendums ****

ADDENDUM NO. 1
Services for Disaster Response
RFP 26-008

This addendum is issued as supplemental information to the Request for Proposal package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal package is hereby amended in accordance with the following items:

1. **Clarification:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:**

   1) I am currently preparing the bid for the emergency response project and would like to clarify the acceptable methods for delivering the bid package.

   Could you please confirm the preferred way to submit the bid package?

   Answer: Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 26-008 Services for Disaster Response" addressed and delivered to the City Clerk Office at 1300 White Street, Key West, Florida 33040.

5. **Additional Resources:** [No Changes]

B.H.P.C.-t.K

Brittany Perkins Castillo, Authorized Member
Signature

Name of Business
AshBritt Toppino LLC

ADDENDUM NO. 2
Services for Disaster Response
RFP 26-008

This addendum is issued as supplemental information to the Request for Proposal package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal package is hereby amended in accordance with the following items:

1. **Clarification:** [No Changes]
2. **Changes to Submission Requirements:** [No Changes]
3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:**

1) Can the City confirm that the cost proposal will be evaluated solely using the 200,000 cubic yard scenario pricing, and that no other line items will be independently scored or evaluated?

1. Confirmed. For purposes of assigning the Cost Proposal score, the City will use the total price submitted for the 200,000 cubic yard pricing scenario identified in the RFP.

2) Would the City consider revising the cost proposal weighting from 40% to a range more consistent with current Florida practice, such as 15–30%?

1. No. The City is not modifying the evaluation criteria at this time. The Cost Proposal shall remain weighted at 40 points, as stated in the RFP.

3) The acronym “TOMS” is referenced throughout the RFP document. Please clarify whether the intended acronym is “TDMS” for Temporary Debris Management Site.

1. Confirmed. Any reference in the RFP to “TDMS” is intended to mean “TDMS,” or Temporary Debris Management Site. All such references shall be read and interpreted as “TDMS.

4) Page 47 lists both Attachment M and Attachment X with a requirement to include draft contract documents. Page 98 includes Exhibit C, FEMA Contract Provisions Template, which appears to contain draft contract documents. Considering Exhibit C appears to contain the draft contract provisions, what are proposers required to submit with Attachments M and X?
    1. Attachment M and Attachment X are duplicative references to the City's draft/sample contract documents. For purposes of proposal submission, Attachment X is removed from the list of required proposal submittals.

       Proposers shall include the draft contract documents provided in Exhibit C within their response under Attachment M. Proposers are not required to submit their own draft contract documents or create a separate contract form.
5) The means and methods of collecting, processing, and disposing of seaweed may differ from other types of vegetative debris. Table B currently includes seaweed under the vegetative debris collection line item. Will the City separate seaweed into its own bid line item?
    1. No. The City is not revising the pricing form at this time. Proposers shall price seaweed in accordance with Table B and the applicable vegetative debris line item provided in the RFP.

6) Table B states, "Hazardous Stump Removal (Ground Not Less Than 8″ Below Grade)." Please clarify whether the City is requesting eligible total stump removal or stump grinding only under this bid line item.
    1. The City of Key West has added this line item to Table-B provided below.
7) The means and methods of collecting, processing, and disposing of seaweed may differ from other types of vegetative debris. Table B currently includes seaweed under the vegetative debris collection line item. Will the City separate seaweed into its own bid line item?
    1. The City of Key West has added this line item to Table-B provided below.
8) Table B states, "Hazardous Stump Removal (Ground Not Less Than 8″ Below Grade)." Please clarify whether the City is requesting eligible total stump removal or stump grinding only under this bid line item.
    1. The City of Key West has added this line item to Table-B provided below.

9) Table B states, “Debris Removal from Canals and Waterways,” but does not specify whether the work is to be performed using land-based or water-based operations. Will the City separate this item into land-based and water-based operations?

1. The City of Key West has added this line item to Table-B provided below.

10) There is a substantial cost difference between demolition of RACM structures and non-RACM structures. Will the City add separate line items for RACM and non-RACM demolition, or should proposers base demolition pricing on non-RACM demolition only?

1. The City of Key West has added this line item to Table-B provided below.

11) There are no separate line items for debris reduction. Should debris reduction be priced as part of TDMS management? If so, what reduction method should proposers assume?

1. The City of Key West has added this line item to Table-B provided below.

12) Waterway debris removal may vary significantly in cost depending on whether land-based or marine-based equipment is required. Will the City separate these two operations, or should proposers assume all waterway debris removal will be performed using land-based equipment?

1. The City of Key West has added this line item to Table-B provided below.

Revised Table B included in this Addendum replaces the prior Table B in the RFP. Proposers shall use the revised Table B when submitting their cost proposal.

AshBritt Toppino has included the signed revised Table B in Tab 6, Evaluation Criteria 5: Cost

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PRICE FORM

DESCRIPTION OF SERVICES	U/M	Unit Price $
Collection and Processing		
Vegetative Debris Collection	Per Cubic Yard	
Vegetative Debris Collection – Seaweed	Per Cubic Yard	
Construction and Demolition Debris Collection	Per Cubic Yard	
White Goods Collection	Each	
Mixed Debris Collection	Per Cubic Yard	
TDMS Management, Processing and Loading	Per Cubic Yard	
Sand Screening and Placement	Per Cubic Yard	
CFC Removal from Compressors	Each	
Hazardous Waste Collection and Disposal	55 Gallon Drum	
Hauling for Final Disposal		
Hauling from TDMS to Final Disposal Site <200 Miles	Per Cubic Yard	
Dead Animal Carcass Hauling and Disposal	Per Pound	
Tree Debris Removal		
Hangers Removal	Per Tree	
Hazardous Tree Removal (Leaners)	Per Tree	
<12" to 24"	Per Tree	
>25" to 48"	Per Tree	
>49" to 72"	Per Tree	
> 72"	Per Tree	
Hazardous Stump Removal (Ground Not Less Than 8" Below Grade)		
<6" to 12"	Per Stump	
>13" to 24"	Per Stump	
>25" to 48"	Per Stump	

>49" to 72"	Per Stump	
> 72"	Per Stump	
Stump Backfill	Per Hole	
Hazardous Stump Removal– Total Stump Removal Including Root Ball	Per Stump	
Miscellaneous Services		
Demolition of Structures Wood Structures	Per Square Foot	
Demolition of Concrete Structures	Per Square Foot	
Demolition of a RACM Structure	Per Square Foot	
Demolition of a Non-RACM Structure	Per Square Foot	
Video Record of pre-and post-TDMS site	Each	
Phase I Environmental Audit	Each	
TDMS Site Restoration Grading	Per Square Yard	
Topsoil TDMS Site Restoration	Per Cubic Yard	
Sod TDMS Site Restoration	Per Square Yard	
Land Based Debris Removal	Per Cubic Yard	
Water Based Debris Removal – Including Canals and Waterways	Per Cubic Yard	
- Restoration of Canal Banks and Slopes	Per Liner Foot	
Sod Restoration of Canal banks and Slopes	Per Square Yard	
Fire Suppression Support	Each Unit	
Motor Vehicles Removal Towing right of way) including to TDMS	(from	Each
Motor Vehicles Removal (from canal) Including Towing to TDMS	Each	
Boat Removal (from right-of-way) Including Towing to TDMS	Linear Foot	
Emergency Potable Bottled	Cost Per Case	

Water (Pallet of .5 Litter 24/Cases)		
Emergency Delivery of Ice (Full Truck Load 10 lbs Bags)	Cost Per Truck Load	
Mobile Kitchen Facility to provide 10-100 meals per day	Each Unit	
Mobile Kitchen Facility to provide 101-200 meals per day	Each Unit	
Mobile Kitchen Facility to provide 201-300 meals per day	Each Unit	
Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	
Mobile Laundry Facility	Each Unit	
Mobile Restroom/Shower Facility	Each Unit	
Mobile Fueling Facility	Each Unit	
Mobile Satellite Communications Facility	Each Unit	
Mobile Automated Ticket Issue and Tracking System (Hail Pass or Equivalent)	Each Unit	
Debris Reduction – Compaction	Per Cubic Yard	
Debris Reduction - Grinding	Per Cubic Yard	
Debris Reduction - Burning	Per Cubic Yard	
Emergency Portable Power Generators		
>25KW	Each Unit	
>50 KW	Each Unit	
>100KW	Each Unit	
>250KW	Each Unit	
>500KW	Each Unit	
Portable Dewater Pump 6"	Each Unit	
Manhole and Catch Basin Cleaning	Each Catch Basin	
Storm Drain Piping Cleaning	Per Linear Foot	

Signed pricing can be found in our proposal under evaluation Criteria #5.

Name of Contractor **Signature of Contractor**

_____

Title

13) Will the City consider annual contract price increases based on Consumer Price Index data issued by the U.S. Bureau of Labor Statistics at the time of renewal?

1. No. The City will not include an automatic annual CPI adjustment in the contract.

14) The RFP includes references to tasks that may be considered debris monitoring under FEMA guidance. Can the City confirm that the debris removal contractor will not serve as the City's independent debris monitoring contractor or perform FEMA reimbursement validation functions?

1. Confirmed. The debris removal contractor shall not serve as the City's independent debris monitoring contractor, these services are fulfilled through an alternative City Contract for Debris Moniroting Services.

15) It is unclear how proposers should demonstrate compliance with the Minimum Requirements listed in Section 2.2. Attachment Y addresses some minimum qualifications but not all. Will the City update Attachment Y to include the entire scope of Section 2.2 Minimum Requirements?

1. Please include all the following documentation in regard to Attachment Y – Letter Regarding Experience:
    1. At least five years of experience in conducting disaster recovery logistical support and debris removal operations.
    2. Knowledge and experience in FEMA public assistance reimbursement procedures; and
    3. Contractor Has provided services similar to those required to at least one jurisdiction with a population of 30,000.
    4. Proposer confirms that it has a minimum of five years of experience providing disaster response and/or disaster recovery services for municipal, county, state, or other governmental entities.
    5. Proposer confirms that it has demonstrated knowledge and experience with FEMA and State Public Assistance eligibility, documentation, reimbursement procedures, and related compliance requirements.

6. Proposer confirms that it has provided services similar in scope to those required under this solicitation for a minimum of five jurisdictions of similar size and complexity to the City. Provide Jurisdiction / Client, Population / Size Complexity, Services Provided, Disaster / Event, Dates of Services, Contact Information (Name, Title, Phone Number.

16) The "Acknowledgement of OSHA Standards" form appears to be included as both Attachment K and Attachment T. Will the City remove one of these attachments from the proposal requirements to reduce redundancy?

1. Confirmed. Attachment K and Attachment T are duplicative.

   Proposers are only required to submit one completed Acknowledgement of Conformance with O.S.H.A. Standards form. For purposes of proposal submission, submission of Attachment K shall satisfy this requirement.

17) The RFP states that proposers must provide one original and two flash drives. Please confirm that no additional proposal copies are required.

1. Confirmed. Proposers shall submit one original hard copy and two flash drives.

18) Please confirm whether proposers are required to complete and submit the FEMA contract provisions with their proposal.

1. Proposers are not required to complete, rewrite, or separately submit the FEMA contract provisions template with their proposal.

19) The RFP includes evaluation criteria and a forms listing. Is there a required proposal format? Are proposers expected to satisfy the evaluation criteria through the forms alone, or through narrative sections in addition to the required forms?

1. Proposers shall organize their proposal in a manner that clearly addresses each evaluation criterion stated in the RFP, including qualifications and experience, operations plan, financial stability, past performance, cost proposal, and any other stated evaluation categories.

   The required forms, affidavits, certifications, pricing forms, and attachments must also be completed and included with the proposal.

20) What method of reduction will be used for vegetative debris, such as compaction, grinding, or burning?

1. The method of reduction for vegetative debris will be determined by the City based on event-specific conditions, available TDMS capacity, regulatory approvals, environmental requirements, air quality requirements, site conditions, safety considerations, operational needs, and FEMA eligibility requirements.

5. Additional Resources: [No Changes]

Brittany Perkins Castillo, Authorized Member
Signature

Name of Business AshBritt Toppino LLC

AshBritt Toppino has included the signed revised Table B in Tab 6. Evaluation Criteria 5: Cost

LIMITED/NARROW ADDENDUM NO. 3
Services for Disaster Response
RFP 26-008

Addendum No. 3 is issued for the limited purpose of providing a corrected **Cost Proposal Form for Table B**. This Addendum does not reopen the Request for Information period and does not otherwise modify the solicitation except as expressly stated herein.

This Addendum is issued as supplemental information to the Request for Proposal package to clarify and correct certain matters related to the Cost Proposal Form for Table B. The referenced Request for Proposal package is hereby amended only as provided below:

1. **Clarification:** [No Changes]
2. **Changes to Submission Requirements:**

1) Following issuance of Addendum No. 2, the City reviewed the solicitation documents and Addendum #2 and determined that a corrected version of Table B should be issued to ensure consistency in cost proposal submissions. Addendum No. 3 is issued solely for that limited purpose.

Proposers shall use and submit the Cost Proposal Form issued with Addendum No. 3 as the controlling version of Table B. For ease of reference, the corrected Cost Proposal Form is included with Addendum No. 3 and has also been uploaded to DemandStar as a separate standalone attachment for all Proposers to reference. Proposers may complete Table B either within Addendum No. 3 or by submitting the standalone Cost Proposal Form; however, in either case, the version issued with Addendum No. 3 shall control.

The Cost Proposal Form issued with Addendum No. 3 supersedes and replaces any prior version of Table B, including the version previously issued with Addendum No. 2. Proposers are advised that the Table B form included with Addendum No. 2 contained typographical errors and/or

formatting inconsistencies. Proposers shall not use any prior version of Table B when preparing their proposal.

Except as expressly modified by Addendum No. 3, all other terms, conditions, requirements, deadlines, evaluation criteria, forms, and provisions of the solicitation remain unchanged.

3. **Updates to Project Timeline:** [No Changes]
4. **Responses to Questions:** [No Changes]
5. **Additional Resources:**

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PRICE FORM

DESCRIPTION OF SERVICES	U/M	Unit Price $
Collection and Processing		
Vegetative Debris Collection	Per Cubic Yard	
Vegetative Debris Collection – Seaweed	Per Cubic Yard	
Construction and Demolition Debris Collection	Per Cubic Yard	
White Goods Collection	Each	
Mixed Debris Collection	Per Cubic Yard	
TDMS Management, Processing and Loading	Per Cubic Yard	
Sand Screening and Placement	Per Cubic Yard	
CFC Removal from Compressors	Each	
Hazardous Waste Collection and Disposal	55 Gallon Drum	
Hauling for Final Disposal		
Hauling from TDMS to Final Disposal Site <200 Miles	Per Cubic Yard	
Dead Animal Carcass Hauling and Disposal	Per Pound	
Tree Debris Removal		
Hangers Removal	Per Tree	
Hazardous Tree Removal	Per Tree	

(Leaners)		
<12" to 24"	Per Tree	
>25" to 48"	Per Tree	
>49" to 72"	Per Tree	
> 72"	Per Tree	
Hazardous Stump Removal (Ground Not Less Than 8" Below Grade)		
<6" to 12"	Per Stump	
>13" to 24"	Per Stump	
>25" to 48"	Per Stump	
>49" to 72"	Per Stump	
> 72"	Per Stump	
Stump Backfill	Per Hole	
Hazardous Stump Removal– Total Stump Removal Including Root Ball	Per Stump	
Miscellaneous Services		
Demolition of Structures Wood Structures	Per Square Foot	
Demolition of Concrete Structures	Per Square Foot	
Demolition of a RACM Structure	Per Square Foot	
Demolition of a Non-RACM Structure	Per Square Foot	
Video Record of pre-and post-TDMS site	Each	
Phase I Environmental Audit	Each	
TDMS Site Restoration Grading	Per Square Yard	
Topsoil TDMS Site Restoration	Per Cubic Yard	
Sod TDMS Site Restoration	Per Square Yard	
Land Based Debris Removal from Canals and Waterways	Per Cubic Yard	
Water Based Debris Removal from Canals and Waterways	Per Cubic Yard	
- Restoration of Canal Banks and Slopes	Per Liner Foot	
Sod Restoration of Canal banks and Slopes	Per Square Yard	

Fire Suppression Support	Each Unit	
Motor Vehicles Removal Towing right of way) including to TDMS	Each	
Motor Vehicles Removal (from canal) Including Towing to TDMS	Each	
Boat Removal (from right-of-way) Including Towing to TDMS	Linear Foot	
Emergency Potable Bottled Water (Pallet of .5 Litter 24/Cases)	Cost Per Case	
Emergency Delivery of Ice (Full Truck Load 10 lbs Bags)	Cost Per Truck Load	
Mobile Kitchen Facility to provide 10-100 meals per day	Each Unit	
Mobile Kitchen Facility to provide 101-200 meals per day	Each Unit	
Mobile Kitchen Facility to provide 201-300 meals per day	Each Unit	
Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	
Mobile Laundry Facility	Each Unit	
Mobile Restroom/Shower Facility	Each Unit	
Mobile Fueling Facility	Each Unit	
Mobile Satellite Communications Facility	Each Unit	
Mobile Automated Ticket Issue and Tracking System (Hail Pass or Equivalent)	Each Unit	
Debris Reduction – Compaction	Per Cubic Yard	
Debris Reduction - Grinding	Per Cubic Yard	
Debris Reduction - Burning	Per Cubic Yard	
Emergency Portable Power Generators		
>25KW	Each Unit Per Day	
>50 KW	Each Unit Per Day	

>100KW	Each Unit Per Day	
>250KW	Each Unit Per Day	
>500KW	Each Unit Per Day	
Portable Dewater Pump 6"	Each Unit Per Day	
Manhole and Catch Basin Cleaning	Each Catch Basin	
Storm Drain Piping Cleaning	Per Linear Foot	

AshBritt Toppino LLC
Name of Contractor

Signature of Contractor

Authorized Member
Title

Signature

Name of Business

Attachment A. Anti-Kickback Affidavit

**** Please see the following pages for the Attachment ****

ATTACHMENT A - ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Broward)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: BPCast, LL

Sworn and subscribed before me this 4th day of May 2026.

Jacqueline Ryan

NOTARY PUBLIC, State of Florida at Large

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

My Commission Expires: 04/08/2027

Attachment B. Sworn Statement on Public Entity Crimes

**** Please see the following pages for the Attachment ****

ATTACHMENT B - SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal or Proposal for _____

   the City of Key West

2. This sworn statement is submitted by AshBritt Toppino LLC
   (name of entity submitting sworn statement)
   whose business address is 129 Toppino Industrial Drive, Key West, FL 33040

   and (if applicable) its Federal Employer Identification Number (FEIN) is _____

   93-1746760

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____

3. My name is Brittany Perkins Castillo
   (please print name of individual signing)

   and my relationship to the entity named above is Authorized Member

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Proposal or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

    ✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

    _____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

    _____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined

that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

BPC.f.12

(signature)

05/04/2026

(date)

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Brittany Perkins Castillo who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this 4th day of May, 2026.

My commission expires: 04/08/2027

Jacqueline Ryan

NOTARY PUBLIC

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

Attachment C. City of Key West Indemnification Form

**** Please see the following pages for the Attachment ****

ATTACHMENT C - CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the Proposal documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: AshBritt Toppino LLC
129 Toppino Industrial Drive, Key West, FL 33040 SEAL:
Address

BPC for LL
Signature

Brittany Perkins Castillo
Print Name

Authorized Member
Title

DATE: 05/04/2026

Attachment D. Equal Benefits for Domestic Partners Affidavit

**** Please see the following pages for the Attachment ****

ATTACHMENT D - EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Broward)

I, the undersigned hereby duly sworn, depose and say that the firm of AshBritt Toppino LLC

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: BPC

Sworn and subscribed before me this 4th day of May 20 26.

Jacqueline Ryan

NOTARY PUBLIC, State of Florida at Large

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

My Commission Expires: 04/08/2027

Attachment E. Cone of Silence Affidavit

**** Please see the following pages for the Attachment ****

ATTACHMENT E - CONE OF SILENCE AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Broward)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of AshBritt Toppino LLC have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

4th day of May 20 26.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 04/08/2027

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

Attachment F. Non-Collusion Affidavit

**** Please see the following pages for the Attachment ****

ATTACHMENT F - NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

Broward :

SS COUNTY OF ~~MONROE~~)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: BPR act. IL

Sworn and subscribed before me this

4th day of May, 20 26

Jacqueline Ryan

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 04/08/2027

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

Attachment G. City of Key West E-Verify Affidavit

**** Please see the following pages for the Attachment ****

ATTACHMENT G - THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all Contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned Contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned Contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any Subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, Contractor will secure from such Subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the Subcontractor(s) to provide an affidavit attesting that the Subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and proposal costs, if applicable.

05/04/2026
Date

(Signature of Authorized Representative)

State of Florida,
County of Broward,

Personally Appeared Before Me, the undersigned authority, Brittany Perkins Castillo who, ☑ being personally know or ☐ having produced his/her signature in the space provided above on this 4th day of May, 20 26.

Signature, Notary Public

04/08/2027
Commission Expires

Stamp/Seal:

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

Attachment H. Affidavit Attesting to Noncoercive Conduct for Labor Services

**** Please see the following pages for the Attachment ****

ATTACHMENT H - AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: AshBritt Toppino LLC
Vendor FEIN: 93-1746760
Vendor's Authorized Representative: Brittany Perkins Castillo, Authorized Member
(Name and Title)
Address: 129 Toppino Industrial Drive
City: Key West State: FL Zip: 33040
Phone Number: 954-725-6992
Email Address: response@ashbritt.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to a Proposal by same.

Certified By: Brittany Perkins Castillo, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: BPCast. IL
Print Name: Brittany Perkins Castillo
Title: Authorized Member

Attachment I. Vendor Certification Regarding Scrutinized Companies Lists

**** Please see the following pages for the Attachment ****

ATTACHMENT I - VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: AshBritt Toppino LLC

Vendor FEIN: 93-1746760

Vendor's Authorized Representative Name and Title: Brittany Perkins Castillo, Authorized Member

Address: 129 Toppino Industrial Drive

City: Key West State: FL Zip: 33040

Phone Number: 954-725-6992

Email Address: response@ashbritt.com

Section 287.135(2)(a), Florida Statutes, prohibits a company from proposing on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from Proposing on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By: Brittany Perkins Castillo, Authorized Member

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: BPCastillo

Attachment J. Conflict of Interest Statement

**** Please see the following pages for the Attachment ****

ATTACHMENT J - CONFLICT OF INTREST STATEMENT

Respondent shall disclose any actual or potential conflict of interest known to Respondent under Chapter 112, Part III, Florida Statutes, and any material relationship between Respondent and any current City officer, employee, elected official, appointed official, or evaluation committee member that could reasonably be perceived as affecting impartiality. If none, state "None."

Disclosure:

None

The undersigned certifies under penalty of perjury that the foregoing disclosure is true, complete, and current as of the date signed and that Respondent will supplement this disclosure promptly if circumstances change.

Respondent: AshBritt Toppino LLC

By: BPCastillo

Printed Name / Title: Brittany Perkins Castillo, Authorized Member

Date: 05/04/2026

Attachment K. Acknowledgement of Conformance with OSHA Standards

**** Please see the following pages for the Attachment ****

ATTACHMENT K - ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO: City of Key West

Contractor's Name: AshBritt Toppino LLC, Hereby acknowledges and agrees that they have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City, its officers, employees, and Contractors against any and all legal liability or loss the City, its officers, Agents, employees, and Contractors may incur due to failure to comply with such act.

ATTEST

ATTEST

AshBritt Toppino LLC
Contractor's Name

By:

Title: Authorized Member

Date: 05/04/2026

Attachment L. Copy of State of Florida Corporate Filings

**** Please see the following pages for the Attachment ****

ATTACHMENT L –
COPY OF STATE OF FLORIDA CORPORATE FILINGS;
OR
ARTICLES OF INCORPORATION
AS REQUIRED;
THE SECRETARY OF STATE, FLORIDA
CITY OF KEY WEST BUSINESS TAX RECEIPT

State of Florida
Department of State

I certify from the records of this office that ASHBRITT TOPPINO LLC is a limited liability company organized under the laws of the State of Florida, filed on June 5, 2023.

The document number of this limited liability company is L23000269607.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026, that its most recent annual report was filed on April 29, 2026, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of April, 2026

Secretary of State

Tracking Number: 3295765165CR

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by Entity Name

Florida Limited Liability Company
ASHBRITT TOPPINO LLC

Filing Information

Document Number	L23000269607
FEI/EIN Number	APPLIED FOR
Date Filed	06/05/2023
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/29/2026

Principal Address

129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040

Mailing Address

129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040

Registered Agent Name & Address

TOPPINO, RICHARD
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040

Name Changed: 04/29/2026

Authorized Person(s) Detail

Name & Address

Title AP

TOPPINO, RICHARD
129 TOPPINO INDUSTRIAL DR
KEY WEST, FL 33040

Title AP

CASTILLO, BRITTANY
565 E HILLSBORO BLVD
DEERFIELD BEACH, FL 33441

Title MBR

ASHBRITT, INC.
565 E HILLSBORO BLVD L DRIVE
DEERFIELD BEACH, FL 33441

Title MBR

CHARLEY TOPPINO & SONS, INC
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040

Annual Reports

Report Year	Filed Date
2024	05/01/2024
2025	04/29/2026
2026	04/29/2026

Document Images

04/29/2026 -- REINSTATEMENT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
06/08/2023 -- LC Amendment	View image in PDF format
06/05/2023 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name: Charley Toppino & Sons Inc
Location Address: 2011 Flagler Ave , Key West, FL 33040
License NBR/Class: 23997 BTR LICENSES AND PERMITS
Expiration Date: **09/30/2026**

BTR - General Contractor

Comments:
Restrictions: DBPR #CGC1518488 (8/31/24)

This document must be prominently displayed.

Charley Toppino & Sons Inc
PO BOX 787 KEY WEST FL 33041

TOPPINO, FRANK
PO BOX 787 KEY WEST FL 33041

Attachment M. Copy of Draft Contract Documents

**** Please see the following pages for the Attachment ****

ATTACHMENT M – COPY OF DRAFT CONTRACT DOCUMENTS

Contract Provisions Guide

Navigating Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contract Under Federal Awards

Procurement Under Grants Division

Version 2, Effective October 1, 2024

(FI-207-21-0001)

FEMA

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Introduction

Recipients and subrecipients of grant funding from the Federal Emergency Management Agency (FEMA) will often use contractors to help them carry out work under their awards. These contracts are only between the recipients and subrecipients and their contractor. FEMA has no contractual relationship with the recipient's or subrecipient's contractors.

Although FEMA is not a party to those contracts, if a recipient or subrecipient is using federal funding to pay for the contract, the recipient or subrecipient must comply with applicable federal laws, including the federal procurement standards. Title 2 of the Code of Federal Regulations (C.F.R.), Part 200, sections 200.317 – 200.327. 2 C.F.R. § 200.327 describes the federal procurement standards that recipients and subrecipients must follow. Most important for this guide, 2 C.F.R. 200.327 states that "recipient's or subrecipient's contracts *must contain the applicable provisions* described in Appendix II of this part" (emphasis added).

Prior to purchasing goods and services under a FEMA award, recipients and subrecipients must first determine the applicable federal procurement standards. The federal award or the disaster declaration date determines the applicable federal procurement standards including the required contract provisions in 2 C.F.R. Part 200 because the Office of Management and Budget (OMB) revises the standards periodically. This document applies to all FEMA awards made or disasters declared on or after October 1, 2024, and includes OMB Revisions to the federal procurement standards effective on October 1, 2024.

Additionally, recipient and subrecipient must consider if their contracts are subject the Build America, Buy America Act (BABAA). For certain FEMA award recipients' and subrecipients' infrastructure projects made on or after October 23, 2023, that are subject to BABAA, those contracts must include a BABAA contract provision.

For FEMA awards made or disasters declared between November 12, 2020, through September 30, 2024, please refer to the Contract Provisions Guide dated June 2021 for the required federal contract provisions. For FEMA awards made or disasters declared *before* November 12, 2020, please refer to the Contract Provisions Template for required federal contract provisions. For questions regarding applicable federal procurement standards including the required contract provisions, please contact the FEMA Procurement Under Grants Division.

FEMA designed this document to help FEMA recipients and subrecipients navigate Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. This document:

- Describes contract clauses where 2 C.F.R. Part 200 requires clauses to be included.
- Provides suggested language or references to find suggested language for some of the federally required clauses.

- Provides required language for clauses that require recipient and subrecipient contracts to include specific language.
- Provides *recommended* contract clauses that are pursuant to FEMA's authorities.
- Provides sample language for some of the federally recommended clauses.

This document does *not*:

- Mandate specific language.
- Provide sample language for certain federally required or recommended clauses that must be drafted in accordance with the recipient's or subrecipient's applicable laws, rules, and procedures.
- Provide contract provisions required by applicable state, tribal, or local laws or rules separate from the federal procurement standards.

Many of the provisions described in this document only apply when certain circumstances are present, such as the type of work being procured, the dollar amount, or the date when it is procured. Each section will describe the applicable requirements. *See* Table A for applicability of required contract provisions and Table B for *recommended* contract provisions by FEMA.

Finally, **FEMA does not recommend incorporating the contract provisions by reference in your contracts**. FEMA recommends including the name of the recipient or subrecipient conducting the purchase under a FEMA award in the blank sections when using sample language from this Guide.

NOTE: The recipient or subrecipient is solely responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. Part 200, including 2 C.F.R. § 200.327 and Appendix II. Additionally, the required language noted below is current as of the date of the publication of this document and it is the recipient's and subrecipient's responsibility to ensure the required language used in the contract is consistent with applicable statutes. While the Contract Provisions Guide provides general guidance, recipients or subrecipients should reach out to their applicable FEMA grant program representative(s) if they have specific questions on the applicability of the contract provisions to a particular FEMA grant program.

Contract Provisions Quick Reference Guide

Table A and Table B help FEMA recipients and subrecipients quickly check the applicability of a specific contract provision and if sample contract language is in this Guide.

The Tables are divided between the required contract provisions in 2 C.F.R. Part 200 and Appendix II and those provisions that FEMA recommends .

Table A: Required Contract Provisions

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included	Grant Program Applicability
1	Legal/contractual /administrative remedies for breach of contract (A)	Contract is greater than the Federal simplified acquisition threshold (SAT), currently $250,000.	No. Based on the recipient's or subrecipient's procedures.	All. **NOTE:** AFG must include a penalty clause in all contracts for any AFG-funded vehicle.
2	Termination for cause and convenience (B)	Contract is greater than $10,000.	No. Based on the recipient's or subrecipient's procedures.	All
3	Davis-Bacon Act (D)	Contracts and subcontracts for construction work over $2,000; required language at 29 C.F.R. § 5.5(a).	Yes, via reference to required language at 29 C.F.R. § 5.5(a).	Required for EMPG, HSGP, NSGP, THSGP, PSGP, TSGP, IPR, and HHPD.
4	Copeland "Anti-Kickback" Act (D)	Contracts and subcontracts for construction work over $2,000.	Yes	Required for EMPG, HSGP, NSGP, THSGP, PSGP, TSGP, IPR, and HHPD.
5	Contract Work Hours and Safety Standards Act (E)	Contracts and subcontracts over $100,000 and if for mechanics or laborers; exact language required from 29 C.F.R. § 5.5(b).	Yes. Exact language required from 29 C.F.R. § 5.5(b).	All

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included	Grant Program Applicability
6	Rights to inventions made under a contract or agreement (F)	Funding agreement.	Yes	This clause is **not** required under the PA, HMGP, FMA, PDM, FMAG, HMGP Post Fire, CCP, DCM, IHP-ONA, or Safeguarding Tomorrow RLF programs, as FEMA Awards under these programs do not meet the definition of "funding agreement".
7	Clean Air Act and federal Water Pollution Control Act (G)	Contracts and subcontracts greater than $150,000.	Yes	All
8	Debarment and Suspension (H)	Contracts and subcontracts greater than $25,000 or more.	Yes	All
9	Byrd Anti-Lobbying Amendment (I)	Contracts and subcontracts greater than $100,000. Clause and certification required.	Yes. Clause and certification.	All
10	Procurement of Recovered Materials (J)	Only applies if a recipient or subrecipient is a state or political subdivision of a state; work involves the use of materials, and the contract is for more than $10,000. **NOTE:** Not applicable for Indian Tribes and nonprofits.	Yes	All
11	Prohibition on Contracting for Covered Telecommunications Equipment or Services (K)	Contracts and subcontracts under FEMA declaration or grant award issued on or after November 12, 2020.	Yes	All

	Provision (Appendix II Section)	Applicability	Sample Contract Language Included	Grant Program Applicability
12	Domestic Preferences for Procurements (L)	Contracts under FEMA declaration or grant award issued on or after November 12, 2020.	Yes	All
13	Build America, Buy America Act (BABAA) (M)	Infrastructure projects under applicable grant awards issued on or after January 2, 2023.	Yes	FEMA financial assistance programs subject to BABBA.

Table B: Recommended Contract Provisions

	Provision	Applicability	Sample Contract Language Included
1	Access to Records	All	Yes
2	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3	DHS Seal, Logo, and Flags	All	Yes
4	Compliance with Federal Law, Regulations, and Executive Orders	All	Yes
5	No Obligation by Federal Government	All	Yes
6	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes
7	Copyright	All procurements that may involve creation of copyrightable material.	Yes
8	Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts	FEMA financial assistance programs subject to BABAA.	Yes

Required Contract Provisions

1. Remedies

Contracts must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.[1]

1.1 Applicability

This contract provision is required for contracts over the SAT,[2] currently set at $250,000 for procurements made on or after June 20, 2018.[3] For all other contracts at or below the SAT under FEMA programs, FEMA suggests including a remedies provision, but this is not required.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant Program (AFG), recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount.[4] This clause must state that if a vendor fails to deliver the vehicle by the contract date or otherwise fails to perform, a penalty of at least $100 per day applies. This penalty continues until the recipient accepts the vehicle, compliant with the terms of the contract.[5] The penalty clause should excuse delays caused by *force majeure* or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information.

2. Termination for Cause and Convenience

Contracts must address termination for cause and for convenience by the recipient or subrecipient, including the manner by which termination will occur and the basis for settlement.[6]

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[1] 2 C.F.R. Part 200, Appendix II, § A.
[2] FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.
[3] 2 C.F.R. Part 200, Appendix II, § A.
[4] *E.g.*, Fiscal Year 2023 Assistance to Firefighters Grant Program Notice of Funding Opportunity, available at https://www.grants.gov/search-results-detail/351954.
[5] *Id.*
[6] 2 C.F.R. Part 200, Appendix II, § B.

2.1 Applicability

This contract provision is required for contracts and purchase orders exceeding $10,000.[7] For contracts at or below $10,000, FEMA suggests including a termination for cause provision, but this is not required.

2.2 Additional Considerations

FEMA recommends that termination clauses be actionable and specific. For example, a termination clause that allows for 60-day notice of termination for a contract with a 30-day duration may not be actionable. Additionally, if a contract allows for due oral or written notice of termination, it should specify what is considered due oral or written notice.

3. Davis-Bacon Act

The Davis-Bacon Act requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination.[8] Further, contractors are required to pay wages at least once per week.[9] Additional requirements are listed below, and relevant definitions are found at 29 C.F.R. § 5.2. Recipients and subrecipients should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.[10]

3.1 Applicability

When required by the federal program legislation, all prime construction contracts over $2,000 awarded by recipients or subrecipients must include a provision for compliance with the Davis-Bacon Act.[11]

The Davis-Bacon Act does not apply to all FEMA financial assistance programs. Recipients and subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Davis-Bacon Act clause is not required for procurements under FEMA's Public Assistance (PA) or Hazard Mitigation Assistance (HMA) Programs.

3.2 Additional Requirements

If applicable, the recipient or subrecipient must also do the following:

[7] *Id.*
[8] 40 U.S.C. § 3141-3144 and 3146-3148.
[9] 40 U.S.C. § 3142.
[10] The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).
[11] 2 C.F.R. Part 200, Appendix II, § D.

- The recipient or subrecipient must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The recipient or subrecipient must report all suspected or reported violations to the federal agency.[12]

- Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act.[13] *See* Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this document for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the recipient or subrecipient may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the recipient's or subrecipient's contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11)[14] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[15]

3.3 Required Language[16]

If applicable per the standard described above, the recipient or subrecipient must include the entire provisions at 29 C.F.R. § 5.5(a)(1)-(11) into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[17]

4. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[18] Additional requirements are listed below, and relevant definitions are found at 29 C.F.R. § 3.2. The regulations help enforce the Davis-Bacon Act's minimum wage provisions and similar statutes with minimum wage provisions for federally assisted construction.[19]

[12] 2 C.F.R. Part 200, Appendix II, § D.
[13] *Id.*
[14] 29 C.F.R. § 5.5(a)(6).
[15] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. § Part 5.
[16] 29 C.F.R. § 5.5(a).
[17] 29 C.F.R. § 5.5(a)(6).
[18] 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).
[19] 29 C.F.R. § 3.1.

4.1 Applicability

For all prime construction contracts above $2,000 and when the Davis-Bacon Act also applies,[20] recipients or subrecipients must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[21] The Copeland "Anti-Kickback" Act does not apply to all FEMA financial assistance programs. Recipients or subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Copeland "Anti-Kickback" Act clause is not federally required for procurements under FEMA's PA or HMA Programs.

4.2 Additional Requirements

If applicable, the recipient or subrecipient must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[22] According to the implementing regulations for the Davis-Bacon Act, the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision for the Davis-Bacon Act. Therefore, a separate contract provision is not necessary. However, the recipient or subrecipient may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The recipient or subrecipient must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[23]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act.[24] The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[25]

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[26]

4.3 Suggested Language

The following provides a sample contract clause:

[20] 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[21] 2 C.F.R. Part 200, Appendix II, § D.
[22] *Id.*
[23] *Id.*
[24] 29 C.F.R. § 3.3(b).
[25] 29 C.F.R. § 3.4(a).
[26] 40 U.S.C. § 3145; 29 C.F.R. Part 3.

"**Compliance with the Copeland "Anti-Kickback" Act.**

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

Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as 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 these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act

Where applicable,[27] contracts must include a provision for compliance with statutory requirements on work hours and safety standards.[28] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

5.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[29] These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market. These requirements also do not apply to contracts for transportation or transmission of intelligence.[30]

5.2 Additional Requirements

If applicable per the standard described above, the recipient or subrecipient must include the provisions at 29 C.F.R. § 5.5(b)(1)-(5), verbatim, into all applicable contracts. All applicable contractors must include these provisions, in full, into any subcontracts.[31]

[27] 40 U.S.C. §§ 3701-3708.
[28] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5, 2 C.F.R. Part 200, Appendix II, §E.
[29] 2 C.F.R. Part 200, Appendix II, § E.
[30] *Id.*
[31] 29 C.F.R. § 5.5(b)(1), (4).

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(5), the recipient or subrecipient must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c) in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1. Specific language is not required, but FEMA has provided suggested language below.

5.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(5) is provided below for ease of reference. The language provided is current as of the date of publication of the Contract Provisions Guide. Because 29 C.F.R. § 5 may be updated periodically, recipients and subrecipients are encouraged to reference the regulations for the most current language.

"**Compliance with the Contract Work Hours and Safety Standards Act.**

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 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 (b)(1).

(3) *Withholding for unpaid wages and liquidated damages—*

(i) *Withholding Process*. The (insert name of recipient or subrecipient) may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the

contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation*. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part."

5.4 Suggested Language

For contracts covered only by the Contract Work Hours and Safety Standards Act and not other laws listed in 29 C.F.R. § 5.1 requiring a contract clause, FEMA suggests including the following language:

"**Further Compliance with the Contract Work Hours and Safety Standards Act.**

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

6. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[32] and the recipient or subrecipient enters any contract with a small business firm or nonprofit organization involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[32] Funding agreement definition found under 37 C.F.R. § 401.2(a).

6.1 Applicability

This provision does not apply to all FEMA financial assistance programs. Recipients and subrecipients should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

6.2 Key Definitions

Funding Agreements*:* The regulation at 37 C.F.R. § 401.2(a) defines funding agreement as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal Government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

7. Clean Air Act and Federal Water Pollution Control Act

Contracts must contain a provision requiring contractors to comply with the Clean Air Act[33] and the Federal Water Pollution Control Act.[34] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency.[35]

7.1 Applicability

This contract provision is required for all procurements over $150,000.

7.2 Suggested Language

The following provides a sample contract clause:

> "**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 (**name of recipient or subrecipient entering the contract**) and understands and agrees that the (**name of the recipient or subrecipient entering the contract**) will, in turn, report each violation as required to assure notification to the

[33] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[34] 33 U.S.C. §§ 1251-1387, as amended.
[35] 2 C.F.R. Part 200, Appendix II, § G.

Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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 (**name of the recipient or subrecipient entering the contract**) and understands and agrees that the (**name of the recipient or subrecipient entering into the contract**) will, in turn, report each violation as required to assure notification to the (**name of the pass-through entity, if applicable**), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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."

8. Suspension and Debarment

Recipients, subrecipients, contractors, and subcontractors are subject to suspension and debarment regulations.[36] Applicable contracts and subcontracts must include a provision requiring compliance with suspension and debarment regulations.[37]

8.1 Applicability

All contracts and subcontracts must include the suspension and debarment clause in contracts of $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[38]

Local governments and nonprofits, even for procurements under $25,000, must also comply with the regulation requiring local governments and nonprofits to only award contracts to responsible vendors.[39]

[36] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[37] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[38] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[39] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, local governments and nonprofits must still ensure they are only awarding contracts to responsible vendors.

8.2 Additional Requirements

The suspension and debarment regulations restrict awards, subawards, contracts, and subcontracts with parties that are suspended, debarred, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[40]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are suspended, debarred, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[41] SAM Exclusions can be accessed at www.SAM.gov.[42]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[43]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA financial assistance programs:

- The contract is at least $25,000;
- The contract requires the approval of FEMA, regardless of amount;
- The contract is for federally required audit services regardless of amount; or,
- It is a subcontract for $25,000 or more.[44]

8.3 Suggested Language

The following provides a suspension and debarment clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified: [45]

[40] 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213; 2 C.F.R. Parts 180, 3000.
[41] 2 C.F.R. Part 200, Appendix II, § H.
[42] 2 C.F.R. § 180.530.
[43] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the Federal Government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the Federal Government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 does not include contracts awarded by the Federal Government, it does include some contracts awarded by recipients and subrecipients.
[44] 2 C.F.R. §§ 180.220, 3000.220.
[45] Per 2 C.F.R. § 180.300, a recipient or subrecipient about to enter an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment

Recipients or subrecipients who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the Federal Government.[46] Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[47]

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 employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[46] 31 U.S.C. §1352(a), (b), (d)(1)(c)(2).
[47] 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[48] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal agency.[49]

9.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts and subcontracts of more than $100,000.

9.2 Suggested Language

The following provides a sample contract clause:

> "**Byrd Anti-Lobbying Amendment, as amended, 31 U.S.C. § 1352.**
>
> Contractors who apply or bid for an award of more than $100,000 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 who in turn will forward the certification(s) to the federal agency."

9.3 Required Certification

9.3.1 REQUIRED CERTIFICATION LANGUAGE

Contractors must sign and submit the following certification to the recipient or subrecipient with each bid or offer exceeding $100,000:

> "**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING.**
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a

[48] 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[49] 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://apply07.grants.gov/apply/forms/readonly/SFLLL_2_0-V2.0.pdf.

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

9.4 Recommended Signature Line:

At the end of the certification language, FEMA recommends including the following signature line:

"The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

10. Procurement of Recovered Materials

Applicable recipients or subrecipients must comply with Section 6002 of the Solid Waste Disposal Act[50] and include a contract provision requiring compliance with this requirement.[51] Additional requirements are listed below.

10.1 Applicability

This required contract provision applies to all procurements made by a state agency or political subdivision of a state and its contractors for certain items, as designated by the Environmental Protection Agency, with a purchase price greater than $10,000.[52] **NOTE:** Indian Tribes and nonprofits are not subject to these requirements.

10.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[53] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[54]

10.3 Suggested Language

The following provides a sample contract clause:

> "In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
>
> a) Competitively within a timeframe providing for compliance with the contract performance schedule;

[50] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[51] 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[52] 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 147.
[53] 40 C.F.R. Part 247.
[54] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

b) Meeting contract performance requirements; or

c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

11. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

11.1 Applicability

As of November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[55]

11.2 Suggested Language

The following provides a sample contract clause:

"**Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

[55] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

12. Domestic Preferences for Procurements

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[56]

12.1 Applicability

For procurements made under grant awards or declarations issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[57] Programs receiving federal financial assistance for infrastructure projects may also be subject to the Build America, Buy America Act preferences set forth in 2 C.F.R. Part 184.

12.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference for Procurements.
>
> The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

13. Build America, Buy America Act

The Build America, Buy America Act (BABAA) requires all federal agencies, including FEMA, to ensure that no federal financial assistance for "infrastructure" projects is provided unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.[58]

[56] 2 C.F.R. § 200.322.
[57] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.
[58] 2 C.F.R. § 184.1(b).

13.1 Applicability

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after Jan. 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after Jan. 2, 2023.[59]

The BABAA contract provision and self-certification are required for contracts and subcontracts for infrastructure projects that are subject to the BABAA requirements unless the requirement is waived.[60] For additional information on types of BABAA waivers, please refer to FEMA's website at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

13.2 Suggested Language

The following provides a sample contract clause:

> "**Build America, Buy America Act (BABAA).**
>
> Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to **(insert name of recipient/subrecipient)** with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA."

13.3 Required Self-Certification

For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) for each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:[61]

> "The undersigned certifies, to the best of their knowledge and belief, that:

[59] FEMA Policy: *Buy America Preference in FEMA Financial Assistance Programs for Infrastructure*, April 25, 2024, *available at* https://www.fema.gov/sites/default/files/documents/fema_gpd-babaa-policy_042024.pdf.
[60] 2 C.F.R. § 184.4(b).
[61] *Id.*

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

   The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_____

Signature of (insert name of contractor or subcontractor) Authorized Official

_____

Name and Title of (insert name of contractor or subcontractor) Authorized Official

_____

Date

FEMA Recommended Contract Provisions

The federal procurement standards authorize FEMA to require or recommend additional provisions for recipient and subrecipient contracts. Therefore, FEMA recommends the following:

1. Access to Records

A recipient or subrecipient and its contractors and subcontractors must give the Department of Homeland Security and FEMA access to records associated with their awards during the required record retention period and as long as the records are retained.[62] All parties agree to comply with the DHS provisions about accessing people, places, and things related to the federal financial award as necessary or as required by DHS regulations or other applicable laws and policies.[63] Additionally, for contracts entered into after August 1, 2017, FEMA is prohibited from funding any contracts that prevent audits or internal reviews by the FEMA Administrator or Comptroller General under a major disaster or emergency declaration under Titles IV or V of the Robert T. Stafford Disaster Relief Act[64]

1.1 Suggested Language for All Procurements

The following provides a sample contract clause:

> "The Contractor agrees to provide (**insert recipient or subrecipient**), (**insert name of pass-through entity, if applicable**), 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

[62] 2 C.F.R. §§ 200.334, 200.337.
[63] DHS Standard Terms and Conditions, *available at* https://www.dhs.gov/publication/dhs-standard-terms-and-conditions.
[64] Sections 1202 and 1225 of the Disaster Recovery Reform Act of 2018, Pub. L. No. 115-254.

1.2 Additional Suggested Language Applicable to Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

The following provides a sample contract clause:

> "In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

2. Changes

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.[65] FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The recipient or subrecipient should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

3. DHS Seal, Logo, and Flags

All recipients and subrecipients and their contractors and subcontractors must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.[66]

3.1 Suggested Language

The following provides a sample contract clause:

> "(Insert name of the recipient or subrecipient) must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials."

[65] 2 C.F.R. § 200.403.
[66] DHS Standard Terms and Conditions, *availalble at* https://www.dhs.gov/publication/dhs-standard-terms-and-conditions.

4. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

The recipient or subrecipient and its contractors are required to comply with all applicable federal laws, regulations, and executive orders. Additionally, recipients and subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.[67] FEMA recommends that all recipients and subrecipients include a statement acknowledging that FEMA funding will be used in the contract, as well as a requirement that contractors will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

4.1 Suggested Language

The following provides a sample contract clause:

> "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. No Obligation by Federal Government

FEMA is not a party to any transaction between a recipient or subrecipient and its contractor. Therefore, FEMA is not subject to any obligations or liable to any party for any matter relating to the contract between a recipient or subrecipient and its contractor.[68] FEMA recommends that the recipient or subrecipient include a statement in its contract that the Federal Government is not a party to the contract and, thus, is not subject to any obligations or liabilities to any party resulting from the contract.

5.1 Suggested Language

The following provides a sample contract clause:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, contractor, or any other party pertaining to any matter resulting from the contract."

[67] DHS Standard Terms and Conditions, *available at* https://www.dhs.gov/publication/dhs-standard-terms-and-conditions.
[68] *E.g.*, 2 C.F.R. § 200.318(k) (stating that the recipient or subrecipient alone is responsible for the settlement of all contractual and administrative issues arising out of procurements).

6. Program Fraud and False or Fraudulent Statements or Related Acts

Recipients and subrecipients must comply with the requirements of the False Claims Act, which prohibits submitting false or fraudulent claims for payment to the Federal Government.[69] Contractors working under an agreement with a recipient or subrecipient must acknowledge that 31 U.S.C. Chap. 38, which covers administrative remedies for false claims and statements, applies to their actions under their contract.[70] FEMA recommends including a provision that prohibits making false or fraudulent claims to the Federal Government.

6.1 Suggested Language

The following provides a sample contract clause:

> "The 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."

7. Copyright

Regarding intangible property, 2 C.F.R. § 200.315 requires that a recipient or subrecipient provide certain licenses with respect to copyright to the federal agency. 2 C.F.R. § 200.315(b) provides to the federal agency "a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use (any work that is subject to copyright) for federal purposes and to authorize others to do so." This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories. 2 C.F.R. § 200.315(d) provides to the Federal Government the rights to "obtain, reproduce, publish, or otherwise use" data produced under a federal award and to authorize others to do the same.

7.1 Applicability

When a recipient or subrecipient enters a contract requiring a contractor or subcontractor to produce copyrightable subject matter for the recipient or subrecipient under the award, the recipient or subrecipient should include appropriate copyright licenses to meet its obligations under 2 C.F.R. § 200.315(b) and (d). Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.[71]

[69] 31 U.S.C. §§ 3729-3733.
[70] DHS Standard Terms and Conditions, *available at* https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.
[71] 17 U.S.C. § 102.

7.2 Suggested Language

The following provides a sample contract clause:

> "**License and Delivery of Works Subject to Copyright.**
>
> The Contractor grants to the (**insert name of the recipient or subrecipient**), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (**insert name of the recipient or subrecipient**) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (**insert name of the recipient or subrecipient**) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (**insert name of the recipient or subrecipient**)."

8. Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts

In accordance with BABAA, FEMA must ensure that no federal financial assistance for infrastructure projects is awarded unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.[72] Although architectural and/or engineering (A/E) professional services are not considered infrastructure, FEMA recommends that A/E contracts under FEMA grants that are subject to BABAA include a statement requiring contractors and subcontractors to implement a Buy America Preference in their planning and design of an infrastructure project.

8.1 Applicability

For FEMA grants subject to BABAA, FEMA recommends that recipients and subrecipients include a Buy America Preference clause in A/E contracts.

8.2 Suggested Language

The following provides a sample contract clause:

[72] Section 70914 of Pub. L. 117-58 §§ 70901-52; 2 C.F.R. § 200.322(c); 2 C.F.R. Part 184.1(b).

"**Build America, Buy America Act Preference.**

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

Acronyms

AFG: Assistance to Firefighter Grants

BABAA: Build America Buy America Act

CAGE: Commercial and Government Entity

CCP: Crisis Counseling Assistance & Training Program

CFR: Code of Federal Regulations

CWHSSA: Contract Work Hours and Safety Standards Act

DCM: Disaster Case Management

DHS: U.S. Department of Homeland Security

DRRA: Disaster Recovery and Reform Act of 2018

EMPG: Emergency Management Performance Grant

EPA: U.S. Environmental Protection Agency

FAR: Federal Acquisition Regulation

FEMA: Federal Emergency Management Agency

FMAG: Fire Management Assistance Grant Program

HHPD: High Hazard Potential Dam Grant Program

HMA: Hazard Mitigation Assistance

HMGP: Hazard Mitigation Grant Program

HSGP: Homeland Security Grant Program

IHE: Institution of Higher Education

IHP-ONA: Individuals and Households Program – Other Needs Assistance

IPR: Intercity Passenger Rail Program

IRA: Inflation Reduction Act

JFO: Joint Field Office

NDAA: National Defense Authorization Act

NOFO: Notice of Funding Opportunity

NSGP: Nonprofit Security Grant Program

OMB: Office of Management and Budget

PA: Public Assistance Program

PSGP: Port Security Grant Program

RLF: Revolving Loan Fund

SAM: System for Award Management

SAT: Simplified Acquisition Threshold

THSGP: Tribal Homeland Security Grant Program

TSGP: Transit Security Grant Program

USC: United States Code

Definitions

- **Contract:** A legal instrument by which a FEMA award recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award.[73] A contract, for the purposes of this Guide, does not mean a federal award or subaward.

- **Contractor:** An entity that receives a contract.[74]

- **Cooperative agreement:** A legal instrument of financial assistance between a federal agency and a recipient or between a pass-through entity and subrecipient, consistent with 31 U.S.C. 6302-6305:

    - Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the federal government or pass-through entity's direct benefit or use;

    - Is distinguished from a grant in that it provides for substantial involvement of the federal agency or pass-through entity in carrying out the activity contemplated by the federal award.

The term does not include:

- A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

An agreement that provides only:

- Direct United States Government cash assistance to an individual;

- A subsidy;

- A loan;

- A loan guarantee; or

- Insurance.[75]

- **Federal agency**: An "agency" as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f). The term generally refers to the agency that provides a federal award directly to a recipient unless the context indicates otherwise. See also definitions of federal award and recipient.[76] The federal agency discussed in this Guide is FEMA.

[73] 2 C.F.R. § 200.1 *Contract.*
[74] 2 C.F.R. § 200.1 *Contractor.*
[75] 2 C.F.R. § 200.1 *Cooperative agreement.*
[76] 2 C.F.R. § 200.1 *Federal agency.*

- **Federal award**: In this Guide, the term is used interchangeably with "FEMA Award", means the federal financial assistance that a recipient receives directly from a federal agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101.[77]

- **Federal Emergency Management Agency (FEMA):** *FEMA's* statutory mission is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.[78] Among other things:

    - FEMA administers its programs and carries out its activities through its headquarters offices in Washington, D.C.; 10 Regional Offices; Area Offices for the Pacific, Caribbean, and Alaska; various Recovery Offices; and temporary Joint Field Offices (JFO).

    - FEMA administers numerous assistance programs annually on a regular basis to increase the Nation's preparedness, readiness, and resilience to all hazards. These assistance programs are typically available to recipients or subrecipients, including, but not limited to, states, local governments, Indian Tribes, universities, hospitals, and certain private nonprofit organizations.

    - Each program is governed by the applicable federal law, regulations, executive orders, and FEMA program-specific policies. As the federal agency for these programs, FEMA is responsible for the proper management and administration of these programs as otherwise required by law and enforcing the terms of the agreements it enters with recipients or subrecipients that receive FEMA financial assistance, consistent with the requirements at 2 C.F.R. Part 200.

- **Grant agreement or grant:** A legal instrument of financial assistance between a federal agency and a recipient or between a pass-through entity and a subrecipient, consistent with 31 U.S.C. §§ 6302, 6304: Is used to transfer anything of value from the federal agency or pass-through entity to the recipient or subrecipient to carry out a public purpose authorized by a law of the United States (*see* 31 U.S.C. § 6101(3)); and does not include an agreement that provides only:

    - Direct United States government cash assistance to an individual;
    - A subsidy;
    - A loan;
    - A loan guarantee; or
    - Insurance. [79]

[77] 2 C.F.R. § 200.1 *Federal award.*
[78] Homeland Security Act of 2002, Pub. L. No. 107-296, § 503 (2002) (codified as amended at 6 U.S.C. § 313).
[79] 2 C.F.R. § 200.1 *Grant agreement or grant.*

- **Indian Tribe (or "federally recognized Indian tribe")**: Any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. *See* 25 U.S.C. 5304(e). This includes any Indian Tribe identified in the annually published Bureau of Indian Affairs list of "Indian Entities Recognized and Eligible to Receive Services" and other entities that qualify as an Alaska Native village or regional village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act. [80]

- **Local government:** Any unit of government within a state, including a:
  - County
  - Borough
  - Municipality
  - City
  - Town
  - Township
  - Parish
  - Special district
  - School District
  - Intrastate district
  - Council of governments, whether incorporated or not as a nonprofit corporation under state law
  - Local public authority, including any public housing agency under the United States Housing Act of 1937
  - Any other agency or instrumentality of a multi-, regional, intra-state or local government.[81]

- **Nonprofit:** Any organization that:

[80] 2 C.F.R. § 200.1 *Indian Tribe.*
[81] 2 C.F.R. § 200.1 *Local government.*

- Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- Is not organized primarily for profit;
- Uses net proceeds to maintain, improve, or expand the organization's operations; and
- Is not an IHE.[82]

- **Pass-through entity**: A recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient. [83] Pass-through entities are responsible for processing subawards to subrecipients and ensuring subrecipient compliance with the terms and conditions of the FEMA award agreement.

- **Political Subdivision**: The unit of government that the State determines to have met the State's legislative definition of a political subdivision.[84]

- **Recipient**: An entity that receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include subrecipients or individuals that are participants or beneficiaries of the award.[85] A recipient is responsible for administering the federal award in accordance with applicable federal laws. Examples of recipients include state, local, tribal, and territorial governments.

- **Simplified Acquisition Threshold (SAT)*:*** The dollar amount below which a recipient or subrecipient may purchase property or services using small purchase methods (*see* 2 C.F.R. § 200.320). Recipients and subrecipients adopt small purchase procedures to expedite the purchase of items at or below the simplified acquisition threshold. The SAT set in the FAR at 48 C.F.R. part 2, subpart 2.1 is used in this part as the simplified acquisition threshold for secondary procurement activities administered under federal awards. The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold, which is less than or equal to the dollar value established in the FAR, based on internal controls, an evaluation of risk, and its documented procurement procedures. Recipients and subrecipients should also determine if local government purchasing laws apply. This threshold must never exceed the dollar value established in the FAR. [86] Presently and as of June 2018, the federal SAT is $250,000, [87] but is periodically adjusted for inflation.

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[82] 2 C.F.R. § 200.1 *Nonprofit organization.*
[83] 2 C.F.R. § 200.1 *Pass-through entity*.
[84] 40 C.F.R. § 35.6015(a) *Political subdivision*.
[85] 2 C.F.R. § 200.1 *Recipient.*
[86] 2 C.F.R. § 200.1 *Simplified acquisition threshold*.
[87] Pub. L. No. 115-91 § 805, codified at 41 U.S.C. § 134; OMB Memo (M-18-18), *available at* https://www.whitehouse.gov/wp-content/uploads/2018/06/M-18-18.pdf.

- **State**: Any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.[88] In this Guide, state is used interchangeably with "state entity".

- **Subaward:** An award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any legal agreement consistent with criteria in 2 C.F.R. § 200.331, including an agreement the pass-through entity considers a contract. [89] In this Guide, the term is used interchangeably with "subgrant."

- **Subrecipient:** An entity that receives a subaward from a pass-through entity to carry out part of a federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other federal awards directly from a federal agency.[90]

[88] 2 C.F.R. § 200.1 *State.* Some hospitals and IHEs as defined by 2 C.F.R. § 200.1 *Hospitals* and 2 C.F.R. § 200.1 *Institutions of Higher Education*, respectively, may meet the definition of a State.
[89] 2 C.F.R. § 200.1 *Subaward.*
[90] 2 C.F.R. § 200.1 *Subrecipient.*

Attachment N. Acknowledgement of Conformance with FEMA/NIMS Standards

**** Please see the following pages for the Attachment ****

ATTACHMENT N – ACKNOWLEDGEMENT OF CONFORMANCE WITH FEMA/NIMS STANDARDS

TO: City of Key West

Contractor's Name: AshBritt Toppino LLC, Hereby acknowledges and agrees that We/I have the sole responsibility for compliance with all requirements of the Federal Emergency Management Agency and the National Incident Management System and all State regulations, and agree to indemnify and hold harmless the City, its officers, agents, employees, and Contractors against any and all legal liability or loss the City, its officers, agents, employees, and Contractors may incur due to the failure to comply with such Act.

ATTEST

ATTEST

AshBritt Toppino LLC
Contractor's Name

By:

Title: Authorized Member

Date: 05/04/2026

Attachment O. Unit Proposal Form

**** Please see the following pages for the Attachment ****

Pricing has been filled out, signed, and has been included in Tab 6, Evaluation Criteria #5. Cost Proposal

ATTACHMENT O – UNIT PROPOSAL FORM

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

From (Company Name): AshBritt Toppino LLC

Address (Principal Address): 129 Toppino Industrial Drive, Key West, FL 33040

Phone: 954-725-6992

Email: response@ashbritt.com

Contractor to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for: Disaster Response Services, Provider RFP No.26-008, located at various locations within the City of Key West, Florida.

To: City of Key West
ATTN: City Clerk
1300 White Street
Key West, FL 33040

1.0 The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into a Contract with City in substantially the form as the Sample Contract included in the RFP Documents to perform all Work and any Additional Services as specified or indicated in the RFP Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the RFP Documents.

2.0 Contractor accepts all of the terms and conditions of the RFP and Instructions to Contractors, including without limitation those dealing with the disposition of RFP security. The Proposal will remain subject to acceptance for 90 days after the RFP opening, or for such longer period of time that Contractor may agree to in writing upon request of City.

3.0 In submitting this Proposal, Contractor represents, as set forth in the Contract, that:

A. Contractor has examined and carefully studied the RFP Documents, the other related data identified in the RFP Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No: Addendum Date:

1	4/24/2026
2	5/1/2026
3	5/4/2026

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. 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.

D. Contractor has correlated the information known to Contractor, including location of City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the RFP Documents, and all additional examinations, investigations, and data provided with the RFP Documents.

E. Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the RFP Documents, and the written resolution thereof by the City is acceptable to Contractor.

F. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this RFP is submitted.

4.0 Contractor further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false proposal; Contractor has not solicited or induced any individual or entity to refrain from proposing; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over City.

5.0 Contractor acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Contractor acknowledges that all unit costs include any necessary insurance and bonds.

7.0 The Contractor accepts all liability for improper disposal of solid waste, including debris, construction and demolition debris, hazardous waste, chipping or mulching, infectious waste, white goods disposal, and recycling.

TABLE A – TIME AND MATERIALS

Heavy Equipment	Size or Type	U/M	Unit Price
Skid Steer Loader	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Wheel Loaders	Cat950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loaders	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self-Loading Knuckle boom Truck	25-35 CY Body	Hour	
Self-Loading Knuckle boom Truck	35-45 CY Body	Hour	
Dozer	Cat D4	Hour	
Dozer	Cat D5	Hour	
Dozer	Cat D6	Hour	
Dozer	Cat D7	Hour	
Dozer	Cat D8	Hour	
Excavators	Cat 320	Hour	
Excavators	Cat 325	Hour	
Excavators	Cat330	Hour	
Tractor w/ Box Blade	80 Hp	Hour	
Motor Grader	Cat 120G	Hour	
Crane	30 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 yard	Hour	
Street Sweeper	Vacuum Type	Hour	
Water Truck	2000 gallon	Hour	
Stump Grinder	Vermeer 252	Hour	
Chipper w/ 2 man crew	Morbark Storm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	
Equipment Transport w/ Tractor	50 Ton	Hour	
Personnel	Size or Type	U/M	Unit Price

Superintendent w/ Pickup Truck	Individual	Hour	
Supervisor w/ Pickup Truck	Individual	Hour	
Safety or QC Manager w/ Pickup Truck	Individual	Hour	
Mechanic w/ Truck and Tools	Individual	Hour	
Climber w/ Gear	Individual	Hour	
Operator w/ Chainsaw	Individual	Hour	
Laborer w/ Tools	Individual	Hour	
Traffic Control Personnel	Individual	Hour	
Ticket Writers	Individual	Hour	
Clerical	Individual	Hour	
Administrative Assistants	Individual	Hour	

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TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TOMS, and final disposal for a fixed unit price as identified below. This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary for implementation of disaster response services and operations by the Contractor as defined in the Contract.

Hauling for final disposal shall be unit price for the total cost of moving the debris from the TOMS to the final disposal site. The closest landfill that normally accepts C&D and Mixed materials is in Miami Dade County approximately 130 miles North of Key West, Florida.
Contractors should assume a 200-mile haul in their unit price proposal. All Key West City, and FDEP approved TOMS sites are within 10 miles of any location inside of Key West.

Disposal cost (tipping fees) will be the responsibility of the Contractor. The Contractor will pass though the Disposal Cost to the City with no mark up or charge for services. Contractor may be required to set up temporary certified scales to weigh outbound waste. Weight tickets must be reconciled to disposal weight tickets.

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PROVIDED ON THE NEXT PAGE

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PRICE FORM

DESCRIPTION OF SERVICES	U/M	Unit Price $
Collection and Processing		
Vegetative Debris {Includes Seaweed) Collection	Per Cubic Yard	
Construction and Demolition Debris Collection	Per Cubic Yard	
White Goods Collection	Each	
Mixed Debris Collection	Per Cubic Yard	
TDMS Management, Processing and Loading	Per Cubic Yard	
Sand Screening and Placement	Per Cubic Yard	
CFC Removal from Compressors	Each	
Hazardous Waste Collection and Disposal	55 Gallon Drum	
Hauling for Final Disposal		
Hauling from TOMS to Final Disposal Site <200 Miles	Per Cubic Yard	
Dead Animal Carcass Hauling and Disposal	Per Pound	
Tree Debris Removal		
Hangers Removal	Per Tree	
Hazardous Tree Removal (Leaners)	Per Tree	
<12" to 24"	Per Tree	
>25" to 48"	Per Tree	
>49" to 72"	Per Tree	
> 72"	Per Tree	
Hazardous Stump Removal (Ground Not Less Than 8" Below Grade)		
<6" to 12"	Per Stump	
>13" to 24"	Per Stump	
>25" to 48"	Per Stump	
>49" to 72"	Per Stump	

> 72"	Per Stump	
Stump Backfill	Per Hole	
Miscellaneous Services		
Demolition of Structures Wood Structures	Per Square Foot	
Demolition of Concrete Structures	Per Square Foot	
Video Record of pre-and post-TOMS site	Each	
Phase I Environmental Audit	Each	
TOMS Site Restoration Grading	Per Square Yard	
Topsoil TOMS Site Restoration	Per Cubic Yard	
Sod TOMS Site Restoration	Per Square Yard	
Debris Removal from Canals and Waterways	Per Cube Yard	
- Restoration of Canal Banks and Slopes	Per Liner Foot	
Sod Restoration of Canal banks and Slopes	Per Square Yard	
Fire Suppression Support	Each Unit	
Motor Vehicles Removal Towing right of way) including to TOMS	(from	Each
Motor Vehicles Removal (from canal) Including Towing to TOMS	Each	
Boat Removal (from right-of-way) Including Towing to TOMS	Linear Foot	
Emergency Potable Bottled Water (Pallet of .5 Litter 24/Cases)	Cost Per Case	
Emergency Delivery of Ice (Full Truck Load 10 lbs BaQs)	Cost Per Truck Load	
Mobile Kitchen Facility to provide 10-100 meals per day	Each Unit	
Mobile Kitchen Facility to provide 101-200 meals per day	Each Unit	
Mobile Kitchen Facility to provide 201-300 meals per day	Each Unit	

Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	
Mobile Laundry Facility	Each Unit	
Mobile Restroom/Shower Facility	Each Unit	
Mobile Fueling Facility	Each Unit	
Mobile Satellite Communications Facility	Each Unit	
Mobile Automated Ticket Issue and Tracking System (Hail Pass or Equivalent)	Each Unit	
Emergency Portable Power Generators		
>25KW	Each Unit	
>50 KW	Each Unit	
>100KW	Each Unit	
>250KW	Each Unit	
>500KW	Each Unit	
Portable Dewater Pump 6"	Each Unit	
Manhole and Catch Basin Cleaning	Each Catch Basin	
Storm Drain Piping Cleaning	Per Linear Foot	

AshBritt Toppino LLC
Name of Contractor

Signature included in Tab 6.
Signature of Contractor

Authorized Member
Title

8.0 Contractors Information:

The Contractor states that they are an experienced Contractor and has completed similar work/projects within the last five years. This information has been provided on the Contractors Qualification Statement.

9.0 Contractor accepts the provisions of the Sample Contract provided herein.

State Contractor License No. CGC1533864, CGC1518488. (If applicable)

License Type: General Contractors License

An Individual:
Name (Typed or Printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing Business As: _____

Business Address: _____

Phone number: _____

A Partnership:
Partnership Name (Typed or Printed): AshBritt Toppino LLC (SEAL)

By: _____
(Signature of general partner- attach evidence of signature authority to sign)

Name (Typed or Printed): Brittany Perkins Castillo

Business Address: 129 Toppino Industrial Drive, Key West, FL 33040

Phone Number: 954-725-6992

A Corporation:
Corporation Name: _____(SEAL)

State of Incorporation:_____

Type: (General Business, Professional, Services, Limited Liability): _____

By: _____
(Signature - attach evidence of signature authority to sign)

Name (Typed or Printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address:_____
Phone Number: _____

Attachment P. Sample Load Ticket

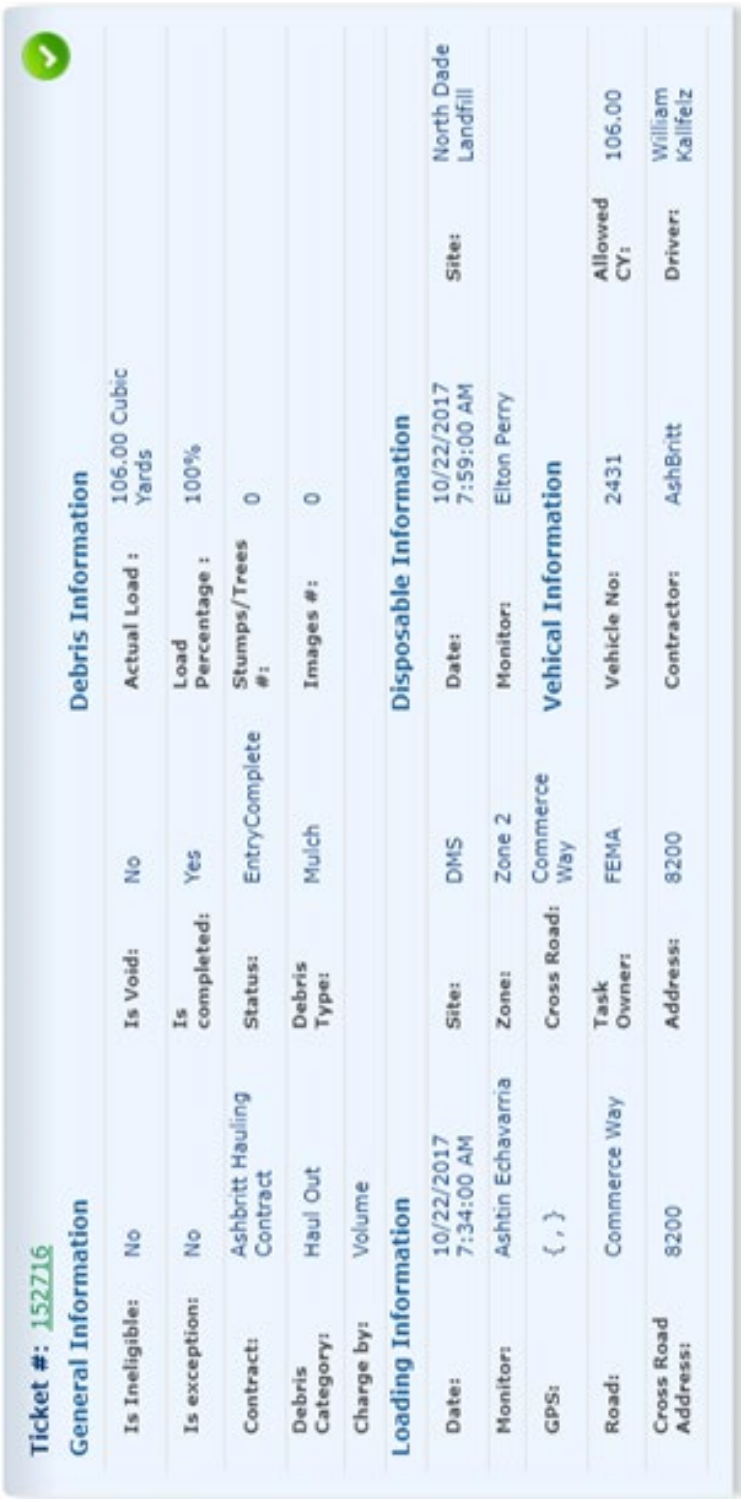
**** Please see the following pages for the Attachment ****

ATTACHMENT P – SAMPLE LOAD TICKET

CONTRACTOR TO PROVIDE SAMPLE

Please see sample provided on following pages.

If the debris monitoring contract is not activated, AshBritt Toppino will use a load ticket that meets FEMA requirements in terms of the information collected for each load. Below is an example of an electronic load ticket followed by a paper load ticket.



Ticket #: 152716

General Information

Is Ineligible:	No	**Is Void:**	No	**Actual Load :**	106.00 Cubic Yards		
Is exception:	No	**Is completed:**	Yes	**Load Percentage :**	100%		
Contract:	Ashbritt Hauling Contract	**Status:**	EntryComplete	**Stumps/Trees #:**	0		
Debris Category:	Haul Out	**Debris Type:**	Mulch	**Images #:**	0		
Charge by:	Volume						

Loading Information

Date:	10/22/2017 7:34:00 AM	**Site:**	DMS	**Date:**	10/22/2017 7:59:00 AM	**Site:**	North Dade Landfill
Monitor:	Ashtin Echavarria	**Zone:**	Zone 2	**Monitor:**	Elton Perry		
GPS:	{,}	**Cross Road:**	Commerce Way	**Vehical Information**			
Road:	Commerce Way	**Task Owner:**	FEMA	**Vehicle No:**	2431	**Allowed CY:**	106.00
Cross Road Address:	8200	**Address:**	8200	**Contractor:**	AshBritt	**Driver:**	William Kallfelz

AshBritt Debris Load Ticket: Sample

AshBritt Environmental — LOAD TICKET		DEBRIS CLASSIFICATION	
TICKET NUMBER: № 97401			BURNABLE
CONTRACT OWNER:			NON-BURNABLE
HAULING COMPANY:			MIXED
DATE:			OTHER
DEBRIS QUANTITY		**LOCATION**	
TRUCK NO.:	CAPACITY:	LOAD ORIGIN (STREET NAME):	
LOAD ESTIMATE (%):	TONS (SCALED):	SECTION/AREA:	DUMPSITE:
TRUCK DRIVER NAME:			TIME / INSPECTOR
		LOADING	
		DUMPING	
		COMMENTS:	

WHITE: OWNERS COPY YELLOW: ASHBRITT COPY PINK: ASHBRITT COPY GOLD: OWNERS COPY GREEN: HAULERS COPY

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

Attachment Q. List of Contractor's Equipment and Facilities

See the following pages for AshBritt Toppino's local equipment list. Please note this list is not representative of all the equipment we have in our debris management arsenal – AshBritt Toppino has access to thousands of pieces of equipment via subcontractor teaming agreements and strategic partnerships with several national rental groups, such as Sunbelt and United Rentals. **Please see our response to Evaluation Criteria 2 in Tab 3 under Equipment Resources and Capacity to Perform** for more information on our supplemental equipment reserves.

**** Please see the following pages for the Attachment ****

ATTACHMENT Q – LIST OF CONTRACTOR'S EQUIPMENT AND FACILITIES (INCLUDING LOCATION) (List may also be attached)

QUANTITY	EQUIPMENT	TYPE
Please see following pages for an attached list of equipment available for immediate deployment from AshBritt Toppino, LLC's nearby facility located at 129 Toppino Industrial Dr, Key West, FL 33040		
Additional information regarding our equipment resources can be found in Tab 3. Evaluation Criteria 2: General Operations Plan.		

Equipment List

CO.	#	DESCRIPTION		SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DRIVER	STATUS
CTS	A-45	2004 FORD P/U	pickup truck	1FDSF34L84EB28150	F-350	89617337	LPJE82	Jun-21	WELDING TRUCK	IN SERVICE
at CTS MCP	A-59	2006 FORD	pickup truck	1FTRF12216NA69186	F150	94857131	GPY S69	Jun-21	CTS Shop Truck	IN SERVICE
CTS	A-64	2007 LINCON NAV		5LMFU27547LJ04360	NAV	97122554	LPJE86	Jun-21	F.T N/C	IN SERVICE
MCP	A-69	2007 FORD P/U	pickup truck	1FTRX12W87B25426	F150	99980650	JYT W89	Jun-21	Kimbrough Estes	IN SERVICE
CTS		2005 FORD BOX TRUCK	pickup truck	1FDWE35L45HA83596	F350	93335989	JYT W90	Jun-21	PRESSURE WASHER TRUCI	IN SERVICE
CTS	A-76	2003 LEXUS		JTHFN48YX30045186	SILVER	90614285	IGL B39	Jun-21	PAUL T.	IN SERVICE
FTD	A-79	2014 MASERATI (TRADED 2009 MASERATI)		ZAM56RRA5E1076377	4D	113111620	EEK L98	Jun-21	F.P.T.	IN SERVICE
CTS	A-81	2006 JEEP		1J4FA44S26P728004	REBUILT AFTER P	94807267	932 QVV	Jun-21	RICHARD TOPPINO	IN SERVICE
CTS	A-82	2012 FORD P/U	pickup truck	1FTFW1CF3CFD08473	F-150 SE	110495720	755 PRP	Dec-20	TOMAS REZA	IN SERVICE
CTS	A-83	2012 FORD P/U	pickup truck	1FTFW1CF5CFD08474	F-150 SE	110444858	703 PRP	Dec-20	Osmaikel Lima Perez	IN SERVICE
CTS	A-84	2012 CHEVY P/U	pickup truck	1GCNCSEAXCZ111262	1500	107254335	324 QAB	Jun-21	George Farnham	IN SERVICE
MCP	A-85	2013 FORD EXPLORER		1FM5K7F84DGA57901	EXPLORER	109489440	IGL B40	Jun-21	Alex Ane	IN SERVICE
CTS	A-86	2013 FORD P/U	pickup truck	1FTFW1CF5DKD87007	F-150 SE	112279338	039 QBX	Jun-21	KIRKCONNEL	IN SERVICE
CTS	A-87	2014 CHEVY IMPALA		2G1155S31E9133897	SEDAN	-	-	-	EDWARD TOPPINO, SR	IN SERVICE
CTS	A-89	2014 JEEP CHEROKEE		1C4RJEBG2EC326416	GRAND CHEROKE	113580907	804 QII	Jun-21	PAUL TOPPINO	IN SERVICE
MCP	A-92	2014 GMC P/U CREW CAB	pickup truck	3GTP1TEH7EG259227	WHITE	117388109	IEX 3K	Jun-21	JASON PFAHL	IN SERVICE
MCP	A-93	2014 GMC P/U CREW CAB	pickup truck	3GTP1TEH4EG266748	WHITE	117688156	667 RGN	Jun-21	JOHN MCGEE	IN SERVICE
MCP	A-97	2014 CHEVY VAN		1GCWGFFA0E1137949	WHITE	113397615	292 RRM	Dec-20	JORGE SQUELLA	IN SERVICE
CTS	A-99	2015 CHEV P/K	pickup truck	3GCPCREH3FG114247	WHITE	116253470	EEK Q70	Jun-21	LUIS PEREZ HERARA	IN SERVICE
CTS	A-100	2001 DODGE TRUCK	pickup truck	3B6MC365X1M545882	BLUE	83420886	GDK G78	Dec-20		IN SERVICE
2016 CTS	A-103	2015 GMC	pickup truck	1GTN1TEC1FZ901678	WHITE	122489791	GLM Y35	Jun-21	Alberto Barba	IN SERVICE
2016 CTS	A-105	2015 GMC SIERRA	pickup truck	1GTNITEC4FZ901769	WHITE	124543934	HDX L58	Jun-21	CARLOS KELLEY	IN SERVICE
	A-106	2014 FORD F-250 SUPER DUTY	pickup truck	1FT7W2A62EEB21814		115237345	Y40 NQK	Dec-20	JAY THOMPSON	IN SERVICE
2016 CTS	A-108	2016 FORD TRUCK F-150 2WD SUPERCR	pickup truck	1FTEW1CF2GFA22289	WHITE	120958301	HGY H45	Jun-21	JOSE GUADARAMA	IN SERVICE
2016 CTS	A-109 (T-88)	2003 CHEVY 1/2 TON PICKUP		1GCEC14V53Z291958		87818765	HGY C92	Jun-21	ALBERTO BARBA	IN SERVICE
2016 CTS	A-110 (T-89)	2007 DODGE 1 TON TRUCK		3D6WG46D77G817120		98907096	HGY C93	Dec-20	PATRICK JOHNSON	IN SERVICE
2017 CTS	A-111	1990 FORD PICKUP (BLUE/WHITE)	pickup truck	1FTDF15N6LPA60810	BLUE & WHITE	115320067	HYJ S68	Jun-21	CTS SHOP TRUCK	IN SERVICE
2017 CTS	A-112	2017 GMC SIERRA 2500 2WD	pickup truck	1GT11REG7HF118566	WHITE	128053868	ILE C03	Dec-20	CLINT KUHNS	IN SERVICE
2017 CTS	A-113	1994 FORD F350 FLATBED		2FDKF38GXRCA65563	BLUE	65698205	IQP K89	Dec-20	OUT OF SERVICE	IN SERVICE
2017 CTS	A-114	2016 CHEVY SILVERADO	pickup truck	1GC1KWE81GF277392	WHITE	125426635	IJC L66	Dec-20	ANDREW TOPPINO	IN SERVICE
2017 CTS	A-115	2017 CADILLAC ESCALADE-LEASE		1GYS3JKJ8HR373056	BLACK	129179260	ISX D59	Jun-21	DANIEL TOPPINO	IN SERVICE
2017 CTS	A-116	2018 GMC SIERRA 2500	pickup truck	1GT11REG5JF151314	WHITE	129275855	ISX F39	Dec-20	PATRICK STEVENS	IN SERVICE
2017 CTS	A-117	2018 GMC YUKON		1GKS1CKJ6JR138463	WHITE	129334931-LEASE	ISX G54	Jul-21	JOHN TOPPINO	IN SERVICE
2017 CTS	A-118	2018 ISUZU NPR XD		JALC4W166J7K00301	BOX TRUCK	129456971	IZLY22	Dec-20	STEVE H.	IN SERVICE
2017 MCP	A-119	2017 GMC SIERRA 1500	pickup truck	3GTP1MEH2HG305198	GAZ SUMMIT	129708839	JAF E25	Jun-21	JASON PEPPER MCP	IN SERVICE
2018 CTS	A-120	2014 NISSAN TITAN	pickup truck	1N6BA0CH6EN511050	WHITE	120194655	JAF J20	Jun-21	BENITO GELOT	IN SERVICE
2018 CTS	A-121	2017 ISUZU NPR		54DB4J1B0HS807293	WHITE	130145611	IZM Q11	Dec-20	MOT JIMMY REEVES	IN SERVICE
2018 CTS	A-122	2018 GMC YUKON		1GKS1CKJ7JR234232	SILVER	LEASE	HQD5T	Jan-21	PATRICK ORTEGA	IN SERVICE
2018 CTS	A-123	2018 TOYOTA TACOMA	pickup truck	5TFAZ5CN5JX057480	SILVER	O/S	IXC D28	Dec-20	ASHLEY PEATTIE	IN SERVICE
2018 CTS	A-125	2001 CHEVY PICKUP	pickup truck	2GCEC19T611260344	WHITE	1017389594	JDK B26	Jun-21	TIM JOSLYN	IN SERVICE
2018 CTS	A-126	2018 250FORD TRUCK	pickup truck	1FTBF2A66JEB16619	WHITE	130753978	JMV V61	Dec-20	ORIOL LOPEZ	IN SERVICE
2018 CTS	A-127	2006 FORD F250	pickup truck	1FTNF20526EA11542	WHITE	132031784	JSU M69	Dec-20	Juan Ayerdis	IN SERVICE
2018 CTS	A-128	2011 DODGE PICKUP	pickup truck	3D7JB1EK9BG545990	WHITE	106376519	KLL X69	Jun-21	PEDRO ANDRES DOMINGO	IN SERVICE
2019 CTS	A-130	2018 FORD F-150	pickup truck	1FTEX1CB3JKE12486	WHITE	133461495	KGJ V75	Jun-21	Anthony Henriquez	IN SERVICE
2019 CTS	A-131	2018 FORD F-150	pickup truck	1FTEX1CP1JKE69264	WHITE	1065701879	KGJ V76	Jun-21	Alexey Mederos	IN SERVICE
2019 CTS	A-132	2011 FORD F-350	pickup truck	1FDRF3G68BEB42311	WHITE	105538342	KWGJ68	Dec-20	JOE MCNELLY	IN SERVICE
2019 CTS	A-133	2019 GMCSIERRA 3500HD	pickup truck	1GD41TCGXKF155899	SUMMIT WHITE	133831717	KEHX91	Dec-20	PIPE CREW-PAT S.	IN SERVICE
2019 CTS	A-135	2018 CHEVY SILVERADO 1500	pickup truck	1GCNCNEC4JZ378803	WHITE	134682230	LCCN93	Jun-21	Ranulfo Guadarrama	IN SERVICE
2019 CTS	A-136	2019 CHEVY SILVERADO 2500HD	pickup truck	2GC2CREG4K1167804	WHITE	134682267	LCCN92	Dec-20	RUSSEL SICKLE	DELETED-INSURANCE
2019 CTS	A-137	2019 TOYOTA TACOMA	pickup truck	5TFRZ5CN2KX084060	WHITE	O/S	LRXQ09	Jun-21	CORAL WHITE	IN SERVICE
2019 CTS	A-138	2017 MERCEDES BENZ SPRINTER VAN	VAN	WDZPE8CD3HP522931	WHITE	128358793	LXSJ67	Dec-20	REY MARTINEZ	ARRIVED 9/9/20
2019 CTS	A-139 (MCP)	2019 CHEVROLET SILVERADO 1500 LD	pickup truck	2GCRCNEC5K1113593	WHITE	136576745	LIAE23	Jun-21	MONROE-BRANDON	IN SERVICE
2019 CTS	A-140	2020 CHEVY TRAVERSE UT	UTILITY-SUV	1GNERKKW9LJ180092	WHITE	LEASE	NPRB37	Jul-21	FRANK TOPPINO	IN SERVICE
2019 CTS	A-141	2020 GMC CANYON	pickup truck	1GTG5BEN4L1159165	WHITE	138436820	CRR6827	Jun-21	BRANDON HOWARD	IN SERVICE
2020 CTS	A-142	2020 LAND ROVER	Utiity Vehicle	SALGS2SELA596781	SILVER	LEASE	IEX4K	Nov-22	RICHARD TOPPINO	
2020 CTS	A-143	2019 CHEVY SILVERADO 2500	pickup truck	2GB2CREG6K1225545	SUMMIT WHITE	139433130	NXSC29	Dec-20	RUSSEL SICKLE	DELIVERY 8/17/20
2017 -	DEBRA T	2018 CHEVY TAHOE UT		1GNSCCKC4JR128139	DEB TOPPINO	O/S	O/S	O/S	DEB TOPPINO	IN SERVICE
2016 FPT	FRANK	1936 FORD PHAETON MODEL 68		182412711		114737700	BT4484	Jun-21	FRANK TOPPINO	IN SERVICE
2016 FPT&R	RAMONA	2018 MERCEDES		WDDZF6GB1JA466148	BLACK	131009282	EPZD26	Sep-21	RAMONA TOPPINO	IN SERVICE
2018 CTS	A-1	1952 FORD PICKUP	ANTIQUE	F1R2KC24761		133230203	IJ0195	Jun-21		IN SERVICE

Equipment List

	A	B	C	D	E	F	G
2		BACKHOES				DATE	
3	NO.	DESCRIPTION	SERIAL #	MODEL	TITLE #	DELIVERED	STATUS
4							
5	B-02	1987 CASE B/HOE	JJG0209914	590 Super L	6500		IN SERVICE
6	B-04	1994 CAT EXCAVATOR	9RL00362	322L	22000		IN SERVICE
7	B-18	1988 225 TRACK HOE	2ZD01409	225-B	18000		IN SERVICE
8	B-18	OVERHAUL ON B-18					IN SERVICE
9	B-20	1988 CAT EXCAVATOR	5-AF-00347	235-C	22000		IN SERVICE
10	B-40	1997 CAT EXCAVATOR	1JM00339	375-L	75000		IN SERVICE
11	B-42	2003 CASE B/HOE MODEL 1	JJG0288426	590 SM	40000	12/2005	IN SERVICE
12	B-43	1999 CAT B/HOE	2JR2415	325	5681 HRS		IN SERVICE
13	B-44	2003 VOLVO B/HOE	EW170KRC03631	EW 170	39500		IN SERVICE
14	B-45	2005 CAT B/HOE	FDP25239	420D	42700	5/12/2006	IN SERVICE
15	B-46	2007 CAT B/HOE	JJG00464	324DL	154000	5/4/2007	IN SERVICE
16	B-47	2006 CAT B/HOE	KCX01173	308C	69000	11/8/2007	IN SERVICE
17	B-48	2008 CAT B/HOE	PHX01025	320DL	3453 HRS	8/14/2012	IN SERVICE
18	B-49	2014 CAT B/HOE	PLW00629	329EL	1820	6/18/2014	IN SERVICE
19	B-52	2015 JOHN DEERE B/HOE	1FF075GXJE015481	75G		9/25/2015	IN SERVICE
20	B-53	2016 JOHN DEERE 50G EXCAVATOR	1FF050GXTGH284059	50G		6/24/2016	IN SERVICE
21	B-55	2016 CAT 326 FL EXCAVATOR	WGL00973	326FL		10/4/2016	IN SERVICE
22	B-56	HITACHI TRACKHOE				1/15/2017	IN SERVICE
23	B-57	2013 VOLVO EW180 (RUBER TIRES)	EW180220147	EW180 S1		2/20/2018	IN SERVICE
24	B-58	2016 VOLVO 235EL (TRACKHOE)	C235E310169	ECR235EL		3/21/2018	IN SERVICE
25	B-59	20__ CAT 308E2CRSB	FJX00307	308E2CRSB		RENT-BUY	IN SERVICE
26	B-60	2015 CAT 329FL	ERL00794	329FL		PURCHASED 5.14	IN SERVICE
27	B-61	2020 JOHN DEERE 85G EXCAVATOR	1FF085GXEKJ021508	85G		PURCHASED 5.12	IN SERVICE

Equipment List

	A	B	C	D	E	F	G	H	I
1		BOAT						DATE	
2	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	DELIVERED	STATUS
3									
4	BOAT-01	2018 CAROLINA SKIFF	EKHA4967J718	EKH03	130166906	FL0958RN	Jun-21		IN SERVICE
5	BOAT-01	2018 ROADKING TRAILER	5MUBB2327JF022115	ROLI/SIL		ISSR54	Jun-21		IN SERVICE

	A	B	C	D	E	F	H	L
1		CRANES						
2	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE	STATUS
3								
4	C-23	1983 GROVE 30TH	1K1S130010SK	TMS250B	60260505	MIN68T	Jun-21	IN SERVICE
5	C-24	2013 KENWORTH T370	2NKHHM7X8DM356404	2013 18 TON 500E2 NATIONAL CRANE	121431856	N5897X	Dec-20	IN SERVICE

	A	B	C	D	E	F	G
2		DOZERS				DATE	
3	NO.	DESCRIPTION	SERIAL #	MODEL #	TITLE #	DELIVERED	STATUS
4							
5	D-28	1968 INTERN'L DOZER	23276	TD-20B	N/A		IN SERVICE
6	D-29	2000 KOMATSU/CRAWLER	P075738	D-32E-1	N/A		SOLD 7.6.2020
7	D-34	CAT DOZER D-5	CAT0D5K2EKYY00263	TD5K2LGP	N/A	DEL 01/15/2013	IN SERVICE
8	D-35	CAT DOZER D-5	CAT0D5K2JKYY01341	D5K2LGP	N/A	7/7/2017	IN SERVICE

	DRILL RIGS									
NO.	Description	Serial #	Model #	Title #	Tag #			FORM 2290	GVW	STATUS
DR-01	1980 DRILL RIG	U90XVGH3183	CAB 1FTYR90L0RVA00118	67785440	U5470Q		Jun-21			IN SERVICE
RIG-01	HUGHES DIGGER ASSEMBLY	W5940180	MF60T							IN SERVICE
DR-02	1999 INTERNATIONAL2674 6X4 TRUCK	1HTGLAXT7XH211755		98867063	N5731Z	X	Dec-20	FORM 2290	61999	IN SERVICE
RIG-02	2000 GUSS PECH HD-51 BUCKET DRILL		HD-51							IN SERVICE

Equipment List

NO.	GRADERS DESCRIPTION	SERIAL #	MODEL	TITLE #	DATE DELIVERED	STATUS
G-16	2008 LEE BOY	53460	685B			IN SERVICE
G-17	1990 HUBER GRADER	M860	M860		10/26/2018	IN SERVICE

NO.	LOADERS DESCRIPTION	SERIAL #	MODEL #	TITLE #	DATE DELIVERED	LOCATION	STATUS
L-22	1999 BOB CAT	514428226	836				IN SERVICE
L-34	2002 CAT LOADER	8CR03546	IT-28G				IN SERVICE
L-40	2007 CAT	CAT00908VTAR01138	908		DEL 04/12/2007		IN SERVICE
L-41	2008 BOB CAT	A5GK20455	S220				IN SERVICE
L-42	2006 CAT LOADER	CAT0930HC DHC01469	930HIT	HNS.1407	DEL 08/22/2012		IN SERVICE
L-43	2008 CAT LOADER	CRD02672	938G	HNS. 5478	DEL 12/13/2012		IN SERVICE
L-47 mcp	2014 CAT LOADER	HXC02214	924H		DEL 05/09/2014	AT MCP MARATHON	IN SERVICE
L-48	2015 CAT LOADER	CAT0950KLR4A02657	950K		DEL 07/01/2015		IN SERVICE
L-49	2012 CAT LOADER	HXC02695	924H		DEL 08/07/2015		IN SERVICE
L-50	2015 CAT LOADER	JRD00390	908H2		PUR 12/03/2015		IN SERVICE
L-51	2015 CAT SKID STEER	BYF01413	246D L1		6/24/2016		IN SERVICE
L-52	CAT 908H2	JRD02548	908H2		1/11/2017		IN SERVICE
L-53	KUBOTA COMPACT LOADER	31128	SVL75-2HW		10/30/2017		IN SERVICE
L-54	2014 CAT LOADER	CAT0930KTRHN03290	930KQC		1/3/2018		IN SERVICE
L-55	2018 CAT 930 M LOADER	KTG04373	930M		10/12/2018		IN SERVICE
L-56	1994 JOHN DEERE	DW544GD545484	544G	67208309	10/26/2018		IN SERVICE
L-57	2018 CAT 950GC	M5T01194	950GC		11/5/2018		IN SERVICE
L-58	2018 CAT 914M	H2400519	914M		5/1/2020-PICKED UP		IN SERVICE
L-59	2015 CAT 930M	KTG00647	930M	N/A	6/30/20-DELIVERED		IN SERVICE
L-60	2015 CAT 930M	KTG00645	930M	N/A	7/1/20-DELIVERED		IN SERVICE
L-61	2019 John Deere	1DW544LZHKF700290	544L	N/A	8/6/2020		IN SERVICE

NO.	MIXERS DESCRIP.	SERIAL#	MODEL#	TITLE#	TAG#	EXP DATE	FORM 2290	GVW	GVW	DATE DELIVERED	STATUS
									update 2019		
M-12	2001 KENWORTH	1NKDLT6X51J869590	T800	81208051	N7845U	Dec-20	FORM 2290	62000			IN SERVICE
M-14	2003 KENWORTH	1NKDL00X03R388948	T 800 B	87772130	P4107B	Dec-20	FORM 2290	66000	80000		IN SERVICE
M-16	2005 KENWORTH	1NKDL00X25R075113	T 800	91558393	N57 34Z	Dec-20	FORM 2290	66000	80000		IN SERVICE
M-19	2005 KENWORTH	1NKDL50X85J107994	T800	96385432	P4108B	Dec-20	FORM 2290	68000	80000	7/17/2006	IN SERVICE
M-21	2014 KENWORTH	1NKDL70X5EJ393573	T800	111999990	N5743Z	Dec-20	FORM 2290	80000		6/5/2013	IN SERVICE
M-22	2014 KENWORTH	1NKDL70X3EJ393572	T800	111978508	N5741Z	Dec-20	FORM 2290	66000	80000	6/5/2013	IN SERVICE
M-23	2003 KENWORTH	1NKDLT0XX3J397107	T800	113235857	P4114B	Dec-20	FORM 2290	58000	80000		IN SERVICE
M-24	2003 KENWORTH	1NKDLT0X43J397099	T800	113235763	P4106B	Dec-20	FORM 2290	58000	80000		IN SERVICE
M-25	2016 PETERBILT	1NPCL70X0GD306976	567	125571876	N5640Y	Dec-20	FORM 2290	68000	80000	11/30/2016	IN SERVICE
M-26	2016 PETERBILT	1NPCL70X9GD306975	567	125571403	N5641Y	Dec-20	FORM 2290	68000	80000	11/30/2016	IN SERVICE
M-27	2016 PETERBILT	1NPSL70X6GD279665	365	127755735	N1762Z	Dec-20	FORM 2290	68000	80000	6/27/2017	IN SERVICE
M-28	2018 PETERBILT	1NPCL70X9JD419770	567	131535021	N5740Z	Dec-20	FORM 2290	68000	80000		IN SERVICE
M-29 (CTS)	2016 PETERBILT	1NPCX7EX2GD318821	567-VOLUME	133609072	P4109B	Dec-20	FORM 2290	80000		11/30/2018	IN SERVICE
M-30 (CTS)	2019 PETERBILT	1NPCL70X4KD605332	567	134195065	P4110B	Dec-20	FORM 2290	80000		3/4/2019	IN SERVICE

Equipment List

	A	B	C	D	E	F
1		ROLLERS			DATE	
2	NO.	DESCRIPTION	SERIAL #	MODEL #	DELIVERED	STATUS
3						
4	R-03	1981 Case Vibratory	840124421	W-121	est 1981	IN SERVICE
5	R-04	Rammax Trench Roller		PC23/16C	11/13/1992	IN SERVICE
6	R-06	Amerimax	35110740	P33	1/1/1995	IN SERVICE
7	R-20	Walk Behind Roller	8300258	SDS33D	6/25/1993	IN SERVICE
8	R-23	Bomag Roller 2006	.101920001051.	BW 141AD-4	1/25/2006	SOLD 7/13/2020
9	R-25	INGERSOLL RAND	165472	DD-12	10/24/2006	IN SERVICE
10	R-26	2009 RAM MAX	1537819	P33/ 24HMMR	4/2/2009	IN SERVICE
11	R-27	CAT ROLLER	24001873	CB-24	1/8/2013	IN SERVICE
12	R-28	DYNAPAC ROLLER	10000138E0A011324	CA2500	4/1/2014	IN SERVICE
13	R-29	2009 CAT CB24	CATOCB24P24000545	CB24	9/26/2016	IN SERVICE
14	R-30	2014 BOMAG	101920651004	BW190AD	4/15/2018	IN SERVICE
15	R-31	2018 Bomag Roller	101586081292	BW211D-50 Single	1709 RENTAL-PURCHA	IN SERVICE
16	R-32	2006 BOMAG ROLLER	901C14603434	BW9ASW	10/26/2018	IN SERVICE
17	R-33	2019 BOMAG ROLLER 8500	101720132239	BMP8500	2/25/2019	IN SERVICE
18	R-34	2019 CAT CB24B	2X401662	CB24B	4/22/2019	IN SERVICE

	A	B	C	D	E	F	G	H
1		TRUCK-TRACTORS						
2	NO.	DESCRIPTION			SERIAL #	MODEL #	TITLE #	TAG #
3								
4	T-01	1988 Ford Fuel Truck	FUEL TRK		1FDWK82AXJVA31734	L 8000	68067462	470RGN
5	T-26	1982 Ford 30 Tn	DUMP (CONVERTED 2017)		1FDYW90W7CVA17200		20590810	GBGV44
6	T-39	1994 Ford TL-42	TRACTOR		1FTYS95T7RVA20167		67904560	KUND36
7	T-41	1998 Ford tractor TL-31	TRACTOR		1FTYN90K0WVA35580	L-9501	80065200	453RGN
8	T-42 (MCP)	2000 Ford Sterling Flat Bed	WATER TRK		2FZHRJACZZAA02091	SL-8501	81993661	N8373S
9	T-45	1996 FORD TRACTOR	DUMP (CONVERTED 2017)		1FDYU90UXTVA25506	LT 9000	70577767	KUND35
10	T-47	2005 MACK GRANITE	DUMP		1M2AG11C65M015595	CV713	90840767	P4116B
11	T-48	2005 MACK GRANITE	DUMP		1M2AG11C85M015596	CV713	90840795	N7850U
12	T-49	1997 FORD WATER TRUCK	WATER TRK		1FDXN80E6VVA34167	8500	91981380	N6301V
13	T-51	1994 GMC DUMP TRUCK	DUMP		1GDM7H1J8RJ510408	TOPKICK	92875839	N4747W
14	T-52 (mcp)	1999 Kenworth			1NKDLU0X9XJ831755	T-800	93286343	N5646Y
15	T-52/FL-06	1999 Moffett FORLIFT (MCP)			9777	M-5000		N/A
16	T-55				1FDXN80F1WVA09106	L80501	94548445	N5647Y
17	T-56	1998 Freightliner Step Van	VAN		4UZA3NT21WC919191	39lcam	94989583	EVEU38
18	T-58	1997 INTERN'L WATER TRUCK	WATER TRK		1HTSDAAN0VH464561	4900 HD	97079069	HMZI13
19	T-59	2000 INTERN'L TRACTOR	TRACTOR		2HSFPAHNXYC036379	9100	76500816	HMZI12
20	T-62	2000 INTERN'L FLATBED	CTS FLATBED		1HTSCAAN9YH321163		80977038	N7261Y
21	T-64	1995 INT TRACTOR	TRACTOR		1HSHBAHNXSH599522	3/5/1922	77799399	ISXK62
22	T-66	2007 CHEVY			1GBJC39K67E595360		101121137	GBGV45
23	T-70	2005 FORD			1FDXF46P15EA20255	F450	91381503	NKMB62
24	T-76	FORD BOX TRUCK VAN	BOX TRUCK / VAN		1FDWE37S1WBH58759		108768307	654PXC
25	T-77	2001 STERLING FUEL TRUCK	FUEL TRK		2FZHANBS31AJ49796		83086444	N9411X
26	T-78	2006 KENWORTH TRACTOR	LOWBOY		1XKDDB0X06J150261	T8000	112055481	CBIM58
27	T-79	2004 INTERNATIONAL	TRACTOR		2HSCDAXN64C017027		112668346	N8556T
28	T-82 (MCP)	2004 FORD F-650 WATER TRUCK	WATER TRK		3FRNF65A35V112009	F650	117099663	944QZV
29	T-84	2009 CHEVY 5500 HD			1GBE5C3979F404916	5500 HD	102190045	DIRH26
30	T-85	2015 ISUZU NPR/GASOLINE			54DB4J1B7FS804047	NPR	119454108	EDFY78
31	T-86	1999 INTERNATIONAL	WATER TRK		1HTSDAAN1YH240932	4900HD	119670423	EVEP93
32	T-87	2015 WESTERN STAR 4700SF	DUMP		5KKMAVDV0FPGC4847	4700SF	125572311	N5643Y
33	T-88	2015 WESTERN STAR 4700SF	DUMP		5KKMAVDV7FPGC4845	4700SF	125572384	N5644Y
34	T-89	2014 WESTERN STAR 4700SF	DUMP		5KKMAVDV7EPFS5946	4700SF	125572217	N5642Y
35	T-90 MCP	2007 INTERNATIONAL 4300	MCP FLATBED		1HTMMAAN27H415230	4300	98930839	N1062Y
36	T-91	2010 INTERNATIONAL PROSTAR	LOWBOY		3HSCUAPR7AN168701	PROSTAR	127755375	IGLG44
37	T-92	DUMPER 6001-DW60	OFFROAD DUMP		WNCD1801CPAL01206	DW60	N/A	N/A
38	T-93	DUMPER 6001-DW60	OFFROAD DUMP		WNCD1801JPAL00188	DW60	N/A	N/A
39	T-94	2018 WESTERN STAR 4700SB	DUMP		5KKMAXDV1JLJZ3562	4700SB	130526320	P6172A
40	T-95	2019 WESTERN STAR 4700SB	DUMP		5KKMAXDVXKLKG2696	4700SB	130992057	P6191A
41	T-96 (MCP)	2018 WESTERN STAR 4700SB	DUMP		5KKMAXDV8JLJY4129	4700SB	130856271	P6188A
42	T-97	2019 ISUZU FUEL TRUCK	FUEL TRK		JALE5W163K7302050		132252325	KFPP69
43	T-98	2019 PETERBUILT 337 TRACTOR	TRACTOR		2XP2AJ7X8KM611994	337	132629469	KNMT94
44	T-99	2019 PETERBUILT 337 TRACTOR	TRACTOR		2XP2AJ7XXKM611995	337	132629772	KNMT96
45	T-100	2019 PETERBUILT 337 TRACTOR	TRACTOR		2XP2AJ7XXKM611351	337	133940193	LBRG31
46	T-101	2019 FORD F-750	FLATBED		1FDWF7DC6KDF03285	F750	135578276	LUXZ91

Equipment List

	A	B	C	D	E	F	G	H	I	J	K
1		TRAILERS									
2	NO.	DESCRIPTION	SCOW	SERIAL #	MODEL #	TITLE #	TAG #	TAG EXP DATE		TRUCK	STATUS
3											
4	TL-16	1993 Home Made Trailer		N6VIN000082508072	6" yellow pur	-	JYTW88	Jun-21	WELDING TRAILER	6" yellow pump	IN SERVICE
5	TL-31	1995 Borco	SCOW	1B9DS2523SP313014		69828716	5102CQ	N/A-PERM TRL		T-41	IN SERVICE
6	TL-40	1994 Trailer Tilt (RED) W/GENERATOR		BT00274	Bob Cat	82105395	JYTX93	Jun-21		Red Tilt Trl	K IN SERVICE 6/27/18-NEW
7	TL-42	1996 Borco	SCOW	1B9DS2528TP313009		70544631	7593CV	N/A-PERM TRL		T-64	IN SERVICE
8	TL-44	1998 B/Hoe TL.		N6VIN0200057315		-	LPJG81	Jun-21			IN SERVICE
9	TL-45	1999 Borco TL.	SCOW	1B9DS292XP313007	Dump	76943606	4114CQ	N/A-PERM TRL		T-67	IN SERVICE
10	TL-46	2002 CLEVELAND TL.	LOW BOY	4MNDK252221001520	10 Ton TL	86223083	5199CQ	N/A-PERM TRL	SMALL LOWBOY	T-39	IN SERVICE
11	TL-47	2004 AMERICAN PACE	MATT BUSSARDS ENCLOSED TRA	4FPFB10194G078271	JT610SA	-	GPYS67	Jun-21	MATT BUSSARD	Jessie	IN SERVICE
12	TL-48	1996 TRAIL KING	LOW BOY	1TKA04821TM065267	TK70HT	70577768	5193CQ	N/A-PERM TRL	LARGE LOWBOY	T-45	IN SERVICE
13	TL-50	2005 UTILITY TL		HITCH582000060805	5+8	-	EEKL99	Jun-21		wash crew	IN SERVICE
14	TL-51	2006 CARGO		5NHUFT0116U209535		-	LPJG83	Jun-21	ALEX MEDEROS		IN SERVICE
15	TL-52	2006 BARCO	SCOW	1B9DS25286P313001		96585366	5196CQ	N/A-PERM TRL	38953	T-64	IN SERVICE
16	TL-56	1979 PIPE CREW OFFICE		7U93074019		97154173	LPJG82	Jun-21	CLINT KUHNS		IN SERVICE
17	TL-57	Grout Pump		NOVIN0200862825		-	JYTY10	Jun-21			IN SERVICE
18	TL-58	2014 LOW BOY EAGER BEAVER	LOW BOY	112SD2492EL079438	50GSL3	115252105	5155CQ	N/A-PERM TRL	DROP NECK LOWBOY		IN SERVICE
19	TL-59	2014 HITCH KING (PAUL TOPPINO)	PERSONAL-PAUL TOPPINO	H1TK4820007201450		-	588QVV	Jun-21	PAUL TOPPINO		PERSONAL
20	TL-60	1988 SUN	BLACK DUAL AXLE SHOP TRAILE	164CH1623JT010547		-	KLLZ41	Jun-21	bobcat trailer		IN SERVICE
21	TL-61	2015 SWTM 7x16 CARGO TRAILER	jobsite	1S907X164FN982079	SW-07X16T	-	JAFK26	Jun-21	CLINT KUHNS	3/27/2015	IN SERVICE
22	TL-62	2016 8.6 X 18FT TANDEM AXEL ENCLOS	JOSES ENCLOSED TRAILER	1S986X18XGM982290	SWTM	125345531	HCMZ92	Jun-21	JOSE G	10/10/2016	DEPOSIT PAID 9/28/16
23	TL-64	2014 CONTINENTAL TRAILER	JESSIES TRAILER-ENCLOSED	5HUNS428EU107336		113908939	HYJR63	Jun-21	PURCH 3/2017	JESSIE HARRIS	IN SERVICE
24	TL-65	2018 TRAIL-EZE	LOW BOY	1DAHFCX2XJP022297	TE80HT40	127414186	5198CQ	N/A-PERM TRL	DELIVERED 5/30/17	LOW BOY	IN SERVICE
25	TL-66	2017 PALMER TRAILER	SCOW	1P924HS29HA003422	TA24H	129533508	5239CU	N/A-PERM TRL			IN SERVICE
26	TL-67	2018 PALMER TRAILER	SCOW	1P924HS22JA003445	TA24H	129533637	5240CU	N/A-PERM TRL			IN SERVICE
27	TL-68	1974 MILER TRAILER (YELLOW)		17662	YELLOW	1017390432	JDK B25	Jun-21	Jan-18	YELLOW	IN SERVICE
28	TL-69	2001 SIMPLX TRAILER		1S91112161S369181		84280456	KUN D42	Jun-21			IN SERVICE
29	TL-70	2019 PACE TRAILER		53BPTEA23KJ034031			KVB N55	Jun-21			
30	TL-71	2008SUNCOAST TRAILER		1S9E0121181303044		100985056	PJXC63	Jun-21			IN SERVICE
31	TL-72	2021 FELLING FT-20-2 LP DECK OVER TRAILER		5FTCF3225M1001923	FT-20-2	139539436	PKWI47	Jun-21		BLACK	RECEIVED 8/21/20
32	TL-73	2020 DIAMOND C DECK OVER	TRAILER	46UFU3023L1225889	PX212	1187556818	CTW2777	20-Sep		BLACK	RECEIVED 9/1/20

NO.	DESCRIPTION	SERIAL #	MODEL #	DATE DELIVERED	STATUS
CR-02	Cedar Rapids Cobra 1000 30" X 40"	49851	Cobra 1000		IN SERVICE
CR-02	Conveyor for crusher (CR-02)				IN SERVICE
CR-02	Crushing plant (CR-02)				IN SERVICE
CR-02	pin plate CRUSHER				IN SERVICE
CR-02	new crusher (CR-02)				IN SERVICE
CR-02	Magnet for CR-02				IN SERVICE
CR-02	Other equipment CRUSHER				IN SERVICE
CR-02	new crusher (CR-02)				IN SERVICE
CR-02	REBUILT CUMMINS N14 DIESEL ENGINE PUMP	SN #60511150			IN SERVICE
CR-02	FEEDER-GENERAL KINEMATICS PARAMOUNT II FEEDER				IN SERVICE
CR-02	2018 GENERATOR 100 KW 125 KVA TIER 3 FLEX W/ JOHN DEERE ENGINE				IN SERVICE
CR-02	ENGINE	8186688	BF4M1012C		IN SERVICE
CR-03	2000 Used Kolberg Pioneer 4233 Recycler Portable Impact Crushing Plant	SN #402264	PIONEER 4233		IN SERVICE
CR-03	2015 GENERATOR MODEL 3167-0888- FOR NEW CRUSHER				IN SERVICE
CR-04	2015 MCCLOSKEY I44 IMPACT CRUSHER	84538			IN SERVICE
SC-01	20,000 Mark II Powerscreen BIG UNIT	S27224482			IN SERVICE
SC-01A	Screen- Gem Industrial Supply				IN SERVICE
SC-01B	2013 MCLANAHAN DOUBLE SCREW WASHER				IN SERVICE
SC-01C	POWERSCREEN-CONVEYORS				IN SERVICE
SC-01D	ENGINE (GERMAN DEUTZ)	8186688	BF4M1012C		IN SERVICE
SC-02	SCREEN MACHINE PORTABLE	70D35SP9E483			IN SERVICE

Equipment List

No	MISC. Description	Serial #	Model #	Title #	Tag #	STATUS
FL-02 / MISC-47	Clark forklift 8000lbs	Y685-192-4130	C500-Y80-G			OUT
FL-03 (MCP)	1987 Clark Florklift R/mix 38,000 lb. Shop	Y1015-74525	P/L 2367531			OUT
FL-04	Hysster, Forklift 2.5 Tons H60XM 6,000 lb	D177B412874	H60XM			OUT
FL-05	Nissan Fork Lift 8,000 LB Diesel	YF03-002437	YF03A35TV		shop cts	IN SERVICE
FL-06 (T-52 MCP)	'99 Moffett Forklift (T-52; FL)	9777				IN SERVICE
FL-07	2013 FORKLIFT CAT P6500 (S/N AT14E50120)	AT14E50120			shop cts	IN SERVICE
FL-07	2015 BEC BLANK FORKS (SHOP FORK LIFT)					
FL-08	HYUNDAI FORKLIFT 25L-7A S/N HHF08CB0000524	HHF08CB0000524			at mcp	IN SERVICE
FL-09	HYSTER H90FT 2007 DIESEL	N005V02804E	HYSTER H90FT			IN SERVICE
FL-10	HYUNDAI 30D-9	HHKHHN13PHDDD2287	30D-9		MCP MARATHON	IN SERVICE
FL-11	MITSUBISHI FD30N 6,000LB FORKLIFT (MR LIFT TRUCK)	AF14E30194			SHOP	IN SERVICE

Attachment R. Contractor's Qualifications Statement

**** Please see the following pages for the Attachment ****

ATTACHMENT R – CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and answers contained herein.

1. Please describe your company in detail:
AshBritt Toppino, LLC is a joint venture formed between AshBritt, Inc., the nation's leading disaster response firm, and Charley Toppino & Sons, Inc., Monroe County's premier general contractor, with the sole purposed of providing disaster debris management services to the Florida Keys.

2. The address of the principal place of business is:
129 Toppino Industrial Drive, Key West, FL 33040

3. Company telephone number, FAX number, and Email addresses:
Phone: 954-725-6992
Fax: 954-725-6991
Email: response@ashbritt.com

4. Number of employees:
Approximately 170 employees

5. Number of employees or Subcontractors to be assigned to this project (per event) and what capacity:
The number of subcontractors assigned cannot be estimated at this time; it will depend on the nature/severity of the disaster and the required scope of work.

6. Company Identification numbers for the Internal Revenue Services:

FEIN: 93-1746760 (Confidential)

7. Provide Occupational License Number (and County), if applicable, and expiration date:

AshBritt: FL GC License: CGC1533864 Exp. 8/31/26 / Broward Co Business Tax Receipt: 180-346925 Exp. 9/30/26 / Deerfield Beach Occupational License: 2026-465976 Exp. 9/30/26

Charley Toppino & Sons: FL GC License: CGC1518488 Exp. 8/31/26 / Monroe County Business Tax Receipt: 30140-8979)9 Exp. 9/30/26 / Key West Occupational License: 23997 Exp. 9/30/26

8. How many years has your organization been in business? Does your organization have a specialty?

AshBritt has been a national leader in disaster response for more than 33 years, beginning with our first disaster response mission following Hurricane Andrew (1992). Shortly thereafter (October 1992), AshBritt was incorporated in the State of Florida and has since completed more than 600 emergency response and disaster recovery projects across the United States. Charley Toppino & Sons was founded in 1947 and multiple generations of the Toppino family have supported the local Florida Keys over the past 100+ years. The two companies formed a Joint Venture dedicated exclusively to disaster clean-up and recovery operations within the Florida Keys. By combining the nation's leading disaster response expertise with deep local knowledge and long-standing community ties in Key West, the joint venture is uniquely qualified to support post-storm recovery operations in the region.

9. What is the last project of this nature or magnitude that you have completed? Please provide project description, references, and cost of work completed:

AshBritt and Toppino's last shared disaster debris management project was for the City of Key West following Hurricane Irma. Please see our response to Evalution Criteria #1 in Tab 2 for more information.

10. Have you ever failed to complete any work awarded to you? If so, where and why?

AshBritt Toppino, LLC has never failed to complete any work awarded to us.

11. Please provide name, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of all disaster response contracts performed in the last five (5) years, including customer name, total contract value and weight (yards) removed. Use a separate tab is necessary:

Please see Tab 4 for our list of disaster debris management projects completed in the last five years.

Please see Tab 5 for our project references.

11.1:

Name: _____

Address:_____

Telephone Number:_____

11.2:

Name: _____

Address:_____

Telephone Number:_____

11.3:

Name: _____

Address:_____

Telephone Number:_____

12. List the following information concerning all contracts in progress as of the date of submission of this Proposal. (In event of co-venture, list the information for all co-ventures).

Name of Project	Owner	Value	Contract Completion Date	% of Completion to Date
AshBritt Toppino, LLC has no contracts in progress at this time. Please see attached				
spreadsheet for details regarding partners, AshBritt, Inc.'s and Charley Toppino & Sons, Inc.'s				
contracts in progress.				

13. Has the Contractor inspected the proposed project site and does the Contractors have a complete plan for performance of disaster response services?

AshBritt Toppino, LLC has fully inspected the site. Charley Toppino & Sons is a local firm who routinely works in Key West and AshBritt has completed multiple disaster debris management projects for the City. Please see Tab 2 for our General Operations Plan.

14. Provide a list of all Subcontractor(s), the work to be performed and also a list of major materials suppliers for this project: *The forgoing list of Subcontractor(s) may not be amended*

after award of the contract without the prior written approval of the City Manager.

Charley Toppino & Sons will self-perform the majority of work required of this contract; however, please see Tab 1 - Subcontractors for additional information regarding our network of subcontractors who may be deployed to supplement the work.

15. What equipment do you own that is available for work, provided list in ATTACHMENT C. Please see equipment list included with Attachment Q.

16. What equipment will you purchase for the project/work?

We do not intend to purchase any equipment for this project; AshBritt Toppino, LLC maintains sufficient equipment at our Rockland Key site and through teaming agreements with our subcontractors.

17. What equipment will you rent for the proposed work?

We do not intend to rent any equipment; however, should the scope of a future contract activation require speciality equipment that we do not have onsite or available via subcontractors, we have existing rental agreements in place with national equipment providers such as Sunbelt Rentals.

18. State the name of your proposed Project Manager and give details of their qualifications and experience in managing similar work? (Separate sheet can be attached, if needed).

The Project Manager will be Brian Thomason, AshBritt Sr. VP. He has 35+ years of disaster management experience and led the 2022 Hurricane Ian response in Key West. Pleae see Tab 1 of our proposal for his bio and resume.

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you will conduct business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who conduct business under the trade name).

AshBritt Toppino, LLC (owned by AshBritt, Inc. and Charley Toppino & Sons, Inc.)

129 Toppino Industrial Dr, Key West, FL 33040

19.1 The correct name of the Contractor is:

AshBritt Toppino, LLC

19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):

Partnership

19.3 The name of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Richard Toppino, Partner - Charley Toppino & Sons, Inc.

Brittany Perkins Castillo, Partner - AshBritt, Inc.

SIGNATURE REQUIRED BELOW

SUBMITTED BY:

Contractor/Company Name: AshBritt Toppino LLC

Authorized Signature: BPC+.L

Printed Name and Title: Brittany Perkins Castillo, Authorized Member

Date: 05/04/2026

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 4th day of May 2026, 20, by Brittany Perkins Castillo, who is personally known to me or who has produced _____ as identification and who ☐ did / ☑ did not take an oath.

WITNESS my hand and official seal this 4th day of May, 20.26

Notary Public, State of Florida

Signature of Notary: Jacqueline Ryan

Printed Name of Notary: Jacqueline Ryan

My Commission Expires: 04/08/2027

(NOTARY SEAL)

FLORIDA NOTARY ASSOCIATION SINCE 1976

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

Charley Toppino & Sons, Inc - Current Project List		CONTRACT (OR SUBCONTRACT) AMOUNT	CONTRACT COMPLETION DATE	Percent Complete
TITLE	OWNER			
KWIA Taxiway Extensions & Mitigation	MONROE COUNTY BOCC	$ 7,852,999.00	26-Sep	44%
NV2A: Key West International Airport Terminal	NV2A - MONROE COUNTY BOCC	$ 10,662,337.00	26-Aug	99%
PLANTATION KEY TM MAIN	MICHELS PIPELINE	$ 1,308,125.00	26-Aug	90%
SOMBRERO BLVD DRAINAGE IMPROVEMENT	CITY OF MARATHON	$ 4,870,496.00	26-Jun	99%
VALHALLA SEWER INSTALL	KEYSTAR INC	$ 1,618,430.00	26-Jul	77%
MWR BOAT RAMP	MARTINEZ CONSTRUCTION	$ 303,999.00	tbd	0%
PUMP STATION F	CITY OF KEY WEST	$ 916,500.00	25-Jun	64%
TAVERNIER PUBLIX SITEWORK	TAVERNIER (MONROE)	$ 9,500,000.00	27-Mar	40%
DENNIS STREET PHASE II	CITY OF KEY WEST	$ 988,500.00	26-Jun	97%
CKW: WELL CLEANINGS (PER WORK ORDER)	CITY OF KEY WEST	$ 224,400.00	tbd: per work order	65%
FDEP: DAGNY JOHNSON HABITAT RESTORATION	FLORIDA DEP	$ 1,218,000.00	26-Jul	99%
FKAA: CRAWL KEY TANK AND PUMP STATION	FKAA	$ 13,654,500.00	27-Feb	26%
REX WEECH FIELD	KEYSTAR INC	$ 510,206.00	26-Aug	70%
USCG REBUILD SECTOR KW	AECOM TECHNICAL SERVICES	$ 7,865,254.00	27-May	17%
P730 ENTRY CONTROL FACILITY	SAUER INC	$ 10,378,143.00	27-Sep	2%
MARSH RESTORATION & BEACH STABILIZATION	HITT CONTRACTING	$ 9,778,698.00	27-Jul	16%
MARINO CONSTRUCTION: GARRISON BIGHT MARINA	MARINO CONSTRUCTION GROUP	$ 1,157,103.00	27-Jan	40%
TAVERNIER WORKFORCE HOUSING	MARINO CONSTRUCTION GROUP	$ 3,515,623.00	27-Nov	0%
MARATHON FBO	JACOB WHITE CONSTRUCTION	$ 727,778.00	27-Jan	0%
FKAA CRAWL KEY SUPPLY WELLS	FKAA	$ 948,000.00	tbd	0%
FWRI: SEAWATER SUPPLY WELL	MLD ARCHITECTS	$ 120,000.00	26-May	100%
PUBLIX KEY WEST	ME&S CONTRACTORS	$ 5,231,000.00	27-Dec	0%
JOHN PENNKAMP INTERACTIVE CENTER	THE COLLAGE COMPANIES	$ 7,515,815.00	27-Oct	0%
CITY OF KEY WEST RIGHT OF WAY IMPROVEMENTS	CITY OF KEY WEST	PER WORK ORDER		0%
TRUMAN ANNEX SIDEWALKS	CASTLE GROUP	$ 78,000.00	27-Aug	0%

AshBritt, Inc. Contracts in Progress				
Name of Project	**Owner**	**Value**	**Contract Completion Date**	**% of Completion to Date**
Guadalupe River Debris Removal	TDEM	Pending to receive the PO	TBD	5%

Attachment S. Trench Safety Act Form

**** Please see the following pages for the Attachment ****

ATTACHMENT S – TRENCH SAFETY ACT FORM

This form must be completed and signed by the Contractor. Failure to complete this form may result in the proposal being declared non-responsive.

Contractor acknowledges that the Florida Trench Safety Act, Section 553.60 et. Seq., which became effective October 1, 1990, shall be in effect during the period following execution of the Contract Documents. The Contractor by signing and submitting the proposal is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contractor herein acknowledges that the cost for compliance to the Florida Trench Safety Act is included in the applicable items of this Proposal.

The Contractor is, and the City is not, responsible to review or assess Contractor 's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. Seq. cited the Trench Safety Act". Contractor is, and the City are not, responsible to determine, if any safety or safety-related standards apply to the project, including but not limited to, the 'Trench Safety Act'.

Emily McKnight

Witness Name

Jacqueline Ryan

Witness Name

Signature

Contractor Name

AshBritt Toppino LLC

Title

Authorized Member

Date 05/04/2026

Attachment T. Acknowledgement of Conformance with O.S.H.A Standards

**** Please see the following pages for the Attachment ****

ATTACHMENT T – ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A STANDARDS

TO: CITY OF KEY WEST

Contractor's Name: AshBritt Toppino LLC , hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

Emily McKnight

ATTEST

Jacqueline Ryan

Attest

Contractor Name
AshBritt Toppino LLC

By:

Title

Authorized Member

Date 05/04/2026

- **Attachment U. Copy of Licenses for Personnel Certified to Perform Advanced Maintenance of Traffic Operations or Compliance Statement**

**** Please see the following pages for the Attachment ****

ATTACHMENT U – COPY OF LICENSES FOR PERSONNEL CERTIFIED TO PERFORM ADVANCED MAINTENANCE OF TRAFFIC OPERATIONS OR STATEMENT THAT A LICENSED INDIVIDUAL SHALL BE EMPLOYED BY CONTRACTOR IF CONTRACTOR IS AWARDED CONTRACT.

EMPLOYEES MUST BE CERTIFIED UNDER PART IV OF THE M.U.T.C.D., TORT LAW, And THE FL. R.T.D.S. 600 SERIES INDEX.

AshBritt Toppino, LLC's Safety Officer, Bretty Postelli, holds the below traffic control and flagging certification. We will ensure that a licensed individual will always perform traffic control activities under this contract.

A 360training® Company

CERTIFICATE OF COMPLETION

This certifies that

Brett Postelli

has successfully completed the course

OSHA - Traffic Control and Flagging

Course Duration 2.0 | Completion Date 07/12/2024 | Certificate # 000034234707

Samantha Montalbano, Chief Operating Officer

This certificate is non-transferrable and expires 2 years from the date of issuance and/or completion.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

(CUT HERE) (CUT HERE)

FOLD

This certifies that the person named below has successfully completed the course.

A 360training® Company

Brett Postelli

OSHA - Traffic Control and Flagging

Samantha Montalbano, Chief Operating Officer

07/12/2024
Completion date

Valid for 2 years from this date

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.

Questions? support@360training.com

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

Attachment V. Contractor's General Operations Plan

**** Please see the following pages for the Attachment ****

ATTACHMENT V – CONTRACTOR'S GENERAL OPERATIONS PLAN FOR DEBRIS MANAGEMENT/DISASTER RESPONSE SERVICE OPERATIONS.

A detailed description of how the Contractor would respond to a Hurricane or other event. In the Plan, assume that Key West has been hit with a Category 2 Hurricane that generated the amount of debris described below. Contractor's Operations Plan should be very detailed describing meetings, timeline, equipment to be mobilized, manpower needed, collections and TMDS operations, demobilization, and site remediation if needed and close out. Contractor should include a detailed Safety Plan. Documentation of training for each crew member must be submitted with the Proposal and updated annually.

Vegetative Debris	146,000	Cubic Yards
Construction and Demolition Debris	48,000	Cubic Yards
Mixed Debris	6,000	Cubic Yards
White Goods	1,000	Units
Household Hazardous Waste	1,000	Pounds
Total Yards:	200,000	

This scenario is based on the assumption that many segments of the City are without electricity and water, and that the City government has an approximate emergency workforce of 150. Therefore, please include all equipment or services that might be necessary along with the Contractor's proposed costs for each.

Please see the following pages for AshBrritt Toppino's Operations Plan relevant to this scenario. Our General Operations Plan can be found in Tab 3.

OPERATIONS PLAN — ATTACHMENT V CAT-2 SCENARIO (200,000 CY)

The Operations Plan below is specific to the Cat-2 Scenario presented with Attachment V. AshBritt Toppino's General Operations Plan can be found in Tab 3 of this proposal.

1. Scenario, Sequence & Coordination

Attachment V plans against a Category-2 event producing **200,000 CY total**: 146,000 CY vegetative, 48,000 CY C&D, 6,000 CY mixed, 1,000 white-goods units, and 1,000 lbs HHW—against a 150-person City emergency workforce, with significant areas without power or water. Emergency push and road clearance run as a precursor and overlap with the start of recovery: dedicated push crews open hospital, EOC, airport, and Jimmy Buffett Memorial Hwy corridors within the 70-hour window using skid steers, front-end loaders, and Morookas, while ROW collection mobilizes behind them.

Coordination meetings anchor the project: a kick-off meeting with the City within 24 hours of NTP (scope, zones, monitor pairing, ticket protocol); daily morning tailgates at each TDMS (production targets, zone hand-offs, safety topic, weather); daily afternoon coordination calls with the City's Project Representative and monitoring firm (production, ticket reconciliation, 24-hour look-ahead); and weekly progress meetings with City leadership covering volumes, schedule, financial status, and forward plan. AshBritt Toppino's PM attends EOC activations as requested.

Project sequence: Tier-1/2 mobilization → emergency push (≤70 hrs) → TDMS stand-up and equipment certification (Days 1–3) → ROW collection in 3 scheduled passes (Weeks 1–8) → concurrent reduction/compaction → final haul-out to Okeechobee (Weeks 3–12) → demobilization and site restoration (Weeks 12–14) → closeout.

2. Manpower & Equipment Footprint

Peak deployment for the 200K scenario: 1 PM, 1 Ops Manager, 1 QC Manager, 1 EHS Manager, 3 DMS Site Superintendents (if additional sites are needed beyond Rockland Key), zone supervisors, third party field monitors, truck drivers, equipment operators, hand crews for alleys and narrow lanes, traffic-control personnel, and the dedicated HHW/White Goods Crews. Heavy equipment from the AshBritt Toppino fleet and subcontractors: Self-loading grapple trucks and dump trucks or trailers (scale up or back to maintain adequate production rates to meet project timelines), tub grinders, tracked dozers (Cat D6/D7), excavators with grapples, skid steers and mini-loaders for Old Town, Morookas for beach work, and walking-floor tractor-trailers (100 CY+) for haul-out. Toppino's Keys-based operators, mechanics, and Rockland Key yard provide the local backbone; AshBritt convoys reinforcement equipment from SW and South FL initially and pull from nationwide subcontractor network if needed.

TDMS allocation:

- Rockland Key (10 ac, AshBritt Toppino-operated) as the primary reduction anchor.
- Truman Waterfront (5 ac) and 5701 College Road (4 ac) for staging and segregation.
- the 11 secondary storage-only lots activated if needed.

3. ROW Collection & Transport to TDMS

The City and AshBritt Toppino jointly establish **collection zones** keyed to debris density and street geometry. Equipment is matched to zone:

- **Old Town / historic core** – skid steers, mini-loaders, and smaller dump trucks/trailers. This is the equipment package AshBritt and Toppino used to manage 22,000 CY for the City following Hurricane Ian.
- **Wider arterials and outer zones** – 50 CY+ self-loading grapple trucks, larger dump trucks/trailers, rubber-tired/tracked excavators with grapples staged off the ROW.
- **Beaches and over-wash sections** (Smathers, Higgs, Jimmy Buffett Memorial Hwy) – Morookas, front-end loaders, and sand-screening crews.

Three scheduled passes per zone with intervals set by the City.

Clean-As-You-Go policy: rake/sweep around piles and no equipment behind the curb without ROE. Curbside crews segregate as work progresses—vegetative, C&D, white-goods, flagged HHW piles—with anything commingled noted as "mixed" for DMS sorting. Debris segregation pamphlets and Community Public Service Announcements (PSA's) are distributed to enhance "Curbside Segregation"

4. DMS Operations: Segregation, Reduction, Compaction

Each DMS is laid out with separate intake piles and material cells by stream, plus monitoring/inspection tower, water trucks for dust, lined fueling/maintenance pad with spill kits, and a controlled entrance/exit points.

- **Mixed debris (6,000 CY)** is tipped in an area for sorting at Rockland Key and sorted by a dedicated crew (excavator with grapple, skid steer, hand laborers; etc.) into the existing streams; truly unrecoverable commingled material goes out under the mixed-debris ticket category.
- **Vegetative reduction (146,000 CY)** uses tub grinders for reduction at Rockland Key (or other identified sites as directed by the City). Target reduction ratio **4:1**, yielding ~36,000 CY of mulch outbound using walking floor trailers for the long-haul.
- **C&D compaction (48,000 CY)** is executed with tracked dozers and excavators in lifts at the C&D cell. Target compaction ratio approximately **2:1**, yielding ~24,000 CY outbound, loaded directly into walking-floor trailers for the long-haul.

5. White Goods – Freon Recovery & Metals Recycling (1,000 units)

White goods are sorted at intake into refrigerant-containing and non-refrigerant. Refrigerant-containing units are collected and transported without breaching the sealed system, with food-bearing units strapped to prevent spillage and putrescible contents removed and containerized at the white-goods cell. Compliant, regulatory Freon (CFC) removal will be conducted by EPA Section 608–certified technicians prior to the unit being loaded for final disposal. Recovered refrigerant is transferred to an EPA-certified reclaimer; reclamation logs are retained for closeout. Once Freon-free, units join non-refrigerant white goods in the recyclable-metals pile, baled, and trucked to the nearest scrap recycler (AshBritt's Hurricane Katrina mission recovered 5,000 units of Freon at production scale).

6. HHW – Containment, Packaging & Documentation (1,000 lbs)

HHW is identified by trained crews at the curb and at the TDMS sort pad. When identified curbside, the foreman dispatches the HHW Crew (pickup truck, 7×14 hydraulic-dump trailer, skid steer, two HAZWOPER-trained specialized laborers). The HHW transport vehicle is compartmentalized with separate drums to keep incompatibles segregated.

At Rockland Key, the JV constructs a dedicated HHW containment cell: earthen berm with a non-permeable soil liner and non-permeable cover, sited away from drainage paths and fueling areas, equipped with spill kits, absorbents, and an eyewash station. HHW is segregated within the cell by hazard

class (flammables, oxidizers, corrosives, toxics, batteries, compressed gases). Each container is labeled with contents, hazard class/UN ID, accumulation start date, and monitor ticket number; materials are repackaged into DOT-compliant 55-gallon overpack drums (or smaller pails for incompatibles), lab-packed where needed.

Every drum is documented on a Uniform Hazardous Waste Manifest before transport via permitted hazardous-waste hauler to a permitted disposal facility, with manifest copies returned and reconciled. All HHW handling complies with EPA RCRA, FDEP Chapter 62-730 F.A.C., and DOT 49 CFR; documentation is retained for the seven-year audit window.

7. Final Haul-Out, Documentation, Demobilization & Closeout

All reduced mulch and compacted C&D are hauled from the TDMS to Waste Management Okeechobee Landfill (~200 mi round-trip) using walking-floor trailers; Monarch Hill (Pompano) is the named secondary. Miami-Dade landfills do not accept Keys-origin material; any alternate mulch/C&D outlet would be evaluated at event time and submitted to the City for written approval before redirection. Tipping fees are a pass through at cost, weight tickets reconciled to load tickets daily.

Documentation: Standardized load tickets generated by the monitors; trucks certified with 42"×24" placards and Truck Measurement Records signed by both AshBritt Toppino and the City monitor; Automated Debris Management System (ADMS) available; weekly data reconciliation with the City's monitoring firm; online database accessible to the City for the five-year retention window.

Demobilization begins as zones close: equipment is released from project, and convoyed off-island; subcontractors are released or shifted to remaining zones; security and traffic control are scaled down in step with operations.

Site restoration and closeout at each TDMS: debris cleared, grinding fines removed if grinding operations were used, Phase I Environmental Audit at City direction, FDEP-required soil/water testing, grading/seeding/sod per direction, pre- and post-use video records. Final closeout package: total volumes by debris type, final disposal locations and amounts, lien releases, and the closeout invoice.

8. Safety Plan

Before the first load is collected, a **Site-Specific Safety and Health Plan (SSHP)** is prepared for each TDMS and zone, covering hazard inventory, PPE matrix, emergency contacts, hospital routing, and stop-work authority. **Activity Hazard Analyses (AHAs)** are completed for each task—ROW collection, grinding, compaction, climbing/aerial work, HHW handling, marine operations.

Daily tailgate safety meetings at every crew assembly cover the day's hazards (heat stress and hydration in Florida summer conditions, downed energized lines, traffic, chainsaw and pinch-point exposure, lifting, equipment swing radius, marine and over-water work). **Weekly all-hands safety stand-downs** address trends, near-misses, and lessons learned. **Required training** (OSHA 10/30, HAZWOPER, FDOT MOT, HHW, CPR/First Aid) for the project management team is included on the following pages. Additional documentation will be provided for assigned crew members at the time of activation.

Operational controls include MUTCD-compliant traffic control with certified MOT personnel, full PPE (hard hat, eye/face protection, hi-vis Class 2 vest, steel-toe shoes, gloves, hearing protection at grinders), spill response with kits at every fueling pad and HHW area, and a Buddy Rule for confined-space, climbing, and waterway work. Accident and near-miss reporting is immediate to the EHS Manager and the City; serious events trigger root-cause analysis. The Safety Plan integrates the HHW-specific protocols in Section 6 by reference.

Project Management Team

Brian Thomason, Project Manager

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRIAN THOMASON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

Introduction to the Incident Command Management System, (ICS-100)

Issued this 5th Day of July 2006

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRIAN THOMASON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
An Introduction to the National Incident Management Sys

Issued this 5th Day of July, 2006

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute

0.3 IACET CEU

Florida Division of Emergency Management

Brian Thomason

AshBritt, Inc. bthomason@ashbritt.com 12/06/2023

has successfully completed the required

F-ROC Opt-in eLearning

Melissa Foggy
F-ROC Project Manager

Kevin Guthrie, Director
Division of Emergency Management

hsi | AMERICAN SAFETY & HEALTH INSTITUTE | EMS SAFETY

Brian Thomason

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

BASIC LIFE SUPPORT

AshBritt

Disaster Response, Relief, & Recovery

Certificate of Completion

This certifies that

Brian Thomason

has successfully completed 2 Hr. FIRE EXTINGUISHER & FIRE BEHAVIOR Training in accordance with:

OSHA 29 CFR 1910.157 (g)

Instructor Signature

12/18/25
Date

AshBritt, Inc. Health & Safety Program

U.S. ARMY CORPS OF ENGINEERS

NAVFAC

NAVFAC Southwest CERTIFICATE

Brian Thomason

SW9-03-26-00346

has completed the Corps of Engineers and Naval Facilities Engineering Command Training Course:

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS

Online	09FEB-27 FEB 2026	SW9 - NAVFAC Southwest	Gey Allen PE
Location	Training Date(s)	Instructional District/ NAVFAC	District CQM Course Manager
Kugan Panchadsaram PE, PMP	kugan@kugin.com	858-212-2941	
Facilitator/Instructor	Email	Telephone	Facilitator/Instructor Signature

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

AshBritt

Disaster Response, Relief, & Recovery

Certificate of Completion

This certifies that

Brian Thomason

has successfully completed 2 hours of Disaster Response Operations Safety Training in accordance with:

OSHA ACT of 1970 General Duty Clause
AshBritt Environmental, Health, & Safety Program

2025

Instructor Signature

12/18/25
Date

AshBritt, Inc. Health & Safety Program

AshBritt Inc.

Emergency and Disaster Response

Certificate of Completion

This certifies that

Brian Thomason

has successfully completed training in 8H: HAZWOPER Supervisor in accordance with:
AshBritt Health & Safety Program
1910.120 HAZWOPER
RCRA/CERCLA
OSHA 1910.1200 HazCom

HAZWOPER TRAINED

Instructor Signature

AshBritt Inc.

02/17/2026
Date

AB26-BT-8H-S
Cert #

Project Management Team

AshBritt Inc.

Emergency and Disaster Response

Certificate of Completion

This certifies that

Brian Thomason

has successfully completed training in Bnr. HAZWOPER refresher in accordance with:

1910.120 HAZWOPER

1910.146 CONFINED SPACE ENTRY

OSHA 40 CFR 265 IPA

OSHA 49 CFR 171-178 DOT

HAZWOPER TRAINED

02/13/2026

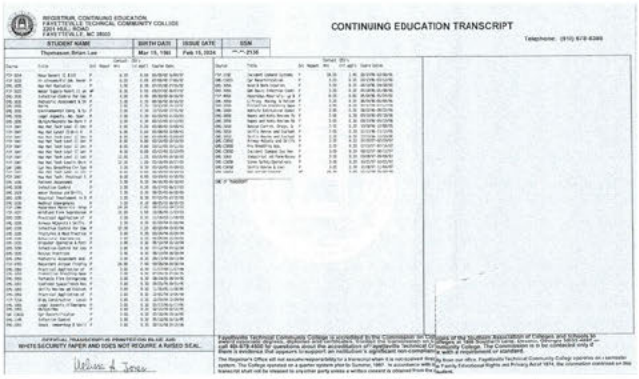
Date

Instructor Signature

AB26-BT-BH-R

Cert #

AshBritt Inc.



CONTINUING EDUCATION TRANSCRIPT

Dow Knight, Operations Manager

26th Annual

Governor's Hurricane Conference®

Fort Lauderdale, Florida May 13-16, 2012

TS LR1. LOGISTICS MANAGEMENT (12.0 CREDIT HOURS)

Training Session

Certificate of Attendance

DOW KNIGHT

SERT

American Red Cross

GOVERNOR'S HURRICANE CONFERENCE®

30th Annual

Governor's Hurricane Conference®

Orlando, Florida May 11-13, 2016

TS17. DEBRIS MANAGEMENT (G202)

(12.0 CREDIT HOURS)

Training Session

Certificate of Attendance

DOW KNIGHT

American Red Cross

GET A PLAN!

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHARLES E. KNIGHT

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00700

National Incident Management System (NIMS), An Introduction

Issued this 11th Day of May, 2006

Cortez Lawrence, PhD

Superintendent

Emergency Management Institute

0.3 CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

CHARLES E. KNIGHT

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00100

Introduction to the Incident Command System, (ICS 100)

Issued this 11th Day of May, 2006

Richard Callis

Acting Superintendent

Emergency Management Institute

0.3 CEU

Florida Division of Emergency Management

Dow Knight

AshBritt, Inc. dow@ashbritt.com 12/06/2023

has successfully completed the required

F-ROC Opt-in eLearning

Melissa Foggy

F-ROC Project Manager

FROC

Kevin Guthrie, Director

Division of Emergency Management

hsi | AMERICAN SAFETY & HEALTH INSTITUTE | EMS SAFETY

Charles Knight

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

BASIC LIFE SUPPORT

Project Management Team

AshBritt

Disaster Response, Relief, & Recovery

Certificate of Completion

This certifies that

Charles Knight

has successfully completed 2 Hr. FIRE EXTINGUISHER & FIRE BEHAVIOR Training in accordance with:

OSHA 29 CFR 1910.157 (g)

Instructor Signature — 12/16/25 *Date*

AshBritt, Inc. Health & Safety Program

U.S. ARMY CORPS OF ENGINEERS

NAVFAC

NAVFAC Southwest CERTIFICATE

"Dow" Charles Knight

SW9-03-26-00115

has completed the Corps of Engineers and Naval Facilities Engineering Command Training Course:

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS

Online	13 JAN-23 JAN 2026	SW9 - NAVFAC Southwest	Quy Allen PE
Location	Training Date(s)	Instructional District/ NAVFAC	District CQM Course Manager
Kugan Panchadsaram PE, PMP	kugan@kugsn.com	858 212-2941	
Facilitator/Instructor	Email	Telephone	facilitator/Instructor Signature

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

AshBritt

Disaster Response, Relief, & Recovery

Certificate of Completion

This certifies that

Charles Knight

has successfully completed 2 hours of Disaster Response Operations Safety Training in accordance with:

OSHA ACT of 1970 General Duty Clause
AshBritt Environmental, Health, & Safety Program

2025

Instructor Signature — 12/16/25 *Date*

AshBritt, Inc. Health & Safety Program

AshBritt Inc.

Emergency and Disaster Response

Certificate of Completion

This certifies that

Charles Knight

has successfully completed training in BNR HAZWOPER refresher in accordance with:
1910.120 HAZWOPER
1910.146 CONFINED SPACE ENTRY
OSHA 40CFR 265 EPA
OSHA 49 CFR 171-178 DOT

HAZWOPER TRAINED

Instructor Signature — 02/06/2026 *Date*

AshBritt Inc. — AB26-CK-8H-R *Cert #*

Brett Postelli, Safety Officer

U.S. ARMY CORPS OF ENGINEERS

USACE LEARNING CENTER
HUNTSVILLE, ALABAMA

NAVFAC

CERTIFICATE

BRETT POSTELLI

SAJ-03-13-00015

has completed the Corps of Engineers and Naval Facility Engineering Command Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784

University of North Florida, Jacksonville, FL	9 & 10 April 2013	Jacksonville District	Edwin Cuebas, 904-232-1128
Location	Training Date(s)	Instructional District/ NAVFAC	CQM-C Manager
William Hamel	William.T.Hamel@usace.army.mil	904-232-1269	Facilitator/Instructor Signature
Facilitator/Instructor	Email	Telephone	

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

CQM-C Recertification online course: https://www.myuln.net

Florida Construction Industry Licensing Board - 10 Continuing Education Hours
University of North Florida / NAVFAC SE - Provider # 0001365, Course # 0608220

Chief, USACE Learning Center
Jeffrey D. Daedzic

OSHAcademy
Occupational Safety & Health Training

Certificate of Professional Program Completion

This is to certify that

Brett M. Postelli

Has demonstrated academic excellence with distinction by completing all assessments and program requirements, and by participating in a comprehensive curriculum equivalent to 40 hours of study in the OSHAcademy Safety & Health Training program. This achievement reflects a strong commitment to Occupational Safety and Health professional development and workplace safety.

40-hour EM 385-1-1 Construction Safety
Hazard Awareness for Contractors (2024)

Steven J. Geigle, MA, CET, CIPM
Director, Instructor
OSHAcademy Safety and Health Training

VERIFIED TRAINING

1110981	07/11/2024	40
Student #	Issue Date	Hours

Printed original certificates must include the OSHAcademy hologram or embossed OSHAcademy seal. All certificates include a unique QR Code and can be validated through the OSHAcademy website. www.oshacademy.com/verify

OSHAcademy is a division of Geigle Safety Group, Inc.
15270 NW Greenbrier Pkwy, Ste 230
Beaverton, OR, USA, 97006
+1 971) 217-8721
www.oshacademy.com

PALM BEACH COUNTY
DIVISION OF EMERGENCY MANAGEMENT

Certificate of Completion

is hereby granted to

Brett Postelli

G-300

ICS-300: INTERMEDIATE INCIDENT COMMAND SYSTEM
FOR EXPANDING INCIDENTS

September 16,2021

Course Manager

Hours 24

PALM BEACH COUNTY
DIVISION OF EMERGENCY MANAGEMENT

Certificate of Completion

is hereby granted to

Brett Postelli

G-400

ADVANCED INCIDENT COMMAND SYSTEM
COMMAND & GENERAL STAFF: COMPLEX INCIDENTS

October 15 , 2021

Course Manager

Hours 16

Project Management Team

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRETT M POSTELLI

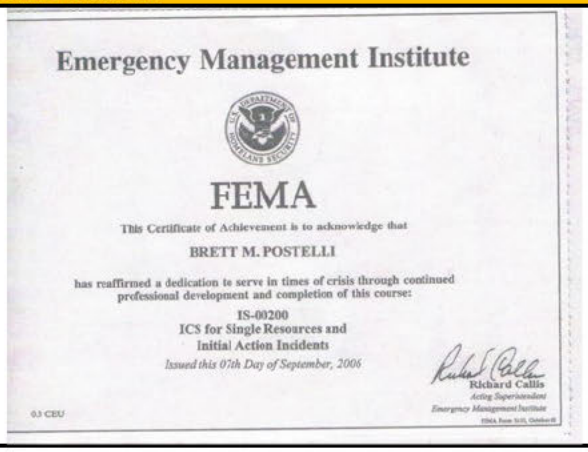
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100
Introduction to the Incident Command System, ICS-100

Issued this 7th Day of September, 2006

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute

0.3 IACET CEU



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRETT M. POSTELLI

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00200
ICS for Single Resources and Initial Action Incidents

Issued this 07th Day of September, 2006

Richard Callis
Acting Superintendent
Emergency Management Institute

0.3 CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRETT M POSTELLI

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00035.18
FEMA Safety Orientation 2018

Issued this 26th Day of July, 2018

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRETT M POSTELLI

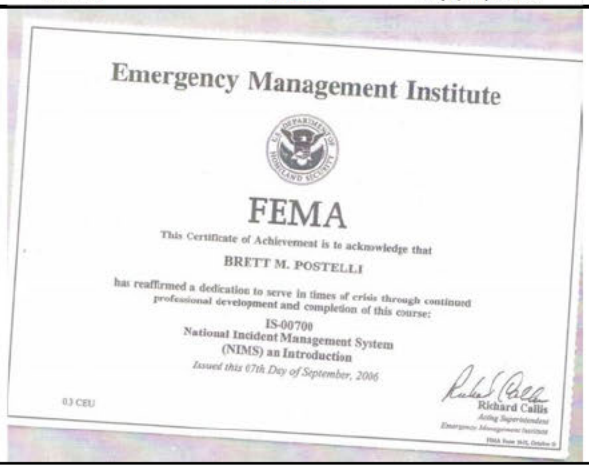
has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632.a
Introduction to Debris Operations

Issued this 26th Day of July, 2018

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRETT M. POSTELLI

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00700
National Incident Management System (NIMS) an Introduction

Issued this 07th Day of September, 2006

Richard Callis
Acting Superintendent
Emergency Management Institute

0.3 CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRETT M POSTELLI

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

Issued this 2nd Day of August, 2015

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRETT M POSTELLI

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00951
DHS Radio Interoperability

Issued this 16th Day of April, 2018

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

AirCare

LANDING ZONE CERTIFICATE

AirCare, Rotor and Fixed Wing Air Medical Transport, certifies successful completion of helicopter orientation and landing zone training by

Brett Postelli

on 14 June 1997, Information imparted in this course includes selection, preparation, communication, and control of landing zones. This training is essential for safe and effective emergency helicopter operations. Recurrent training is recommended.

Robert McMullen, Director of Flight Operations

Project Management Team

CleanHarbors
ENVIRONMENTAL SERVICES, INC.

Certificate of Training

This is to certify that Brett Postelli

Representing Clean Harbors Environmental Services Inc.

Satisfactorily completed training in
40-HOUR HAZARDOUS WASTE OPERATIONS PROGRAM
In Accordance with 29 CFR 1910.120 (e)(3)

CONFINED SPACE ENTRY/RESCUE
In Accordance with 29 CFR 1910.146

Conducted by
CLEAN HARBORS ENVIRONMENTAL TRAINING SPECIALISTS

Date July 19, 2002

Director of Training / David Anderson

AshBritt Inc.
Emergency and Disaster Response
Certificate of Completion

This certifies that
Brett Postelli
has successfully completed training in 8Hr. HAZWOPER refresher in accordance with:
1910.120 HAZWOPER
1910.146 CONFINED SPACE ENTRY
OSHA 40 CFR 265 EPA
OSHA 49 CFR 171-178 DOT

HAZWOPER TRAINED

Instructor Signature
AshBritt Inc.

02/13/2026
Date
AB26-BP-8H-R
Cert #

AshBritt Inc.
Emergency and Disaster Response
Certificate of Completion

This certifies that
Brett Postelli
has successfully completed training in 8Hr. HAZWOPER Supervisor in accordance with:
AshBritt Health & Safety Program
1910.120 HAZWOPER
RCRA/CERCLA
OSHA 1910.1200 HazCom

HAZWOPER TRAINED

Instructor Signature
AshBritt Inc.

02/17/2026
Date
AB26-BP-8H-S
Cert #

Brett Postelli
Nationwide Training & Safety Services LLC
Certificate of Completion
HazCat/WMD
Field Chemical Identification Course
Complies with 29 CFR 1910.120(q),
CCR Title 8, Sections: 5192(q)(6)(C)2, 5192(q)(6)(C)9,
5192(q)(6)(D)2, 5192(q)(6)(D)9, 5192(q)(8)(A)
and NFPA Standard 472
October 5-9, 2015

Dan Keenan
Instructor

Haztech Systems, Inc.
P.O. Box 929
Mariposa, CA 95338
1-800-50-HYTE
sales@hazcat.com

Cal EMA
PARTNERSHIP MEMBER

Certification of Training

This is to certify that

BRETT POSTELLI

has successfully completed a course in

HAZMAT FIRST RESPONDER OPERATIONS LEVEL

consisting of 8 hours of instruction.

Date: December 7, 1996

Mark C. Johnson, Project Specialist

YOUNG'S ENVIRONMENTAL CLEANUP, INC.

Michigan Department of Natural Resources
Marketing and Outreach Division

BOATING SAFETY CERTIFICATE

Last Name	First Name	Middle Initial
POSTELLI	BRETT	M

Date of Birth	Sex	Certificate Number
1971-11-06	M	M7550131

Student Signature

I certify that this student has successfully completed the Boating Safety Education Program as required. Issued under authority of Part 801 and Part 802 Act 451 of 1994 as amended. This certificate must be presented upon demand of any peace officer. Failure to comply with the provisions of this Act is a violation of State Law.

Kurt Kalkomey
Instructor Signature

boat-ed.com

Instructor (print name) Kurt Kalkomey	Date Completed
Instructor Number M4202	February 14, 2013

Not Valid Unless Signed by Instructor

Project Management Team

National Association of Safety Professionals

In recognition of the successful completion of the requisite course of study and by virtue of authority granted by The National Association of Safety Professionals hereby presents the

Certified Environmental Manager (CEM)

Certificate Awarded to

Brett Postelli

In witness whereof this Certificate, signed by the National Association of Safety Professionals Certified Trainer and sealed with the corporate seal is granted.

2023-09-20 — Completion Date
2026-09-20 — Required Renewal Date
679157 — Student ID
President, CEO
50991 — Certified Trainer Signature
4.4 CEUs / 1 Hours Total

The Southeast District of the
Florida Department of Environmental Protection

ACKNOWLEDGES THAT

Brett Postelli

IS PROFICIENT IN THE DISCIPLINE OF

OFFICE OF EMERGENCY RESPONSE: RESPONDER TRAINING

January 27, 2022

ASSISTANT DIRECTOR — SUBJECT MATTER EXPERT

heDEP
PROTECTING FLORIDA TOGETHER

Certificate of Completion

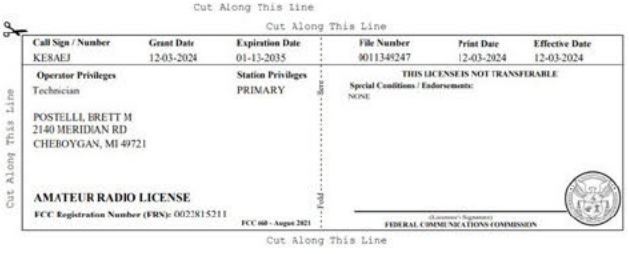
This is to certify that

BRETT POSTELLI

has completed the course

DEP Trailering (Utility) Operations Training

24 August 2021 — Date
Fusco, Kirk J — Instructor



Cut Along This Line

Call Sign / Number	Grant Date	Expiration Date	File Number	Print Date	Effective Date
KE8AEJ	12-03-2024	01-13-2035	8011349247	12-03-2024	12-03-2024

Operator Privileges: Technician
Station Privileges: PRIMARY
THIS LICENSE IS NOT TRANSFERABLE
Special Conditions / Endorsements: NONE

POSTELLI, BRETT M
2140 MERIDIAN RD
CHEBOYGAN, MI 49721

AMATEUR RADIO LICENSE
FCC Registration Number (FRN): 0022815211

FCC 660 - August 2021
FEDERAL COMMUNICATIONS COMMISSION

Cut Along This Line

Hard Hat
A 360training Company

CERTIFICATE OF COMPLETION

This certifies that

Brett Postelli

has successfully completed the course

OSHA - Traffic Control and Flagging

Course Duration 2.0 | Completion Date 01/12/2021 | Certificate # 0000031214707

Samantha Montalbano, Chief Operating Officer

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

Certificate of Completion

BRETT POSTELLI

has successfully complete the following 2-Hour Course:

NFPA 70E

on

12/6/2023

AMERICAN SAFETY COUNCIL
225 E Robinson St Suite 570
Orlando, FL 32801

Course Administrator

CLICKSAFETY®

certifies that

BRETT POSTELLI

has successfully completed

OSHA 30 Hour Construction

and has earned 3 IACET CEUs and 30.3 Contact Hours.

This course was developed and presented by ClickSafety.com, Inc.

I confirm that I personally took the course listed above.

15853307	12/11/2015	30.25 HOURS	
SERIAL NUMBER	COMPLETION DATE	COURSE DURATION	STUDENT SIGNATURE

15853307

Veolia Environmental
Special Services Division

Certificate of Completion

Name of Course:
10Hour OSHA

Date of Course Completion:
09-15-2012

Course Components:
OSHA Standard 29 CFR 1926.21(b)(2)

This is to certify that
Brett Postelli
Name of Student
has successfully completed the above course, plus additional description and information as appropriate
in Construction Safety and Health

Instructor's Signature:
Instructor's Name:
Date: 09-15-2012

Project Management Team

OSHAcademy
Occupational Safety & Health Training

This is to certify that

Brett M. Postelli

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Demolition Safety

Topics covered in this training include: Demolition Program Elements; Contractor Preparation; Engineering Survey and Report; Locating Utilities; Worker Training; Fire Prevention and Protection Planning; Medical Services, First Aid, and Security; Demolition Hazards; Structural Instabilities; Unsecured Work Areas; Hazardous Substances; Safe Work Practices in Confined Spaces; Demolition of Pre-stressed Concrete Structures; Special Structures Demolition; Removing Debris and Cleanup; Controlling Asbestos; and Silica Exposure.

Steven J. Gingle, MA, CET, CSHM
Director, Instructor
OSHAcademy Safety and Health Training

This training complies with OSHA standards and conforms with ANSI/ASSP Z490.1 and ISO 45001 guidelines for Safety, Health and Environmental (SHE) Training. OSHAcademy training is widely recognized by government agencies, colleges, technical schools, and businesses. OSHAcademy training also qualifies for Continuance of Certification (COC) points toward professional recertification.

VERIFIED TRAINING

1110981	06/26/2024	5.0
Student #	Issued	Hours

Printed original certificates must include the OSHAcademy hologram or embossed OSHAcademy seal. All certificates include a unique QR Code and can be validated through the OSHAcademy website. www.oshacademy.com/verify

OSHAcademy is a division of Gingle Safety Group, Inc.
15220 NW Greenbrier Pkwy, Ste 230
Beaverton, OR, USA. 97006
+1 (971) 217-8711
www.oshacademy.com

OSHAcademy
Occupational Safety & Health Training

This is to certify that

Brett M. Postelli

Has successfully completed all assignments and final exam requirements for the following OSHAcademy Occupational Safety & Health Course:

Crane Safety
Basic

Topics covered in this training include: Crane Types - Mobile, Tower, Articulating, and Derricks; Duties of the Controlling Employer and the Assembly/Disassembly Director (A/D Director); Competent Person; Qualified Person; Signals - Hand, Voice, Audible, and New Methods; Signal Person Duties; Operator, Crew Team, and Rigger Responsibilities; Training Requirements; Certification Methods; Inspections and Corrective Actions; Work Area Control; Hoisting Load and Traveling with Loads; Suspended Load Safety; and Hoisting Personnel.

Steven J. Gingle, MA, CET, CSHM
Director, Instructor
OSHAcademy Safety and Health Training

This training complies with OSHA standards and conforms with ANSI/ASSP Z490.1 and ISO 45001 guidelines for Safety, Health and Environmental (SHE) Training. OSHAcademy training is widely recognized by government agencies, colleges, technical schools, and businesses. OSHAcademy training also qualifies for Continuance of Certification (COC) points toward professional recertification.

VERIFIED TRAINING

1110981	06/27/2024	1.0
Student #	Issued	Hours

Printed original certificates must include the OSHAcademy hologram or embossed OSHAcademy seal. All certificates include a unique QR Code and can be validated through the OSHAcademy website. www.oshacademy.com/verify

OSHAcademy is a division of Gingle Safety Group, Inc.
15220 NW Greenbrier Pkwy, Ste 230
Beaverton, OR, USA. 97006
+1 (971) 217-8711
www.oshacademy.com

Richie Bensh, Operations Supervisor

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

RICHARD BENSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-100.C:
INTRODUCTION TO INCIDENT COMMAND SYSTEM, ICS-100

Issued this 06th Day of September, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

RICHARD BENSH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System
(NIMS), An Introduction

Issued this 25th Day of March, 2008

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.1 CEU

17 YEARS

kugan&associates, Inc.
Training for Today and Tomorrow

K&A

CERTIFICATE OF COMPLETION

Richard Bensh

KA-CQM-23-0304

has completed the Kugan & Associates, Inc., 16 Hour Online Training Course

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS

Course Content Exceeds USACE / NAVFAC CQM-C #784 Training Content

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE	07 April 2023	24 April 2023	Roger Khavari CCM
	Course Start Date	Course Completion Date	CQM Course Manager Kugan & Associates, Inc.
Kugan Panchadsaran PE, PMP	kugan@kugan.com	858-212-2941	Kugan Panchadsaran
CQM Facilitator / Instructor	Email	Telephone	Kugan Panchadsaran PE, PMP CQM Primary Facilitator Kugan & Associates, Inc.

The U.S. Army Corps of Engineers (USACE) and NAVFAC Facilities Engineering Command (NAVFAC) are proponents of Construction Quality Management (CQM) training and inspection of construction.

Kugan & Associates, Inc. | 9663 Tierra Grande Street, San Diego, CA 92126 | www.kugan.com | info@kugan.com | 858-212-2941

AshBritt Inc.
Emergency and Disaster Response
Certificate of Completion

This certifies that

Richard Bensh

has successfully completed training in BH: HAZWOPER Supervisor in accordance with:
Ashbritt Health & Safety Program
1910.120 HAZWOPER
RCRA/CERCLA
OSHA 1910.1200 HazCom

ASHBRITT · AZHB
HAZWOPER TRAINED

Instructor Signature

AshBritt Inc.

03/12/2026
Date

AB26-BP-BH-5
Cert #

AshBritt Inc.
Emergency and Disaster Response
Certificate of Completion

This certifies that

Richard Bensh

has successfully completed training in 40HR HAZWOPER in accordance with:
1910.120 HAZWOPER
1910.146 CONFINED SPACE ENTRY
OSHA 40 CFR 265 IPA
OSHA 49 CFR 171-178 DOT

ASHBRITT · AZHB
HAZWOPER TRAINED

Instructors Signature

AshBritt Inc.

03/11/2026
Date

AB26-RB-40H
Cert #

Project Management Team

Gerardo Castillo, Logistics Director

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GERARDO CASTILLO

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-100.C:
INTRODUCTION TO INCIDENT COMMAND SYSTEM, ICS-100

Issued this 06th Day of September, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GERARDO CASTILLO

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-700.B:
AN INTRODUCTION TO THE NATIONAL INCIDENT MANAGEMENT SYSTEM

Issued this 06th Day of September, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.40 IACET CEU

George Minges, Technical Assistance Manager

This certifies that

GEORGE C. MINGES

has completed the

Emergency Response To Hazardous Material Incidents

40 Hour Training Course
3.8 Continuing Education Units
Louisville, Kentucky
September 21 – 21, 2012

Presented by the

State Fire Rescue Training

In cooperation with the

U.S. ENVIRONMENTAL PROTECTION AGENCY

ENVIRONMENTAL RESPONSE TRAINING PROGRAM

This course meets and exceeds the 29 CFR 1910.120(q)(6)(iii) requirements of a minimum of 24 hours of training for a hazardous materials technician.

Course Director
State Fire Rescue Training

U.S. EPA External Coordinator

R0104

AUXILIARY EMERGENCY
COMMUNICATIONS COURSE

George Minges

Has, on this 15th day of June 2014, completed 24 hours of the Office of Emergency Communications Auxiliary Emergency Communications Course

Kentucky Office of Emergency Management, Frankfort, Kentucky

Ronald T. Hewitt
Director,
Office of Emergency Communications
National Protection and Programs Directorate
U.S. Department of Homeland Security

CERTIFICATE OF COMPLETION

Presented To:
George Minges
Ballardsville Fire Department
For the Successful Completion
of
20 Hours
Basic Search and Rescue

Terry L. Varney, STO
Terry L. Varney, State Training Officer
Kentucky Emergency Management

Kentucky

26 May 2013
DATE

Certificate of Training

Awarded to

George Minges

In recognition for completion of 16 hours
in Confined Space Rescuer Training
in accordance with the requirements of
OSHA 29CFR 1910.146
Issued this 25th day of May 2011

Gary K. Vest, IMO, CFPS
President - ISTS

ISTS Industrial Safety & Training Services

U.S. ARMY CORPS OF ENGINEERS

NAVFAC

NAVFAC Southwest CERTIFICATE

George Minges

SW9-03-26-00559

has completed the Corps of Engineers and Naval Facilities Engineering Command Training Course:

CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS

Online	27MAR-10APR 2026	SW9 - NAVFAC Southwest	Guy Allen PE
Location	Training Date(s)	Instructional District/ NAVFAC	District CQM Course Manager
Kugan Panchadsaram PE, PMP	kugin@kugan.com	858-212-2941	
Facilitator/Instructor	Email	Telephone	facilitator/Instructor Signature

THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE

CERTIFICATE OF COMPLETION

Presented To:
George Minges
Ballardsville Fire Department
For the Successful Completion
of
20 Hours
ERI-Search Management for the Initial Response Incident Commander

Terry L. Varney, STO
Terry L. Varney, State Training Officer
Kentucky Emergency Management

Kentucky

22 June 2014
DATE

Project Management Team

Emergency Management Institute

FEMA

This is to certify that

George Minges

successfully completed

Continuity Planning
Cincinnati, Ohio

1.4 IACET CEU

September 20 - 21, 2022

Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This is to certify that

George Charles Minges

successfully completed

Public Assistance Alternative Procedures
Kansas City, Missouri

July 22, 2015

Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This is to certify that

George Charles Minges

successfully completed

Public Assistance Program Field Operations
Kansas City, Missouri

July 22, 2015

Superintendent
Emergency Management Institute

Commonwealth of Kentucky

Commission on Fire Protection Personnel, Standards and Education

Fire Fighter Testing Program

as accredited by the

INTERNATIONAL FIRE SERVICE ACCREDITATION CONGRESS

hereby confirms that

George Minges

is certified to

HazMat Operations (472:2008)

In accordance with the provisions of the National Fire Protection Association's Professional Qualification Standards.

IFSAC Seal Number 1711141

11/09/12
Effective Date

Duane A. Suttles
Commission Accreditation Chairman

Commonwealth of Kentucky

Commission on Fire Protection Personnel, Standards and Education

Fire Fighter Testing Program

as accredited by the

INTERNATIONAL FIRE SERVICE ACCREDITATION CONGRESS

hereby confirms that

George Minges

is certified to

HazMat Awareness (472:2008)

In accordance with the provisions of the National Fire Protection Association's Professional Qualification Standards.

IFSAC Seal Number 1711144

11/09/12
Effective Date

Duane A. Suttles
Commission Accreditation Chairman

CERTIFICATE OF COMPLETION

Presented To:
George Minges
USACE, Louisville District
For the Successful Completion
of
24 Hours
Homeland Security Exercise and Evaluation Program
HSEEP

Terry L. Varney, STO
Terry L. Varney, State Training Officer
Kentucky Emergency Management

15 March 2013
DATE

KENTUCKY FIRE COMMISSION
STATE FIRE RESCUE TRAINING

Kentucky Community and Technical College System
KY FIRE COMMISSION
SFRT 6

This Certificate is presented to

GEORGE MINGES

For Attending / Completing the

NIMS IS 300

21 HOURS

At the following facility:

ZONETON FIRE

Les Bandy
Instructor

February 11-15, 2011
Date

KENTUCKY FIRE COMMISSION
STATE FIRE RESCUE TRAINING

Kentucky Community and Technical College System
KY FIRE COMMISSION
SFRT 6

This Certificate is presented to

GEORGE MINGES

For Attending / Completing the

NIMS 400

16 HOURS

At the following facility:

ZONETON FIRE

Les Bandy
Instructor

MARCH 3-4, 201
Date

Project Management Team

NEW MEXICO TECH

ENERGETIC MATERIALS RESEARCH AND TESTING CENTER

George C. Minges

Has successfully completed the

Incident Response to Terrorist Bombings

Technical Operations Course (32 hours) and is awarded 3 Continuing Education Units

This certificate certifies the holder as an Instructor for the Incident Response to Terrorist Bombings program as administered by New Mexico Institute of Mining and Technology

May 18, 2015 - May 21, 2015

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE C MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00001
Emergency Program Manager
An Orientation to the Position

Issued this 11th Day of October, 2012

1.0 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE C MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.a
Introduction to the Incident Command System, ICS-100

Issued this 20th Day of October, 2009

0.3 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE C MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00120.a
An Introduction to Exercises

Issued this 19th Day of January, 2013

0.5 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE C MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00130
Exercise Evaluation and Improvement Planning

Issued this 24th Day of January, 2013

0.5 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b
ICS for Single Resources and Initial Action Incident, ICS-200

Issued this 11th Day of March, 2011

0.3 IACET CEU

Vilma Schifano Milmoe
Superintendent (Acting)
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00253.a
Overview of FEMA Environmental and Historic Preservation Review Responsibilities

Issued this 23rd Day of July, 2015

0.4 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE C MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-02900
National Disaster Recovery Framework (NDRF) Overview

Issued this 17th Day of March, 2014

0.2 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Project Management Team

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE C MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00005.a
An Introduction to Hazardous Materials

Issued this 11th Day of October, 2012

Tony Russell
Superintendent
Emergency Management Institute

1.0 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE C MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632.a
Introduction to Debris Operations

Issued this 18th Day of September, 2013

Tony Russell
Superintendent
Emergency Management Institute

0.2 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

GEORGE C MINGES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 11th Day of January, 2010

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 IACET CEU

DEPARTMENT OF THE ARMY

CERTIFICATE OF TRAINING

This is to certify that

George Minges

has successfully completed

Certificate Title - RISK MANAGEMENT CIVILIAN BASIC COURSE (2G-F104_DL_)

GIVEN AT 01/31/2023

Timothy M. Hall
Product Manager, Army Training Information System

DA FORM 87, 1 OCT 78

Certificate of Training

This is to acknowledge that

George Minges

has completed the following virtual USACE-supported civil course

Emergency Management 101

Date: 30 NOV – 3 DEC 2021

Frank Randon
Frank Randon, EM Lead Instructor

US Army Corps of Engineers

Font is already loaded.

Certificate of Training

This is to acknowledge that

George Minges

has completed the

US Army Corps of Engineers
Public Law 84-99 Basic Course

RSC

15 - 19 May 2023

US Army Corps of Engineers

Shelby Pay-Chaney, FEMA Compliance Manager

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-100.C:
INTRODUCTION TO INCIDENT COMMAND SYSTEM, ICS-100

Issued this 05th Day of September, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-1000:
PUBLIC ASSISTANCE PROGRAM AND ELIGIBILITY

Issued this 26th Day of May, 2020

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.80 IACET CEU

Project Management Team

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-1001:
THE PUBLIC ASSISTANCE DELIVERY MODEL ORIENTATION

Issued this 26th Day of May, 2020

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.40 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-1010:
Emergency Protective Measures

Issued this 24th Day of June, 2024

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.30 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-1018:
DETERMINATION MEMORANDUMS AND APPEALS

Issued this 19th Day of March 2020

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-1027:
FIRE MANAGEMENT ASSISTANCE GRANTS (FMAG)

Issued this 18th Day of May, 2020

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.30 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-1300:
INTRODUCTION TO CONTINUITY OF OPERATIONS

Issued this 09th Day of December, 2020

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.10 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-20.20:
DIVERSITY AWARENESS COURSE 2020

Issued this 02nd Day of September, 2020

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.10 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-33.15:
FEMA INITIAL ETHICS ORIENTATION 2015

Issued this 23rd Day of October, 2015

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.10 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-37.20:
MANAGERIAL SAFETY AND HEALTH

Issued this 04th Day of September, 2020

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU

Project Management Team

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-632.A:
INTRODUCTION TO DEBRIS OPERATIONS

Issued this 15th Day of December, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.20 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-633:
DEBRIS MANAGEMENT PLAN DEVELOPMENT

Issued this 18th Day of April, 2024

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.60 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-700.B:
AN INTRODUCTION TO THE NATIONAL INCIDENT MANAGEMENT SYSTEM

Issued this 05th Day of September, 2023

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.40 IACET CEU

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

SHELBY PAY-CHANEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-907:
ACTIVE SHOOTER: WHAT YOU CAN DO

Issued this 02nd Day of September, 2020

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.10 IACET CEU

Rebecca Georgia, Operations Data and GIS Coordinator

Hazardous Materials Response & Training

Certificate of Completion

This certifies that

Rebecca George

has successfully completed

Hazardous Waste Operations & Emergency Response
(HAZWOPER) 40-hr Initial Training Course
OSHA 29 CFR 1910.120(e)(3)(i)
&
Globally Harmonized System Training

West Palm Beach, FL
April 14, 2023

Jamie Arleo, Instructor

Center for Domestic Preparedness

FEMA

This is to certify that

Georgie George

successfully completed the

Hazardous Materials Awareness Distance Learning

(0.8 Continuing Education Units/8.00 Contact Hours)

Issued this 28th day of July, 2023

AUTHORIZED IACET PROVIDER

Tony Russell
Superintendent
Center for Domestic Preparedness
Federal Emergency Management Agency
U.S. Department of Homeland Security

NDPTC
National Disaster Preparedness Training Center

FEMA

ACCREDITED IACET PROVIDER

(4 hours, 0.3 CEU)

National Disaster Preparedness Training Center

In collaboration with
Department of Homeland Security
Federal Emergency Management Agency

Certificate of Completion Presented To

Rebecca George

for successfully completing

Hurricane Awareness

AWR-343

on this day
June 15, 2023

Karl Kim, Executive Director
National Disaster Preparedness Training Center

AshBritt

Disaster Response, Relief, & Recovery

Certificate of Completion

This certifies that

Rebecca George

has successfully completed 2 hours of Disaster Response Operations Safety Training in accordance with:

OSHA ACT of 1910 General Duty Clause
AshBritt Environmental, Health, & Safety Program

2025

Instructor Signature

12/18/25
Date

AshBritt, Inc. Health & Safety Program

Project Management Team

Hazardous Materials Response & Training

Certificate of Completion

This certifies that

Rebecca George

has successfully completed

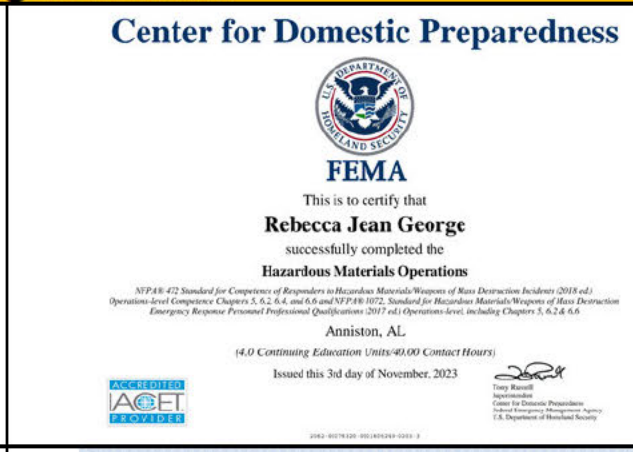
DOT Hazardous Materials Transportation

49 CFR Parts 171-178

West Palm Beach, FL

April 13, 2023

Jamie Arleo, Instructor



Center for Domestic Preparedness

FEMA

This is to certify that

Rebecca Jean George

successfully completed the

Hazardous Materials Operations

NFPA® 472 Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents (2018 ed.) Operations-level Competence Chapters 5, 6.2, 6.4, and 6.6 and NFPA® 1072, Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications (2017 ed.) Operations-level, including Chapters 5, 6.2 & 6.6

Anniston, AL

(4.0 Continuing Education Units/40.00 Contact Hours)

Issued this 3rd day of November, 2023

ACCREDITED IACET PROVIDER

Tony Russell
Superintendent
Center for Domestic Preparedness
Federal Emergency Management Agency
U.S. Department of Homeland Security

PALM BEACH COUNTY
SHERIFF'S OFFICE

Certificate of Completion

is hereby granted to

Rebecca George

ICS-300 INTERMEDIATE INCIDENT COMMAND SYSTEM FOR EXPANDING INCIDENTS

May 25, 2023

Allan Ortman
Instructor

21 hour

PALM BEACH COUNTY
SHERIFFS OFFICE

Certificate of Completion

is hereby granted to

Rebecca George

ICS-400 ADVANCED INCIDENT COMMAND SYSTEM FOR COMMAND AND GENERAL STAFF – COMPLEX INCIDENTS

August 10, 2023

Allan Ortman
Instructor

35 hour

AshBritt

Disaster Response, Relief, & Recovery

Certificate of Completion

This certifies that

Rebecca George

has successfully completed 2 Hr. FIRE EXTINGUISHER & FIRE BEHAVIOR Training in accordance with:

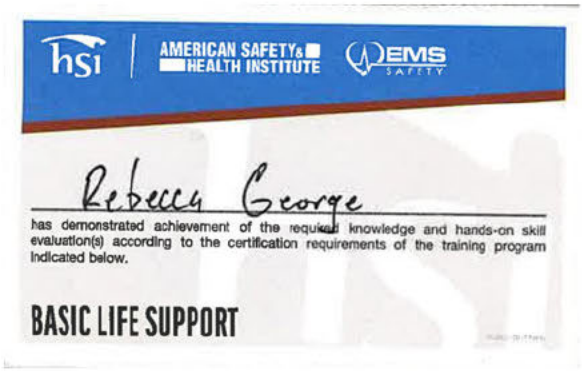
OSHA 29 CFR 1910.157 (g)

Instructor Signature

12/18/25

Date

AshBritt, Inc. Health & Safety Program



hsi | AMERICAN SAFETY & HEALTH INSTITUTE | EMS SAFETY

Rebecca George

has demonstrated achievement of the required knowledge and hands-on skill evaluation(s) according to the certification requirements of the training program indicated below.

BASIC LIFE SUPPORT

Certificate of Completion

This is to certify that

Rebecca George

has completed to satisfaction FL-FROC-602: A Comprehensive Approach to F-ROC Administration. Completed 8/7/2023, in Palm Beach County.

This course has awarded 8 contact hours towards FEPA certification in the Recovery mission area.

Kevin Guthrie
Director
Florida Division of Emergency Management

Melissa Foggy
Deputy Bureau Chief of Recovery
Project Manager of F-ROC
Florida Division of Emergency Management

FDEM

Blue Skies
Professional Services

This is to certify that

Rebecca George

Has successfully completed the 24-hour course requirements of

Intermediate Emergency Operations Center Functions : G-2300

January 22 – 24, 2024

West Palm Beach, Florida

Ursula Walker

EMI/FDEM Approved

J. Stephen Litschauer

Project Management Team

This acknowledges that

Rebecca George

has successfully completed the
National Traffic Incident Management
Responder Training Course
and earned 4 Professional Development Hours (PDHs).

Date: *October 27, 2023* **Location:** *Pompano*

SHRP2 SOLUTIONS AASHTO TRB

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR TRAINING PROGRAM

Rebecca George

CLASS DATE	INSPECTOR #
04/06/2022	49660

QUALIFIED STORMWATER MANAGEMENT INSPECTOR
CURRENTLY DOES NOT EXPIRE

- **Attachment W. Verification Letter that Contractor is Familiar with City's Temporary Debris Management Sites**

**** Please see the following pages for the Attachment ****

ATTACHMENT W – VERIFICATION LETTER THAT CONTRACTOR IS FAMILIAR WITH CITY'S TEMPORARY DEBRIS MANAGEMENT SITES. LIST OF APPROVED SITES PROVIDED BY CITY

SUMMARY OF LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

All Sites are +/- a acre.

Primary Sites (debris storage and reduction):

1. Truman Waterfront Property – Approximately 5 acres
2. 5701 College Road – Approximately 4 acres
3. Rockland Operations LLC. Rockland Key – 10 acres

Secondary Sites (debris storage only):

1. Trumbo Road Property – Approximately 2 acres
2. 918 Fort Street Parking Lot – Approximately .25 acres
3. 631 Green Street Parking Lot – Approximately .50 acres
4. 800 Caroline Street Parking Lot – Approximately 1 acres
5. Fire Station #2 – Approximately .75 acres
6. Indigenous Park – Approximately 1 acre
7. South Roosevelt Boulevard Bridle Path – Approximately 4 acres
8. 1809 Bertha Street – Approximately .50 acres
9. 1903 South Roosevelt Boulevard Parking Lot – Approximately 1 acres
10. Boog Powell Court Parking Lot – Approximately .50 acres
11. Wickers Fields Parking Lot – Approximately 1 acres

NOTE: Additional sites may be added or removed as necessary. The Contractor will receive no additional charges for any site within 15 miles of the City of Key West.

AshBritt

May 8, 2026

City Clerk
City of Key West
1300 White Street
Key West, FL 33040

RE: RFP # 26-008, Services for Disaster Response

To Whom it may Concer:

AshBritt Toppino, a Joint Venture between AshBritt, Inc. and Charley Toppino & Sons, Inc., has provided disaster debris removal services on several occassions for the City of Key West and is very familiar with the City's list of approved temporary debris management sites as listed below.

Primary Sites (debris storage and reduction):
1. Truman Waterfront Property – Approximately 5 acres
2. 5701 College Road – Approximately 4 acres
3. Rockland Operations LLC. Rockland Key – 10 acres

Secondary Sites (debris storage only):
1. Trumbo Road Property – Approximately 2 acres
2. 918 Fort Street Parking Lot – Approximately .25 acres
3. 631 Green Street Parking Lot – Approximately .50 acres
4. 800 Caroline Street Parking Lot – Approximately 1 acres
5. Fire Station #2 – Approximately .75 acres
6. Indigenous Park – Approximately 1 acre
7. South Roosevelt Boulevard Bridle Path – Approximately 4 acres
8. 1809 Bertha Street – Approximately .50 acres
9. 1903 South Roosevelt Boulevard Parking Lot – Approximately 1 acres
10. Boog Powell Court Parking Lot – Approximately .50 acres
11. Wickers Fields Parking Lot – Approximately 1 acres

Sincerely,

Brittany Perkins Castillo
Authorized Member

Attachment X. Disaster Response Services Provider Draft Contract Documents

**** Please see the following pages for the Attachment ****

ATTACHMENT X – DISASTER RESPONSE SERVICES PROVIDER DRAFT CONTRACT DOCUMENTS

TERMS AND CONDITIONS WILL BE NEGOTIATED UPON SELECTION

Attachment X requirement removed with Addendum 2.

Attachment Y. Letter Regarding Experience

**** Please see the following pages for the Attachment ****

ATTACHMENT Y – LETTER REGARDING EXPERIENCE

Contractor must provide the following documentation:

1. At least five years of experience in conducting disaster recovery logistical support and debris removal operations.

2. Knowledge and experience in FEMA public assistance reimbursement procedures; and

3. Contractor Has provided services similar to those required to at least one jurisdiction with a population of 30,000.

Please see the following pages for AshBritt Toppino's response. Our response includes all information required by Addendum 2.

Attachment Y: Letter Regarding Experience

Pursuant to the Attachment Y revisions incorporated by Addendum #2, please see AshBritt Toppino's affirmation of the minimum qualifications in this Letter Regarding Experience.

1. At least five years of experience in conducting disaster recovery logistical support and debris removal operations.

AshBritt, Inc. and Charley Toppino & Sons have worked together on multiple Florida Keys disaster recovery logistical support and debris removal operations since 1998. Individually, AshBritt has provided disaster recovery logistical support and debris removal to local, county, state, and federal clients across the United States for more than 33 years. To reduce redundancy, please find information regarding this experience in the following locations of this proposal:

- **Tab 2, Evaluation Criteria 1: Qualifications and Experience** – *Contractor Past Performance and Experience*
- **Tab 4, Evaluation Criteria 3: Financial Stability** – *Size of Projects Successfully Completed in the Past 5 Years*

2. Knowledge and experience in FEMA public assistance reimbursement procedures.

Navigate the complexities of post-disaster recovery with confidence. The table below details AshBritt's experience responding to **over 110 federally declared disasters**, demonstrating our expertise in navigating FEMA's Public Assistance and Fire Management Assistance Grant programs, the Federal Highway Administration's (FHWA) Emergency Relief (ER) Program, and the Natural Resources Conservation Service's (NRCS) Emergency Watershed Protection (EWP) Program. Our methods are meticulously tailored to secure federal reimbursement, alleviate financial burdens, and accelerate the City's ability to recover seamlessly.

Note: Lines in **bold red** font represent disasters worked together by AshBritt and Toppino.

Year	Disaster	Federal Grant Program	State
2026	Winter Storm Fern	FEMA PA EM-3634	MD
		FEMA PA EM-3632	SC
		FEMA PA EM-3633	KY
		FEMA PA EM-3642	GA
		FEMA PA EM-3631	VA
2025	July 4th Kerr County Flood Event	FEMA PA DR-4879	TX
	Severe Storm and Flooding	FEMA PA DR-4843	NM
2024	Hurricane Milton	FEMA PA DR-4834	FL
	Hurricane Helene	FEMA PA DR-4828	FL
		FEMA PA DR-4830	GA
		FEMA PA DR-4827	NC
		FEMA PA DR-4829	SC
		FEMA PA DR-4831	VA
	Hurricane Debby	FEMA PA DR-4806	FL

Year	Disaster	Federal Grant Program	State
	Hurricane Beryl	FEMA PA DR-4798	TX
	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	FEMA PA DR-4781	TX
	Severe Storms, Straight-line Winds, Tornadoes, Landslides, and Mudslides	FEMA PA DR-4782	KY
2023	Hurricane Idalia	FEMA PA DR-4734	FL
		FEMA PA DR-4738	GA
	Severe Rainstorm/Flooding	FEMA PA DR-4709	FL
	Straight-Line Windstorm	FEMA PA DR-4747	KS
2022	Severe Storms and Flooding	FEMA PA DR-4663	KY
	Hurricane Ian	**FEMA PA DR-4673;** FHWA ER FL22-1	**FL**
	Hurricane Nicole	FEMA PA DR-4680	FL
	Severe Winter Storms	FEMA PA DR-4644	VA
2021	Wildfires	FEMA PA DR-4562	OR
	Hurricane Ida	FEMA PA DR-4626	MS
		FEMA PA DR-4614	NJ
		FEMA PA DR-4611	LA
	Tornadoes	FEMA PA DR-4630	KY
2020	Tropical Storm Isaias	FEMA PA DR-4567	NY
		FEMA PA DR-4580	CT
	Tropical Storm Imelda	FEMA PA DR-4466	TX
	Hurricane Laura	FEMA PA DR-4559	TX
	Hurricane Sally	FEMA PA DR-4564	FL
	Hurricane Zeta	FEMA PA DR-4575	MS
		FEMA PA DR-4576	GA
	Severe Storms	FEMA PA DR-4542	SC
	COVID-19	FEMA PA DR-4512	VA
		FEMA PA DR-4485	TX
		FEMA PA DR-4496	MA
		FEMA PA DR-4486	FL
		FEMA PA DR-4484	LA
		FEMA PA DR-4523	NV
	Tropical Storm Eta	FEMA PA EM-3551	FL
2019	Hurricane Dorian	FEMA PA DR-4468	SC
	Severe Storms and Flooding	FEMA PA DR-4454	TX
2018	Hurricane Michael	FEMA PA DR-4399	FL
		FEMA PA DR-4400	GA
	Camp Fire	FEMA FMAG FM-5278	CA
	Severe Storms and Flooding	FEMA PA DR-4377	TX
2017	Hurricane Harvey	FEMA PA DR-4332	TX
	Hurricane Irma	**FEMA PA DR-4337**	**FL**
		FEMA PA DR-4338	GA
		FEMA PA DR-4346	SC

Year	Disaster	Federal Grant Program	State
	Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fires	FEMA PA DR-4344	CA
	Severe Storms	FEMA PA DR-4294	GA
2016	Winter Storm Jonas	FEMA PA DR-4261	MD
		FEMA PA DR-4262	VA
	Severe Storms and Flooding	FEMA PA DR-4269	TX
	Hurricane Matthew	FEMA PA DR-4283	FL
		FEMA PA DR-4284	GA
		FEMA PA DR-4286; FHWA ER SC17-1	SC
	Blue Cut Fire	FEMA FMAG FM-5147	CA
	Soberanes Fire	FEMA FMAG FM-5137	CA
2015	Valley Fire	FEMA PA DR-4240	CA
	Severe Storms and Flooding	FEMA PA DR-4241	SC
	Severe Storms and Flooding	FEMA PA DR-4223	TX
	Severe Winter Storms	FEMA PA DR-4215	GA
2014	Winter Storm Pax	FEMA PA DR-4165	GA
		FEMA PA DR-4166	SC
2013	Winter Storm Nemo	FEMA PA DR-4106	CT
		FEMA PA DR-4110	MA
2012	Severe Storm and Snowstorm	FEMA PA DR-4051	MA
	Hurricane Sandy	FEMA PA DR-4086	NJ
		FEMA PA DR-4087	CT
		FEMA PA DR-4092	VA
		FEMA PA DR-4085	NY
		FEMA PA DR-4091	MD
	Tropical Storm Debby	FEMA PA DR-4068	FL
2011	EF 3 Tornado	FEMA PA DR-1969	NC
	EF2 Tornado	FEMA PA DR-1973	GA
	Tornado	FEMA PA DR-1994; NRCS EWP	MA
	Hurricane Irene	FEMA PA DR-4023	CT
		FEMA PA DR-4024	VA
		FEMA PA DR-4028	MA
	Severe Storms	FEMA PA DR-4046	CT
2010	Snow and Ice Storm	FEMA PA DR-1905	VA
		FEMA PA DR-1910	MD
	Hurricane Alex	FEMA PA DR-1931	TX
2008	Hurricane Dolly	FEMA PA DR-1780	TX
	Hurricane Ike	FEMA PA DR-1791	TX
	Tropical Storm Fay	FEMA PA DR-1785	FL
2005	Hurricane Dennis	FEMA PA DR-1595	FL

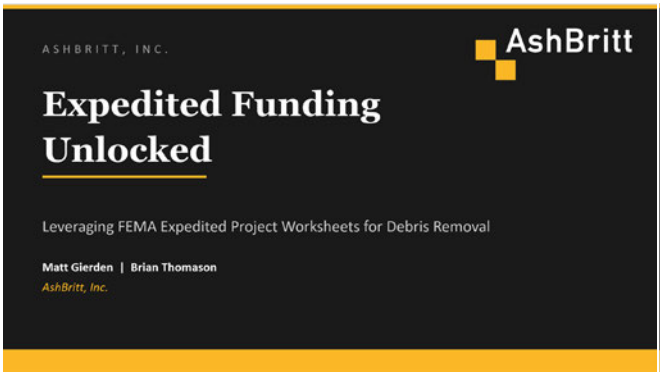
Year	Disaster	Federal Grant Program	State
	Hurricane Cindy	FEMA PA DR-1601	LA
	Hurricane Katrina	FEMA PA DR-1602	FL
		FEMA PA DR-1603	LA
		FEMA PA DR-1604	MS
	Hurricane Wilma	FEMA PA DR-1609	FL
2004	Hurricane Charley	FEMA PA DR-1539	FL
	Hurricane Frances	FEMA PA DR-1545	FL
	Hurricane Ivan	FEMA PA DR-1549	FL
2003	Ice Storm	FEMA PA DR-1451	SC
	Hurricane Isabel	FEMA PA DR-1491	VA
		FEMA PA DR-1490	NC
2002	Ice Storm	FEMA PA DR-1401	OK
	EF5 Tornado	FEMA PA DR-1409	MD
	Hurricane Lili	FEMA PA DR-1437	LA
	Ice Storm	FEMA PA DR-1448	NC
2000	Ice Storm	FEMA PA DR-1356	NC
1999	EF5 Tornado	FEMA PA DR-1272	OK
	Hurricane Floyd	FEMA PA DR-1292	NC
		FEMA PA DR-1300	FL
	Hurricane Irene	FEMA PA DR-1306	FL
1998	EF2 Tornado	FEMA PA DR-1195	FL
	Hurricane Bonnie	FEMA PA DR-1242	VA
	Hurricane Georges	**FEMA PA DR-1249**	**FL**
	Tropical Storm Mitch	**FEMA PA DR-1259**	**FL**
1996	Hurricane Fran	FEMA PA DR-1134	NC
1995	Hurricane Erin	FEMA PA DR-1062	FL
	Hurricane Opal	FEMA PA DR-1069	FL
1993	Ice Storm	FEMA PA EM-3095	TN
1992	Hurricane Andrew	FEMA PA DR-955	FL

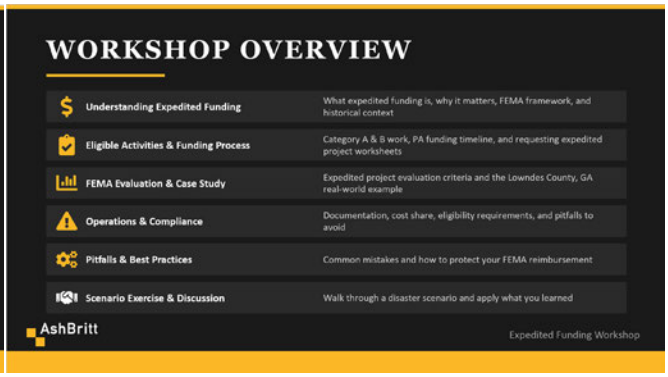
AshBritt Toppino is a full-service emergency disaster response venture, and 100% of our services are performed for clients eligible for FEMA reimbursement. We have not been notified of any instances where federal reimbursement was denied in part or in whole due to noncompliance on AshBritt or Toppino's behalf. Our in-depth understanding of federal grant programs, such as FEMA's Public Assistance Program, ensures that all operations are eligible for reimbursement when available. Finally, our dedication to client satisfaction sets us apart from other industry personnel.

FEMA Reimbursement Expertise: AshBritt Toppino's understanding of FEMA reimbursement requirements is not theoretical — it is built into the institutional knowledge of our team at every level. Our staff includes personnel with direct experience working within FEMA and state emergency management agencies, including our FEMA Compliance Manager, Shelby Pay-Chaney, a former FEMA Region 4 Appeals Supervisor and Florida Division of Emergency Management Appeals Officer who has adjudicated over 300 Public Assistance Program appeals. AshBritt's CEO, Brittany Perkins Castillo, brings an additional dimension of federal engagement as a past member of the FEMA National Advisory Council and participant at various FEMA workshops. This expertise is further reinforced by our senior leadership, who

have presented at emergency management conferences and workshops on FEMA reimbursement requirements, including expedited Public Assistance funding, documentation standards, procurement compliance, and eligibility pitfalls — translating complex federal funding guidance into practical, defensible strategies for state and local governments. The result is a team that does not simply respond to FEMA requirements but anticipates them, ensuring our clients' recovery activities are documented, scoped, and executed in a manner that maximizes eligible reimbursement from the start.

Below: Operations Manager, Brian Thomason, recently prepared and presented the below Expedited Funding Workshop for a local government client.





Past Success Providing Expeditious Service for Federal Reimbursement: Following Hurricanes Milton and Helene, AshBritt provided debris removal and other emergency protective services to 60+ Florida, Georgia, South Carolina, and North Carolina clients. For both disasters, FEMA provided Public Assistance applicants 100% reimbursement of debris removal activities and emergency protective measures completed within 120 days. Our efficient plan enabled the rapid deployment of more than 700 trucks across the South, effectively resulting in the removal of debris within the 60-day window for many clients, resulting in zero out-of-pocket costs.

- **The Feds Are Paying Out After Two Major Hurricanes Impacted Florida Earlier This Fall:** https://floridapolitics.com/archives/711184-fema-helene/

Similarly, AshBritt provided debris removal services to 15 Florida clients following Hurricane Ian, which resulted in 100% federal reimbursement for work accomplished within the allotted 60-day window. We also ensured our clients received these benefits following Hurricanes Idalia (30 days) and Michael (45 days). These temporary, yet frequent, full reimbursements highlight the importance of choosing a contractor with rapid mobilization capabilities for hundreds of trucks.

3. Contractor Has provided services similar to those required to at least one jurisdiction with a population of 30,000.

Together, AshBritt and Toppino have provided disaster debris management services to both the City of Key West and Monroe County (population: ~80,000). Additionally, AshBritt's long history of providing such services nationwide means we have serviced jurisdictions with populations exceeding 1,000,000 residents. To reduce redundancy, please see **Tab 5, Evaluation Criteria 4: Past Performance – AshBritt References** for a select list of clients for whom AshBritt has completed debris management services that exceed a population of 30,000.

4. Proposer confirms that it has a minimum of five years of experience providing disaster response and/or disaster recovery services for municipal, county, state, or other governmental entities.

AshBritt, Inc. and Charley Toppino & Sons have worked together on multiple Florida Keys disaster recovery logistical support and debris removal operations since 1998. Individually, AshBritt has provided disaster recovery logistical support and debris removal to local, county, state, and federal clients across the United States for more than 33 years. To reduce redundancy, please find information regarding this experience in the following locations of this proposal:

- **Tab 2, Evaluation Criteria 1: Qualifications and Experience** – *Contractor Past Performance and Experience*
- **Tab 4, Evaluation Criteria 3: Financial Stability** – *Size of Projects Successfully Completed in the Past 5 Years*

5. Proposer confirms that it has demonstrated knowledge and experience with FEMA and State Public Assistance eligibility, documentation, reimbursement procedures, and related compliance requirements.

While serving as the industry's leading rapid-response emergency logistics and disaster response contractor for over 33 years, AshBritt has worked alongside both state and federal disaster recovery stakeholders on countless activations. AshBritt also retains staff with specific disaster recovery expertise acquired during past governmental employment that could assist our clients when PA Program eligibility concerns arise.

There are multiple funding sources available to municipalities following a disaster event; however, FEMA is the largest provider of federal disaster assistance funds via the Public Assistance (PA) Program. AshBritt brings a depth of FEMA Public Assistance expertise that few disaster debris contractors can match. The overwhelming majority of AshBritt's more than 600 completed disaster projects have been conducted in response to federally declared events, making FEMA PA compliance not an ancillary concern but the operational foundation upon which every project is built. The City of Orlando's staff will not need to educate AshBritt on the reimbursement process — our role is to reduce the City's administrative burden at every phase of the PA lifecycle, from the initial damage assessment through final closeout, by providing the documentation, technical expertise, and institutional knowledge necessary to keep the City's reimbursement on track.

FEMA Compliance Manager
Shelby Pay-Chaney

Central to AshBritt's FEMA PA capability is our **FEMA Compliance Manager**, Shelby Pay-Chaney, who brings a rare combination of government and contractor-side expertise to every project. Before joining AshBritt, she served as an Appeals Supervisor at FEMA Region 4 and as an Appeals Officer at the Florida Division of Emergency Management — the two entities most directly responsible for adjudicating PA reimbursement disputes in Florida. Her firsthand experience on the government side of the appeals process gives AshBritt an unparalleled understanding of how FEMA evaluates documentation, what triggers eligibility disputes, and how to structure project records to withstand audit and appeal scrutiny. For the City of Orlando, this means having a true subject matter expert in the room — one who has reviewed and decided PA appeals from the inside and can apply that knowledge to prevent reimbursement issues before they arise.

FEMA Policies and Procedures: AshBritt Toppino is attentive to evolving FEMA guidance. Below is a list of FEMA policies and training relevant to AshBritt Toppino's ongoing and future disaster recovery contracts.

FEMA Policy 104-009-2, *Public Assistance Program and Policy Guide* (PAPPG) Version 5 (issued January 6, 2025)

This guide serves as FEMA's comprehensive program and policy document for Public Assistance Program grants. The latest PAPPG supersedes all previous policies and publications for disasters declared on or after January 6, 2025. AshBritt has thoroughly reviewed this document and the relevant changes to work and cost eligibility requirements for emergency work. Notably, the PAPPG is a living document that is routinely

updated. Between the publication of new PAPPG versions, FEMA occasionally issues individual policy updates and fact sheets.

FEMA's Procurement Disaster Assistance Team (PDAT) Guidance

All FEMA awards are subject to the federal procurement standards set forth under the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found at 2 C.F.R., Part 200. FEMA issued the *Procurement Disaster Assistance Team (PDAT) Field Manual* in October 2021 to provide guidance relevant to these regulatory requirements. Thereafter, the Office of Management and Budget made revisions to the Uniform Rules, relevant to FEMA declarations and awards issued on or after November 12, 2020, that were captured in a FEMA Fact Sheet titled *Purchasing Under a FEMA Award: OMB Revisions*. In addition to attending PDAT's "Procurements Under FEMA Awards" training, AshBritt stays fully apprised of all updates to guiding regulations, policy, and procurement-related eligibility decisions issued via appeal or arbitration.

Disaster-Specific Guidance

With many declared disasters, Federal Coordinating Officers will use disaster-specific guidance that elaborates on new or existing FEMA policies and procedures. Recent examples of this include the multiple variations of COVID-19-related policy that were issued between 2020 and 2022 (e.g., *Coronavirus (COVID-19) Pandemic: Safe Opening and Operation Work Eligible for Public Assistance (Interim), Version 2*; *Public Assistance COVID-19 Medical Care Policy (Version 2)*; *Emergency Non-Congregate Sheltering during the COVID-19 Public Health Emergency (Version 3)*; etc.). AshBritt ensures compliance with any situational guidance that may be issued with each event.

Disaster Recovery Reform Act (2018)

President Trump signed the Disaster Recovery Reform Act (DRRA) into law on October 5, 2018, intending to reduce the complexity of FEMA and build the nation's capacity for catastrophic events. Among other provisions, DRRA:

- Expands on eligible wildfire hazard mitigation activities.
- Authorizes FEMA to provide grants to state or tribal governments to directly administer temporary and permanent housing construction.
- Allows state or local governments that implement cost-effective housing solutions to be reimbursed, under certain conditions.
- Provides PA applicants the right to arbitrate eligibility disputes under certain conditions.
- Requires FEMA to publish a variety of disaster data (implemented via OpenFEMA Data Sets and a monthly Disaster Relief Fund report published on FEMA.gov).
- Prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made under a contract that purports to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General.
- Prohibits FEMA from recovering funds from a local government that received PA funding if the Department of Homeland Security, Office of Inspector General, finds that the local government relied on inaccurate information provided by a FEMA Technical Assistance Contractor.

Programmatic and Procedural Updates

To reduce the administrative burden associated with PA Program grants and support rapid recovery for applicants, FEMA has recently instituted simplified procedures that significantly alter pre-existing programmatic standards. These changes were captured in FEMA Policy 104-23-001, ***Public Assistance Simplified Procedures***, and apply to all small projects funded under major disasters and emergencies declared on or after January 6, 2023. Most notably, this policy increases the large project threshold to $1 million. Projects falling under the $1 million threshold will now require less documentation for reimbursement purposes and will not be subject to final cost reconciliation; however, the implications of this procedural change are significant. AshBritt is prepared to assist City staff with any cost estimating and/or project sectoring that may be required for project development following these changes.

Project Worksheets and the Reimbursement Process

Preliminary Damage Assessments: AshBritt actively supports the City's participation in the FEMA Preliminary Damage Assessment (PDA) process, which establishes the foundation for a federal disaster declaration and initiates the PA program. AshBritt personnel hold current certifications in FEMA's FL-601 Preliminary Damage Assessment and IS-772 Individual Assistance Pre-Damage Assessment courses, and our project management team has participated in PDAs across multiple federally declared disasters. AshBritt assists the City in rapidly quantifying storm impacts, categorizing damages by Public Assistance category, and preparing the documentation necessary to support the City's PDA submission — ensuring that Orlando's disaster is accurately represented in the federal record from the earliest possible stage of the recovery.

Project Worksheet Development & Reimbursement: To reimburse an applicant's disaster recovery expenses, FEMA initially develops Grants Manager Projects (GMP) (previously called "Project Worksheets") via the Grants Manager Portal. Applicants are instructed to upload all relevant information and documentation needed to support the development of the following: Damage Descriptions and Dimensions (DDD); the project's Scope of Work (SOW); and estimated or actual costs. For debris removal, the following information and documentation will likely be required:

- Documentation demonstrating that debris removal is in the public interest.
- Estimated debris quantities by type (e.g., vegetative, C&D, vessel wreckage, etc.).
- GPS coordinates for debris locations. FEMA uses these coordinates in various eligibility determinations (e.g., private vs. public property, public roads vs. ROWs, unimproved property, etc.).
- Photographs of debris impacts.
- Location of temporary reduction sites and permanent disposal sites.
- Permits for reduction and disposal sites.
- Quantities of debris removed, reduced, disposed of, and recycled (by type) with load tickets to support quantities.
- Tower logs.
- Documentation substantiating the applicant's legal responsibility for the work.
- Documentation substantiating that the debris was deposited by the incident and was not pre-existing (e.g., waterway soundings that show pre- and post-incident levels).

For other disaster recovery efforts, documentation requirements are dependent on the type of work performed. AshBritt understands the importance of accurately estimating/capturing your work and costs and preparing adequate documentation for the review and development of your PA projects. FEMA often issues time-sensitive Requests for Information during project development that ask for clarifying information and/or documentation. **AshBritt Toppino will ensure that a dedicated member of our staff is always available to assist the City in deciphering these requests and helping to provide a timely and sufficient response if needed.**

Immediate Needs Funding

AshBritt Toppino has a precise and nuanced understanding of FEMA's Immediate Needs Funding (INF) mechanism — one that is frequently mischaracterized in disaster recovery circles. INF is not an advance payment tool available to individual applicants; it is a federal budget management measure implemented by FEMA when the Disaster Relief Fund (DRF) is projected to be insufficient to meet all Stafford Act obligations. When INF is in effect, FEMA prioritizes only lifesaving and life-sustaining activities, pausing new obligations for all other work — including standard debris removal — until Congress appropriates additional DRF funding.

Historical Implementation: Since 2001, FEMA has implemented INF on eight occasions: 2003, 2004, 2005, 2006, 2009, 2010, 2011, and 2017. The most recent activation occurred on August 28, 2017, in the immediate aftermath of Hurricane Harvey, and was lifted on October 2, 2017, following passage of a short-term continuing resolution that replenished the DRF. In August 2023, FEMA again projected a potential DRF shortfall and issued updated INF guidance — though a supplemental appropriation of $12 billion was subsequently included in the Administration's emergency funding request to Congress.

Impact on Debris Removal Eligibility: When INF is in effect, debris removal obligations that are not directly tied to lifesaving or life-sustaining activities will be paused. This has significant implications for the City of Key West: standard ROW debris collection, TDMS operations, and non-emergency tree work may not receive new

federal obligation until INF is lifted. However, debris removal that is demonstrably linked to life-safety — such as emergency road clearance to restore access for first responders, removal of hazardous trees posing an immediate threat to occupied structures, or clearance of debris blocking critical utility or hospital access — may qualify for continued obligation under the lifesaving and life-sustaining priority framework.

AshBritt's Role During INF Periods: AshBritt's FEMA Compliance Officer has direct institutional knowledge of how FEMA evaluates and categorizes work during INF periods. AshBritt supports the City in two critical ways when INF is in effect or anticipated:

- **Prioritization of Life-Safety Work:** AshBritt works with the City to ensure that emergency road clearance, hazardous tree removal, and other demonstrably life-safety operations are documented and categorized in a manner that supports continued FEMA obligation during an INF period.
- **Documentation of Deferred Work:** For debris removal activities that are paused under INF, AshBritt maintains complete, date-stamped documentation of all work performed, ensuring that obligations can be processed immediately and in full when INF is lifted, and the DRF is replenished.

Florida Division of Emergency Management – F-ROC

AshBritt Toppino's employees have worked for, worked with, and are intimately acquainted with the Florida Division of Emergency Management and understand the importance of their role in ensuring your recovery mission and eligible funds are maximized.

AshBritt Toppino is familiar with the Florida Recovery Obligation Calculation (F-ROC) program and can assist our clients with this initiative.

Right: Project Manager, Dow Knight's, F-ROC Certificate.

Florida Division of Emergency Management

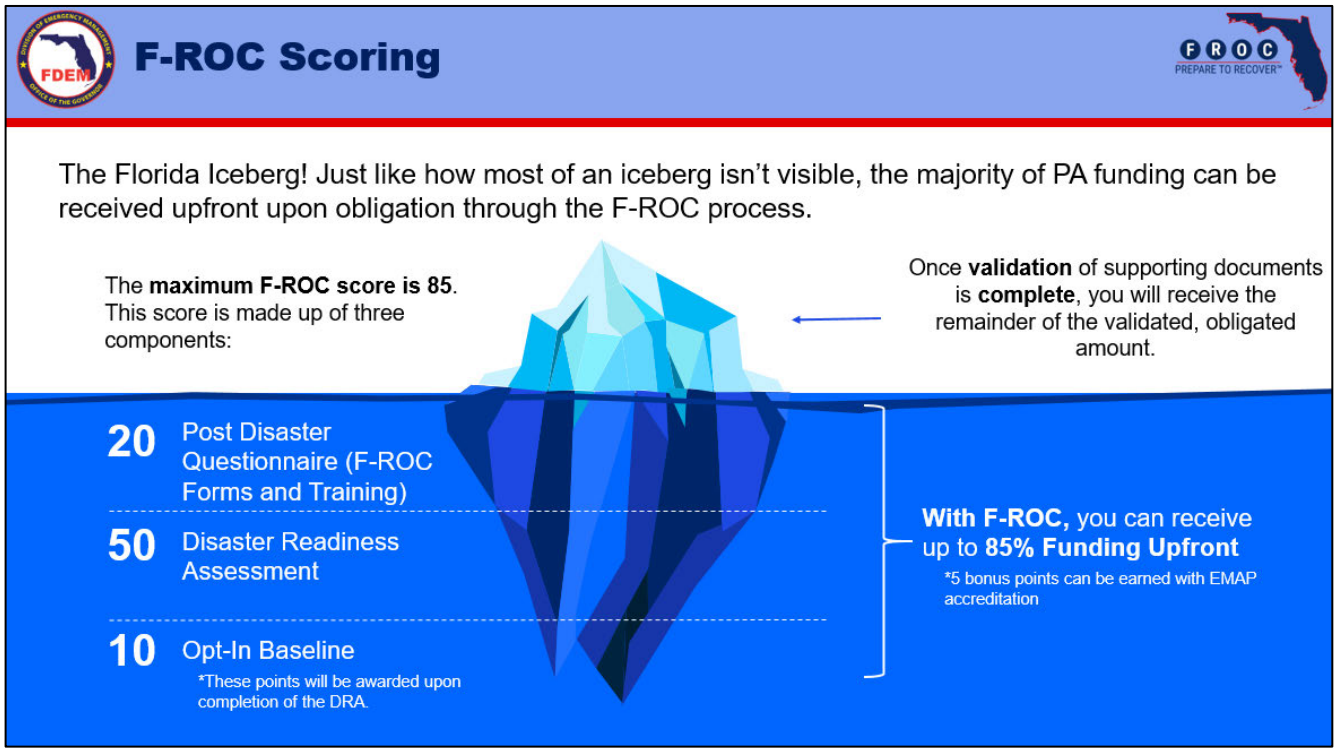
Dow Knight

AshBritt, Inc. dow@ashbritt.com 12/06/2023

has successfully completed the required
F-ROC Opt-in eLearning

Melissa Foggy
F-ROC Project Manager

Kevin Guthrie, Director
Division of Emergency Management



6. Proposer confirms that it has provided services similar in scope to those required under this solicitation for a minimum of five jurisdictions of similar size and complexity to the City.

We have provided services similar in scope to those required under this solicitation for a minimum of five jurisdictions of similar size and complexity to the City. To reduce redundancy, please find information regarding this experience in the following locations of this proposal:

- **Tab 2, Evaluation Criteria 1: Qualifications and Experience –** *Contractor Past Performance and Experience*
- **Tab 4, Evaluation Criteria 3: Financial Stability –** *Size of Projects Successfully Completed in the Past 5 Years*

Attachment Z. Contractor's Most Current Financial Statement

**** Please see the following pages for the Attachment ****

ATTACHMENT Z – CONTRACTOR'S MOST CURRENT FINANCIAL STATEMENT

Our latest financial statements have been separately sealed within Tab 4, Evaluation Criteria 3, and included as a separate file on the flash drives.

Attachment AA. Certification Regarding Lobbying

**** Please see the following pages for the Attachment ****

ATTACHMENT AA – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

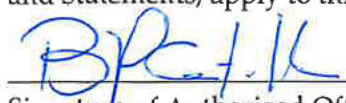
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Respondent, AshBritt Toppino LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Official

Brittany Perkins Castillo, Authorized Member
Name and Title

05/04/2026
Date

Please see Tab 5for our references.

Please see Tab 3 for a list of the relevant contracts performed in the last 5 years.

TAB
2

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE

AshBritt

EVALUATION CRITERIA 1: QUALIFICATIONS AND EXPERIENCE

Tab 2. Evaluation Criteria 1: Qualifications and Experience

AshBritt Toppino, LLC (hereinafter "AshBritt Toppino") is a joint venture uniting the nation's leading disaster response and recovery contractor with Monroe County's most deeply rooted general contractor — a partnership that is not newly formed for this opportunity, but one proven across nearly three decades of shared work in the Florida Keys.

- **AshBritt, Inc.** has been at the forefront of disaster response since its first emergency activation supporting Hurricane Andrew in 1992. Incorporated in Florida shortly thereafter, AshBritt has since managed and completed more than 600 emergency response and disaster recovery projects across the United States. AshBritt brings unmatched national capacity, FEMA reimbursement expertise, financial strength, and operational infrastructure — including a vetted network of thousands of pre-qualified subcontractors, proprietary load ticket and data management systems, and a seasoned management team with direct experience on the largest debris removal programs in U.S. history.
- **Charley Toppino & Sons** is a family-owned general contractor with over 100 years of continuous operations in the Florida Keys — now operating under its third and fourth generations of Monroe County family leadership, with more than 160 field and office personnel. What Toppino brings to this engagement is irreplaceable: an unmatched understanding of the logistical realities unique to island recovery operations. Toppino's established equipment positioning on Rockland Key, supplier and subcontractor relationships throughout the Keys, and deep familiarity with Monroe County's infrastructure, regulations, and terrain cannot be replicated by any firm without a permanent, generational presence in this community. Toppino's public-sector client history — which includes the Florida Department of Transportation, the U.S. Navy, the U.S. Army, the U.S. Coast Guard, Monroe County, and the City of Key West — reflects decades of trust earned through performance.

Together, we are the only team that brings both.

AshBritt and Toppino first joined forces in response to Hurricane Georges in 1998, removing 1,391,000 cubic yards of disaster debris from Monroe County. That activation marked the beginning of an unbroken partnership that has supported every disaster debris removal project activation in the Keys since, including AshBritt's most recent disaster response and recovery contract with Monroe County (2017–2023) and a joint response to Hurricane Ian for the City of Key West in 2022. The number of projects this team has completed together is not incidental — it is the foundation of a seamlessly integrated operation where roles, communication protocols, and site-specific logistics are already established before a storm ever makes landfall.

By selecting AshBritt Toppino to serve as the City's Disaster Response Partner, it is not partnering with a team that is still learning to work together in an unfamiliar environment. It is selecting a partnership that has proven itself, repeatedly, in this exact geography — with the national resources to scale to any activation and the local roots to begin work before others have finished mobilizing.

Contractor Past Performance and Experience

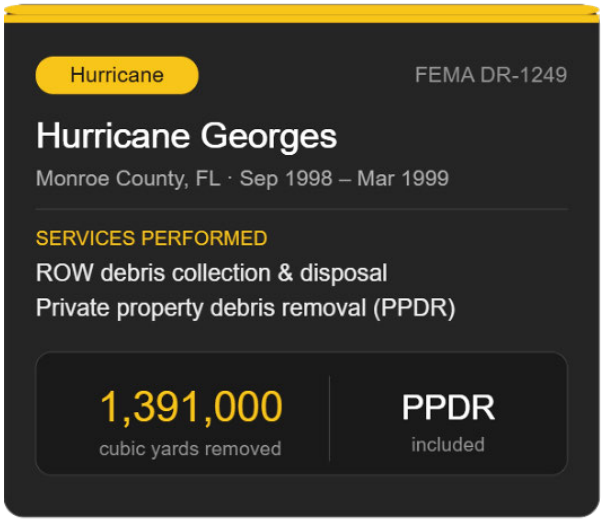
Projects the Proposed Team Has Worked on Together

AshBritt and Charley Toppino & Sons: A Proven Partnership in the Florida Keys

AshBritt and Toppino share a deep and well-documented working relationship across multiple major disaster response operations in the Florida Keys — a relationship built over more than two decades of

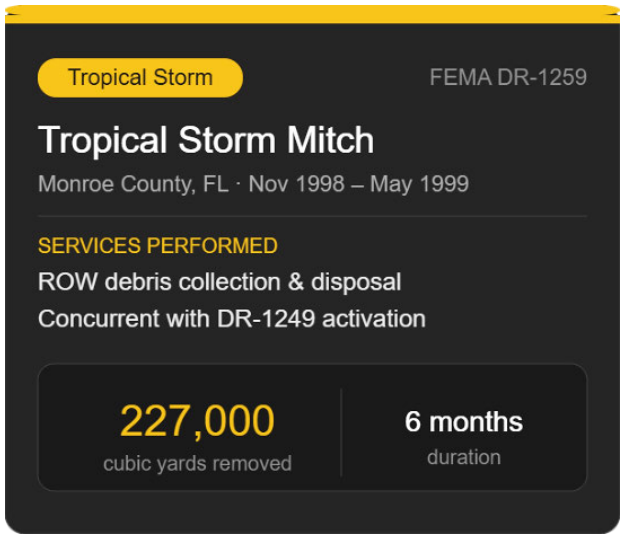
responding to some of the most operationally challenging environments in the country. Toppino's headquarters and operations hub on Rockland Key, approximately six miles northeast of Key West, has served as the backbone of debris staging and reduction activities across each of these missions, providing AshBritt with the critical local infrastructure, equipment, and ground-level expertise that island debris operations demand. Together, our firms have processed and disposed of well over 1.7 million cubic yards of debris across four federally declared disasters in the Keys.

Hurricane Georges — Monroe County, 1998 (FEMA DR-1249)



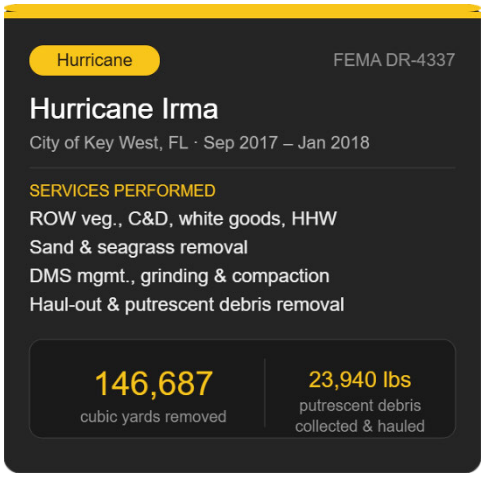
Our partnership traces its roots back to the aftermath of Hurricane Georges, which struck Monroe County in September 1998 as a Category 2 storm. AshBritt was activated to perform ROW debris collection and disposal, as well as Private Property Debris Removal (PPDR), across the county — an operation that ultimately processed approximately 1,391,000 cubic yards of debris. The sheer scale of this mission required a locally embedded partner capable of mobilizing heavy equipment and providing staging capacity within the constrained geography of the Florida Keys. Toppino's established presence in the Lower Keys made them an essential component of that effort, and the Georges response established the operational template our two firms would return to repeatedly over the following decades.

Tropical Storm Mitch — Monroe County, 1998–1999 (FEMA DR-1259)



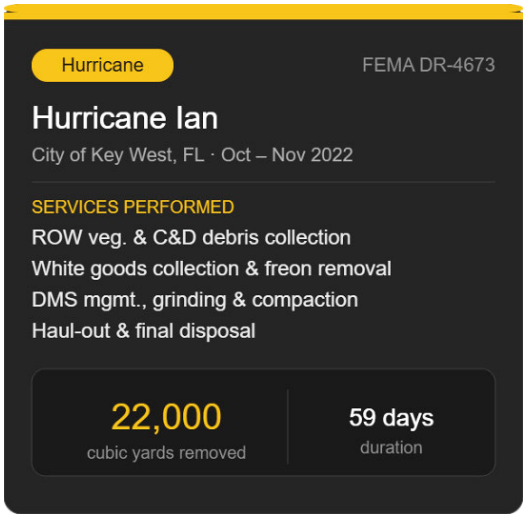
Just weeks after completing work under Hurricane Georges, AshBritt and Toppino were again activated for Tropical Storm Mitch, conducting ROW debris collection and disposal throughout Monroe County. That mission removed approximately 227,000 cubic yards of debris, running from November 1998 through May 1999. The back-to-back activations during the 1998 hurricane season stress-tested our partnership under real, sustained-mission conditions and further solidified the working relationship between our two organizations. Operating in the Florida Keys during that period required intimate knowledge of the logistical realities of the island chain — weight-restricted bridges, limited staging real estate, long haul distances to mainland disposal facilities — and our team navigated those constraints effectively on both missions simultaneously.

Hurricane Irma — City of Key West, 2017 (FEMA DR-4337)



Nearly two decades after our initial collaboration, AshBritt and Toppino returned to the field together following Hurricane Irma, one of the most powerful Atlantic hurricanes on record. When Irma made landfall in the Florida Keys in September 2017, Key West sustained widespread damage across its compact 4-by-1.5-mile island footprint. AshBritt was contracted by the City to perform a comprehensive suite of services: ROW collection of vegetative debris, C&D, white goods, and household hazardous waste; sand and seagrass removal; Debris Management Site management; debris reduction through grinding and compaction; and haul-out services — including the collection and haul-out of 23,940 pounds of putrescent debris.

The operation ran from September 2017 through January 2018 and processed approximately 146,687 cubic yards of debris. The City of Key West formally acknowledged AshBritt's performance in an October 2017 completion letter, citing the efforts of AshBritt and its subcontractors in supporting the City's initial recovery. Toppino's Rockland Key facility served as the primary TDMS for that mission, providing the reduction capacity and staging area that allowed AshBritt to keep collection operations moving efficiently despite the island's inherent logistical limitations.



Hurricane Ian — City of Key West, 2022 (FEMA DR-4673)

Most recently, AshBritt and Toppino responded together following Hurricane Ian's impact on Key West in Fall 2022. Under the direction of AshBritt Project Manager Brian Thomason and Operations Supervisor Richie Bensh, our team conducted ROW vegetative and C&D debris collection, TDMS management, white goods collection with freon removal services, debris reduction through grinding and compaction, and haul-out and final disposal services. The mission ran from October 1 through November 29, 2022, and processed approximately 22,000 cubic yards of debris. The Ian response demonstrated our team's ability to execute rapidly and efficiently even on a relatively contained activation — mobilizing quickly, processing debris at the Rockland Key site, and completing the mission well within the two-month operational window.

The collective history between AshBritt and Charley Toppino & Son represents something that no competitor can manufacture on short notice: a practiced, proven team that has operated together through four FEMA-declared disasters spanning more than 25 years in the same geographic theater. We understand the weight restrictions on Keys bridges, the limited window for debris haul-out before mainland landfill capacity becomes a constraint, the specific challenges of seagrass and sand recovery along Key West's coastal roadways, and the critical role the Rockland Key facility plays as the closest viable large-scale TDMS to the City. That institutional knowledge and operational trust — tested under conditions ranging from back-to-back 1998 storms to a Category-equivalent landfall in 2017 — is the foundation of our response capability for the City of Key West.

KEYS WEEKLY

Florida Keys Community | Lower Keys Community

ASHBRITT, INC. CLEARS IAN DEBRIS BEFORE KEY WEST'S BIG EVENTS

By **Mandy Miles** - November 6, 2022

Hundreds of Key West residents are still reassembling their lives and replacing their furniture after the storm surge flooding of Hurricane Ian, but at least the piles of storm debris, vegetation, seaweed and flooded home furnishings that lined the curbs in Key West are gone.

Crews from AshBritt Inc. and Tioppino clean storm debris following Hurricane Ian in Key West. CONTRIBUTED

The city's contract with AshBritt Inc. to remove storm debris was in place years before Hurricane Ian was a menacing radar blob.

"In essence, our contract with the city is an insurance policy that no one wants to have to use, with pre-negotiated rates. But it ensures that we were on the ground in Key West within 24 hours of Key West signing its Notice to Proceed," said Brian Thomason, AshBritt's president of

disaster response, who handled the recent work in Key West.

AshBritt subcontracts with Charley Toppino & Sons as local resources to ensure that equipment and personnel are available immediately, Thomason said.

"AshBritt is the nation's leading disaster response service, and we have a great partnership with Toppino down there," he added.

The first priority after a storm is to get the streets cleared of downed trees, sand and seaweed to make them safely passable for first responders. Then comes the clearing of household debris and vegetation that's piled in the curbs. Finally, 700 appliances and large electronics were hand-loaded onto trucks for removal and disposal, Thomason said.

"Knowing Fantasy Fest and Goombay were approaching, we worked closely with city officials to prioritize the downtown business district, Bahama Village and then established neighborhood zones," he said. "It was truly a team effort, but we had the right-of-ways cleared within 21 days of Ian's landfall."

So far, AshBritt has collected 23,000 cubic yards of debris and 700 appliances and electronics.

AshBritt: 33 Years Providing Disaster Debris Removal Services

The graphic below summarizes AshBritt's experience in responding to declared disasters throughout the U.S.

Hurricanes

- ✓ 33 Hurricanes
- ✓ 116M CY Debris Removed
- ✓ 378 Activations, 14 States

Key Hurricane Responses➪

- 2024 Hurricane Helene, FL, GA, SC, NC, VA
- 2022 Hurricane Ian, FL
- 2017 Hurricane Irma, FL, GA, SC
- 2012 Hurricane Sandy, CT, MD, NJ, VA
- 2005 Hurricane Katrina, FL, MS, LA

Tornadoes

- ✓ 12 Tornadoes
- ✓ 2.5M CY Debris Removed
- ✓ 21 Activations, 11 States

Key Tornado Responses➪

- 2024 Tornadoes, FL, KY, KS
- 2021 Tornadoes, KY
- 2011 EF3 Tornado, MA
- 2002 EF5 Tornado, MD
- 1999 EF5 Tornado, OK

Floods

- ✓ 8 Flood Events
- ✓ Flood Water Relocation
- ✓ 1M CY Debris Removed

Key Flood Responses➪

- 2025 July 4th Kerr County Flood, TX
- 2025 Chaves County Flood, NM
- 2023 Statewide Flooding Event, KY
- 2016 Storms/Floods, SC
- 2015 Torrential Rains/Flooding Event, TX

Wildfires

- ✓ 13 Fire Responses
- ✓ 5,000 Properties Cleared
- ✓ 1M Tons Removed

Key Wildfire Responses➪

- 2022 Hermit's Peak/Calf Canyon Fire, NM
- 2021 Jackson/Lane Wildfires, OR
- 2017 Multiple Wildfires, CA
- 2016 Soberanes Fire, CA
- 2015 Lake County Fire, CA

Ice/Snow Storms

- ✓ 25 Winter Storms
- ✓ 1.1M CY Debris Removed
- ✓ Emergency Road Clearance

Key Storm Responses➪

- 2026 Winter Storm Fern, MD, KY, GA, VA, SC
- 2016 Winter Storm Jonas, MD, VA
- 2014 Winter Storm Pax, SC, GA
- 2013 Emergency Storm Nemo, CT, MA
- 2010 February Snowstorms, MD, VA

Tropical/Severe Storms

- ✓ 23 Severe/Tropical Storms
- ✓ 2M CY Debris Removed
- ✓ 31 Activations, 9 States

Key Storm Responses➪

- 2024 Nationwide Severe Storms, TX, FL, KS, GA
- 2022 Tropical Storm Isaias, CT, FL, NY
- 2020 Tropical Storm Imelda, TX
- 2019 Severe Storms, VA
- 2008, Tropical Storm Fay, FL

Oil Spills/Environmental

- ✓ >1000,000 LF of Boom Deployed
- ✓ 97,000 Fish Removed

Key Spill Responses➪

- 2023, Emergency Biowaste Transport
- 2019, Well Gas Leak, OK
- 2018, Red Tide Dead Fish Removal, FL
- 2015, Red Tide Dead Fish Removal, FL
- 2010 BP Oil Spill, FL

Covid/Pandemics

- ✓ 7 COVID Responses
- ✓ 1,000,000 Vaccinations
- ✓ Set up 31 Sites

Key Pandemic Responses➪

- VDEM COVID Response, VA
- FDEM COVID Response, FL
- TDEM COVID Response, TX
- MEMA COVID Response, MA

Project History

AshBritt has responded to more than **600 individual missions** throughout the U.S. since 1992. In just the last decade, we provided debris management services in response to the disasters listed below, collecting and disposing of more than **73,000,000 cubic yards of debris**. A full accounting of our 33-year project history can be provided upon request.

10-YEAR DISASTER DEBRIS PROJECT SUMMARY		
Year	**Disaster Recovery Project (FEMA Declaration)**	**Client/Location**
2025	Kerr County, TX Flood Event (DR-4879)	TX Division of Emergency Mgmt
2025	Severe Storms and Flooding	Louisville, KY
2024	Severe Storms and Flooding (DR-4843)	State of NM
2024	Hurricane Milton (DR-4834)	13 FL Jurisdictions
2024	Hurricane Helene	24+ FL, GA, SC, NC & VA Jurisdictions (+USACE missions in GA & NC)
2024	Hurricane Debby (DR-4806)	3 Florida Jurisdictions
2024	Hurricane Beryl (DR-4798)	6 Texas Jurisdictions
2024	Nationwide Severe Storms and Tornadoes	9 Jurisdictions in FL, GA, KS, KY, & TX
2024	Warehouse Fires	Isle of Wight and Alexandria, VA
2023	Hurricane Idalia (DR-4734 and DR-4738)	6 Jurisdictions in FL and GA
2023	Straight-line Windstorm	Prairie Village and Overland Park, KS
2023	Severe Storms, Tornadoes, and Flooding (DR-4709)	Ft. Lauderdale, FL
2022	Hurricane Nicole (DR-4680)	Brevard County, FL
2022	Hurricane Ian (DR-4673)	15 Florida Jurisdictions (including **Key West**)
2022	Kentucky Severe Storms, Flooding, Landslides, and Mudslides (DR-4663)	KY Transportation Cabinet
2022	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes (DR-4630)	Hopkins County, KY
2021	Hurricane Ida (DR-4611, DR-4614, & DR-4626)	6 Jurisdictions in NJ, LA, MS
2021	Hurricane Nicholas	Freeport, TX
2021	Oregon Wildfires (DR-4562)	OR Department of Transportation
2020	Tropical Storm Eta (EM-3551)	Fort Lauderdale, FL
2020	Hurricane Sally (DR-4564)	Escambia County, FL
2020	Hurricane Laura (DR-4559)	Orange County, TX
2020	Tropical Storm Isaias (DR-4567)	4 Jurisdictions in NY, CT, & FL
2020	Hurricane Zeta (DR-4576 and DR-4575)	Atlanta, GA, and Bay St. Louis, MS
2020	Virginia Severe Storms	Fairfax County, VA
2020	Massachusetts Tornado	State of Massachusetts
2019	Virginia Strong Storms	Fairfax County, VA
2019	Hurricane Dorian (DR-4468)	Charleston County, SC
2019	Tropical Storm Imelda (DR-4466)	Orange County, TX
2019	Winter Storm Gia	Overland Park, KS
2018	Camp Fire (DR-4407)	PG&E Company
2018	Hurricane Michael (DR-4399 & DR-4400)	10 Jurisdictions in FL and GA (+USACE Mission in FL Panhandle)
2017	Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344)	USACE - Sacramento District
2017	Hurricane Irma (DR-4337, DR-4338, & DR-4400)	64 Jurisdictions in FL (including **Key West**), GA, SC

10-YEAR DISASTER DEBRIS PROJECT SUMMARY		
Year	Disaster Recovery Project (FEMA Declaration)	Client/Location
2017	Hurricane Harvey (DR-4332)	14 Jurisdictions in TX
2016	Hurricane Matthew (DR-4283, DR-4284, & DR-4286)	23 Jurisdictions in FL, GA, SC
2016	California Blue Cut Fire (FM-5147)	San Bernardino County, CA
2016	California Soberanes Fire (FM-5137)	Monterey County, CA
2016	Texas Severe Storms and Flooding (DR-4269)	Hidalgo County, TX
2016	Severe Storm	Collier County, FL
2016	Winter Storm Jonas (DR-4261 & DR-4262)	9 Jurisdictions in VA and MD
2015	Valley Fire and Butte Fire (DR-4240)	Lake County, CA, and PG&E Co.

AshBritt Signature Projects

Presented below is detailed information on a select list of our signature projects that demonstrate our capacity, qualifications, experience, and competency in responding to projects comparable to those identified in this solicitation.

Note: Below, we have first listed Florida projects, then our other comparable U.S. continental projects in chronological order.

CHARLOTTE COUNTY, FL
HURRICANE MILTON, 2024-2025

CONTRACTED ENTITY
Charlotte County

FEMA DECLARATION DR - 4834
Hurricane Milton

CONTRACT VALUE
$29,266,317

PROJECT DATES
10/07/2024 - 05/02/2025

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris
- Sand
- Mud/Silt

QUANTITY OF DEBRIS
- 344,117 CY of ROW and Barge Debris
- Screened 180,000+ CY of Sand
- 10,690 Sq Ft Boardwalk Demolition

SCOPE OF WORK PERFORMED
- ROW and Barge Debris Collection
- DMS Management and Debris Disposal
- Sand Screening, Sand Berms, and Sand Replacement
- Boardwalk Demolition
- Cleaning of 131 Inlets/Catch Basins and 8,456 LF of Stormwater Pipes
- Mud/Silt Removal across County and City of Punta Gorda
- Utilization of 20 subcontractors and 234 unique hauling units

344,117 CY
OF DEBRIS REMOVED

POLK COUNTY, FL
HURRICANE MILTON, 2024-2025

CONTRACTED ENTITY
Polk County

FEMA DECLARATION DR - 4834
Hurricane Milton

PROJECT DATES
10/14/2024 - 03/13/2025

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris

TDSR LOCATIONS: 9

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- 19,208 Debris Loads/118 Hauling Units at Peak Operations
- TDSR Operations, Management, Reduction
- Debris Recycling/Disposal

839,402 CY
OF DEBRIS REMOVED

HILLSBOROUGH COUNTY, FL
HURRICANES HELENE & MILTON, 2024-2025

CONTRACTED ENTITY
Hillsborough County

FEMA DECLARATIONS
DR - 4828: Hurricane Helene
DR - 4834: Hurricane Milton

PROJECT DATES
10/03/2024 - 06/29/2025

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris

QUANTITY OF DEBRIS
- 1,231,918 CY of ROW and Citizen Drop-Off Debris
- 16,788 hazardous limbs
- 411 leaning trees

SCOPE OF WORK PERFORMED
- Pre-Positioned Emergency Road Clearance Equipment and Personnel
- ROW Debris Collection
- Management of 4 TDSRs
- Management of Citizen Drop-Off Sites
- Hazardous Tree/Limb Removal
- Management of 21 Subcontractors and 95 Debris Removal Crews at Peak Operations

1,231,918 CY
OF DEBRIS REMOVED

LEON COUNTY, FL
SUMMER TORNADOES, HURRICANE DEBBY, AND HURRICANE HELENE, 2024

CONTRACTED ENTITY
Leon County, FL

FEMA DECLARATIONS
DR - 4794: Tornadoes
DR - 4806: Hurricane Debby
DR - 4828: Hurricane Helene

PROJECT DATES
05/15/2024 - 12/08/2024

ASSIGNED PROFESSIONAL STAFF
- Project Manager: Brian Thomason
- Operations Managers:
  - Vonda Smith
  - Jason Haynie

BACK-TO-BACK DEBRIS OPERATIONS

TDMS LOCATIONS: 1

TYPES OF DEBRIS REMOVED
- Vegetative & C&D Debris

QUANTITY OF DEBRIS
- 405,673 CY Total
- 7,500 Hazardous Limbs

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- Park Debris Removal Operations
- Hazardous Tree Operations
- TDMS Operations, Management, Reduction
- Debris Recycling/Disposal

405,673 CY
OF DEBRIS REMOVED

FDEM/FDEP
HURRICANE IAN, 2022-2023

CONTRACTED ENTITY
Florida Department of Emergency Management/Florida Department of Environmental Protection

FEMA DECLARATION DR - 4673
Florida Hurricane Ian

CONTRACT VALUE
$300,000,000

PROJECT DATES
11/19/2022 - 10/05/2023

ONLY CONTRACTOR CALLED BY FDEM FOR WATERWAY DEBRIS REMOVAL

TYPES OF DEBRIS REMOVED
- Waterway Debris
- PPDR and CPDR
- Vessels and Vehicles

QUANTITY OF DEBRIS
- 933,562 CY Waterway Debris
- 110 Marine Vessels and 150 Vehicles
- 350,000 CY CPDR and PPDR
- 196 Demolitions

SCOPE OF WORK PERFORMED
- Helicopter Surveying
- Waterway Debris Removal
- Environmentally Sensitive
- Private and Commercial Property Debris Removal, Reduction, and Disposal

1,283,562 CY
OF DEBRIS REMOVED

COLLIER COUNTY, FL
HURRICANE IAN, 2022-2023

CONTRACTED ENTITY
Collier County

FEMA DECLARATION DR - 4673
Florida Hurricane Ian

CONTRACT VALUE
$26,130,026

PROJECT DATES
10/03/2022 - 02/08/2023

QUANTITY OF DEBRIS
- 1,371,829 Cubic Yards
- 11,225 Pounds of HHW

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Hazardous Tree and Limb Removal
- HHW
- Ancillary Services
- Debris Recycling/Disposal

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris
- HHW Debris

1,371,289 CY
OF DEBRIS REMOVED

CHARLOTTE COUNTY, FL
HURRICANE IAN, 2022-2023

CONTRACTED ENTITY
Charlotte County

FEMA DECLARATION DR - 4673
Florida Hurricane Ian

CONTRACT VALUE
$79,835,000

PROJECT DATES
09/30/2022 - 04/10/2023

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris
- White Goods
- E-Waste

TDMS LOCATIONS: 3

QUANTITY OF DEBRIS
- 4,672,700 CY
- 13,000 Hazardous Leaning Trees
- 38,000 Hazardous Hanging Limbs
- 1,885 White Goods

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Hazardous Stump, Limb, and Tree Removal
- Debris Recycling/Disposal
- Ancillary Services
- Waterway/Marine Debris Removal

4,672,700 CY
OF DEBRIS REMOVED

ESCAMBIA COUNTY, FL
HURRICANE SALLY, 2020-2021

CONTRACTED ENTITY
Escambia County

FEMA DECLARATION DR - 4564
Florida Hurricane Sally

CONTRACT VALUE
$16,831,494

PROJECT DATES
09/23/2020 – 01/27/2021

TYPES OF DEBRIS REMOVED
- Vegetative Debris

TDMS LOCATIONS: 1

QUANTITY OF DEBRIS
- 1,239,941 CY
- 22,000 Hazardous Trees and Limbs

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Debris Recycling/Disposal
- Hazardous Tree and Limb Removal

1,239,941 CY
OF DEBRIS REMOVED

BAY COUNTY, FL
HURRICANE MICHAEL, 2018-2019

CONTRACTED ENTITY
Bay County

FEMA DECLARATION DR - 4339
Florida Hurricane Michael

CONTRACT VALUE
$148,128,496

PROJECT DATES
10/18/2018 - 06/05/2020

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris
- HHW
- White Goods (Freon & Non-Freon)
- E-Waste

TDMS LOCATIONS: 5

QUANTITY OF DEBRIS
- 6,800,000 CY
- 70,749 Hazardous Leaning Trees
- 56,344 Hazardous Hanging Limbs
- 973,914 Cubic Yards of Waterway Debris

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Hazardous Tree and Limb Removal
- Freon Removal
- Waterway/Marine Debris Removal
- Ancillary Services
- Debris Recycling/Disposal

6,800,000 CY
OF DEBRIS REMOVED

COLLIER COUNTY, FL
HURRICANE IRMA, 2017-2018

CONTRACTED ENTITY
Collier County, Florida

FEMA DECLARATION DR - 4337
Florida Hurricane Irma

CONTRACT VALUE
$62,712,788

PROJECT DATES
09/20/2017 - 06/27/2018

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- Hazardous Hanging Limbs
- Hazardous Leaning Trees
- C&D Debris

TDMS LOCATIONS: 6

QUANTITY OF DEBRIS
- 3,500,000 CY
- 1,300 Hazardous Leaning Trees
- 22,00 Hazardous Hanging Limbs

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Hazardous Tree and Limb Removal
- Ancillary Services

3,500,000 CY
OF DEBRIS REMOVED

ST. JOHNS COUNTY, FL
HURRICANE MATTHEW, 2016-2017

CONTRACTED ENTITY
St. Johns County

FEMA DECLARATION DR - 4283
Florida Hurricane Michael

CONTRACT VALUE
$10,477,990

PROJECT DATES
10/08/2016 – 01/5/2017

QUANTITY OF DEBRIS
- 715,282 CY

TDMS LOCATIONS: 5

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Hazardous Tree and Limb Removal
- Beach Debris Removal
- Debris Recycling/Disposal

715,282 CY
OF DEBRIS REMOVED

KERR COUNTY, TX
JULY 4TH SEVERE FLOOD EVENT, 2025

CONTRACTED ENTITY
Texas Division of Emergency Management

FEMA DECLARATION DR - 4879
Texas Severe Storms, Straight-line Winds, and Flooding

PROJECT DATES
07/25/2025 - Ongoing

TYPES OF DEBRIS REMOVED
- Vegetative
- C&D
- Vehicles
- White Goods

TDMS LOCATIONS: 2

QUANTITIES
- 775,000 Cubic Yards
- 633 Private Properties
- 40 Vehicles Removed

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- Waterway Debris Removal
- Private Property Debris Removal
- Debris Removal from Water Plant
- DMS Operations, Management, Reduction
- Debris Recycling/Disposal

775,000 CY
OF DEBRIS REMOVED

U.S. ARMY CORPS OF ENGINEERS - STATE OF NORTH CAROLINA
HURRICANE HELENE, 2024-2025

FEMA DECLARATION DR - 4834
North Carolina Hurricane Helene

PROJECT DATES
10/28/2024 - 11/21/2025

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris
- Mud/Silt
- Black Bags
- Marine
- HHW/RACM
- White Goods
- Vehicles

SCOPE OF WORK PERFORMED
- 20 Debris Management Sites.
- 2 million+ CY of right-of-way debris removed.
- Approximately 6 million CY of waterway debris removed.
- Establishment and operation of 300+ temporary offloading sites (TOLS).
- Removal of 3,000 lbs of HHW.
- Private Property Debris Removal for 5,563 parcels.
- 475,000 tons of soil and sediment removed.
- 3,000+ unique hauling units.
- 20,000 hazardous trees and stumps removed.
- 2,728 tons of RACM (asbestos) debris removed.

7,530,000 CY
OF DEBRIS REMOVED

U.S. ARMY CORPS OF ENGINEERS - STATE OF GEORGIA
HURRICANE HELENE, 2024-2025

FEMA DECLARATION DR - 4830
Georgia Hurricane Helene

PROJECT DATES
10/28/2024 - 04/07/2025

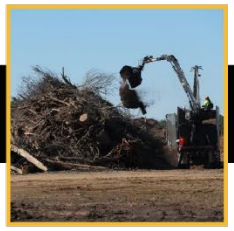
CONTRACT VALUE
$113,000,000

TYPES OF DEBRIS REMOVED
- Vegetative Debris

LOCATIONS SERVED
- Ben Hill County
- Brooks County
- Candler County
- Dodge County
- Jenkins County
- Laurens County
- Lowndes County
- McIntosh County
- Montgomery County
- Screven County

SCOPE OF WORK PERFORMED
- 12 Debris Management Sites
- 250 Unique Hauling Units
- 51 Leaner/Hanger/Stump Crews
- 67,745 Truck Loads ROW Debris Collection
- 13,488 Truck Loads of Mulch

2,993,787
OF DEBRIS REMOVED



GREENVILLE COUNTY, SC
HURRICANE HELENE, 2024

CONTRACTED ENTITY
Greenville County

FEMA DECLARATION DR - 4829
Hurricane Helene

CONTRACT VALUE
Pending

PROJECT DATES
10/02/2024 - 04/05/2025

TYPES OF DEBRIS REMOVED
- Vegetative
- C&D

TDSR LOCATIONS: 5

QUANTITY OF DEBRIS
- 1,126,203+ CY
- 127 Roads cleared within days of activation

SCOPE OF WORK PERFORMED
- Emergency Road Clearance
- Hazardous Tree Removal
- ROW Debris Collection
- TDSR Operations, Management, Reduction
- Debris Recycling/Disposal

1,126,203 CY
OF DEBRIS REMOVED

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION HURRICANE HELENE, 2024

CONTRACTED ENTITY
South Carolina Department of Transportation

FEMA DECLARATION DR - 4829
Hurricane Helene

CONTRACT VALUE
$30,825,898

PROJECT DATES
10/10/2024 - 03/10/2025

TYPES OF DEBRIS REMOVED
- Vegetative
- C&D

QUANTITY OF DEBRIS
- 4,500 Miles of roads cleared in Anderson, Abbeville, McCormick, and Edgefield Counties
- 975,000 CY of ROW Debris
- 64,000 Hazardous limbs
- 21,000 Hazardous Trees
- 4,680 Stumps
- 243,000+ CY of mulch for beneficial reuse

SCOPE OF WORK PERFORMED
- Emergency Road Clearance
- Hazardous Tree Removal
- ROW Debris Collection
- TDSR Operations, Management, Reduction
- Debris Recycling/Disposal

975,000 CY
OF DEBRIS REMOVED

LOWNDES COUNTY, GA (AND MUNICIPALITIES) HURRICANE HELENE, 2024

CONTRACTED ENTITY
Lowndes County

JURISDICTIONS WORKED
- Lowndes County
- Valdosta
- Dasher
- Lake Park
- Hahira
- Remerton

FEMA DECLARATION DR - 4830
Georgia Hurricane Helene

PROJECT DATES
10/04/2024 - 11/21/2024

TDSR LOCATIONS: 5

TYPES OF DEBRIS REMOVED
- Vegetative Debris

QUANTITY OF TREE DEBRIS
- 2,886 Fallen Trees
- 29,288 Hazardous Hanging Limbs
- 5,290 Hazardous Trees

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDSR Operations, Management, Reduction
- Hazardous Tree and Limb Removal
- Debris Recycling/Disposal
- Beneficial Re-Use of Mulched Material

AshBritt continued performing debris removal in Lowndes County following the activation of our regional contract with the U.S. Army Corps of Engineers

3,043,692 CY
OF DEBRIS REMOVED

HOUSTON, TX
SUMMER DERECHO & HURRICANE BERYL, 2024

CONTRACTED ENTITY
City of Houston

FEMA DECLARATIONS
DR - 4781: Derecho
DR - 4798: Hurricane Beryl

CONTRACT VALUE
Pending

PROJECT DATES
05/24/2024 - 09/29/2024

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris

TDMS LOCATIONS: 3

QUANTITY OF DEBRIS
- 2,385,012 CY Total Debris
- 30,000+ Hanging Limbs Removed
- 400+ Trees Removed

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- 158 Hauling Crews at Peak Operations
- Hazardous Tree Operations
- TDMS Operations, Management, Reduction
- Debris Recycling/Disposal

2,385,012 CY
OF DEBRIS REMOVED

HARRIS COUNTY, TX
HURRICANE BERYL, 2024

CONTRACTED ENTITY
Harris County

FEMA DECLARATIONS DR - 4798
Hurricane Beryl

PROJECT DATES
07/17/2024 - 10/18/2024

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D

TDMS LOCATIONS: 6

QUANTITY OF DEBRIS
- 37,230 Hanging Limbs Removed
- 298 Leaning Trees Removed

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- 225 Hauling Crews at Peak Operations
- 433 Unique Hauling Units
- Hazardous Tree Operations
- TDMS Operations, Management, Reduction
- Debris Recycling/Disposal

1,473,000 CY
OF DEBRIS REMOVED

KENTUCKY TRANSPORTATION CABINET FLOODING, 2022

CONTRACTED ENTITY
Kentucky Transportation Cabinet

FEMA DECLARATION DR - 4663
Kentucky Severe Storms, Flooding, Landslides, and Mudslides

CONTRACT VALUE
$173,000,000

PROJECT DATES
08/05/2022 - 08/01/2023

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D (PPDR) Debris
- Waterway Debris

TDMS LOCATIONS: 8

QUANTITY OF DEBRIS
- 663,000 Tons
- 640 Miles of Waterway Covered

SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Waterway/Canal Debris Collection
- 65 Crews at Peak Operations
- 60% Local Workforce
- Debris Recycling/Disposal
- Private Property Debris Removal
- 273 Notices to Proceed
- 138 Demolitions

663,000 TONS
OF DEBRIS REMOVED

US ARMY CORPS OF ENGINEERS HURRICANE KATRINA, 2005-2006

CONTRACTED ENTITY
United States Army Corps of Engineers - Louisiana and Mississippi

FEMA DECLARATION DR- 1604
Louisiana Hurricane Katrina
Mississippi Hurricane Katrina

CONTRACT VALUE
$733,700,702

PROJECT DATES
09/1/2005 – 08/29/2006

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris
- HHW & E-waste
- White Goods (Freon & Non-Freon)
- Putrefied Foods, Tires, Small
- Motorized Equipment, Concrete

TDMS LOCATIONS: 26

QUANTITY OF DEBRIS
- 21,589,265 CY
- 25,007 White Goods
- 183,408 Hazardous Leaning Trees
- 340,062 Hazardous Hanging Limbs
- Backfilled 1,814 Pools
- 19 Tons of Putrefied Food

SCOPE OF WORK PERFORMED
- Emergency Road Clearance
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Hazardous Tree and Limb Removal
- White Goods & Freon Removal, E-Waste Removal
- Base Camp/Sleeping Quarters
- Emergency Meals
- Private Property Debris Removal
- Putrefied Food Removal
- Emergency Fuel Services
- Debris Recycling/Disposal

21,589,265 CY
OF DEBRIS REMOVED

Charlie Toppino & Sons Project Experience

Charley Toppino & Sons, Inc (Toppino) has completed thousands of projects in the Florida Keys over the course of the past 100+ years. Toppino has worked on many of the largest infrastructure projects in the history of the Keys, from the Seven Mile Bridge, Key West International Airport, SR5 Roadway, Naval Bases, and the Cudjoe Regional Wastewater Collection System. In addition to the various projects highlighted on the following pages, Toppinio participated in hurricane clean-ups after Hurricane Ian (2022), Hurricane Irma (2017), Hurricane Wilma (2005), and several more going back to the 1980s.

Charley Toppino & Sons' Key West and Lower Keys Project Experience

- United & Grinnell St. Water Main Improvements
  - $527,921.34
- NAS Boca Chica Main Extension
  - $1,847,000.00
- FKAA Key Haven Utility Improvements
  - $2,779,313.80
- Gerald Adams Sitework & Demolition
  - $4,578,670.40
- Pump Station "F"
  - $1,670.744.25
- Stock Island Roadway & Drainage Improvements
  - $4,097,278.47
- VFD Pump Stations "A, B, C, D, DA"
  - $4,022,894.40
- City of Key West ROW Improvements
  - $2,500,000.00
- St. Mary's Activity Center
  - $1,574,143.14
- Sonic Sitework
  - $515,000.00
- Key West International Airport Commercial Apron
  - $995,220.00
- Key West International Airport Drainage Improvements
  - $2,818,1222.25
- Quarry Housing Development
  - $6,163,588.00
- Poinciana Gardens Assisted Living Facility
  - $945,722.00
- FKAA Key Haven FM Extension
  - $2,762,000.00
- Truman Waterpark Park
  - $15,164,925.56
- Stock Island Marina Village Hotel
  - $18,958,714.22
- Marty's Place
  - $10,594.453.00
- Big Coppitt Wastewater System
  - $11,078,347.00
- Key Haven Estates Sitework
  - $299,917.75

Job Highlights

Truman Waterfront Park

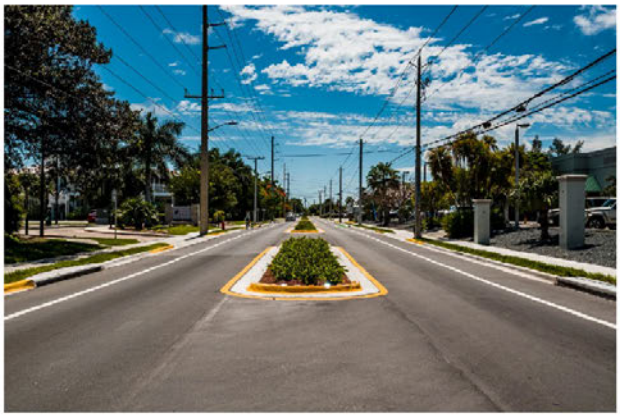
- 1500 LF of roadway FDOT standard
- Installed 15,000 LF of underground utilities to include fire suppression, water, drainage, sanitary drainage and irrigation up to 24" in diameter
- Installed a Water Park feature with public bathrooms

FKAA Sombrero Beach Rd

- Installation of 3000 LF of 6" Water Main and 4,500 LF 12" Water Main
- Installed all service connection, fire hydrants and waste meters
- Roadway reconstruction

Stock Island Roadway & Drainage

- Installed 7,000 LF of drainage pipe from 15" to 24", including a French drain
- Installed 8,000 LF of two lane roadway reconstruction per FDOT standards



Job Highlights

Stock Island Marina Village

- Installed more than 10,000 LF of underground utilities including drainage, sanitary, fire, water, and irrigation systems.
- 100 room Hotel, Restaurant and Marina

NAS Boca Chica Main Extension

- Installed 5,100 LF of 8" HDPE pipe directional drilled and appurtenances
- Treatment plant conversion including new VFD's, telemetry, pumps, and controls
- Completed all structural modifications, penetrations, etc.

FKAA Key Haven FM Extension

- Installation of 10,000 LF of 10" HPDE pipe FM, directional drill
- Installation of 3,000 LF 8" SS pipe FM under bridge structure to include hangers, ARY's and

  expansion joints

Qualifications and Experience of Project Manager

Project Manager: Brian Thomason

Phone: (954) 240-1110
Email: bthomason@ashbritt.com

Brian Thomason brings 35 years of crisis management and disaster recovery experience, with deep operational roots across South Florida and the Florida Keys. A former volunteer firefighter and Deputy Director of Emergency Management, Brian has led debris operations through more than 35 major disaster declarations — including Florida's landmark 2004–2005 hurricane seasons across 66 jurisdictions, and responses to Hurricanes Irma, Michael, Ian, Nicole, Idalia, Debby, Milton, and Helene. Most directly relevant to this engagement, **Brian led AshBritt's Hurricane Ian recovery mission in Key West in 2022**, overseeing a full-spectrum operation encompassing ROW debris removal, hazardous tree and limb removal, waterway clearance, PPDR, structural demolition, vessel and vehicle removal, white goods/Freon, HHW, and e-waste — giving him firsthand familiarity with Key West's infrastructure, TDMS logistics, and FEMA compliance requirements in one of Florida's most operationally demanding environments.

At AshBritt, Brian's responsibilities span Client Relations, Operational Readiness, and Business Development. His direct experience within Key West's geographic and regulatory constraints — coordinating across multiple debris streams, subcontractors, and City personnel — positions him uniquely to serve as Project Manager for this engagement. He holds FEMA IS certifications (100, 120, 200, 632, 700, 800), is an ICS-Certified Instructor, and is a certified Hazardous Materials Response Trainer.

Qualifications and Experience of Key Personnel

Proven Leadership: A Team Built on Decades of Collaboration

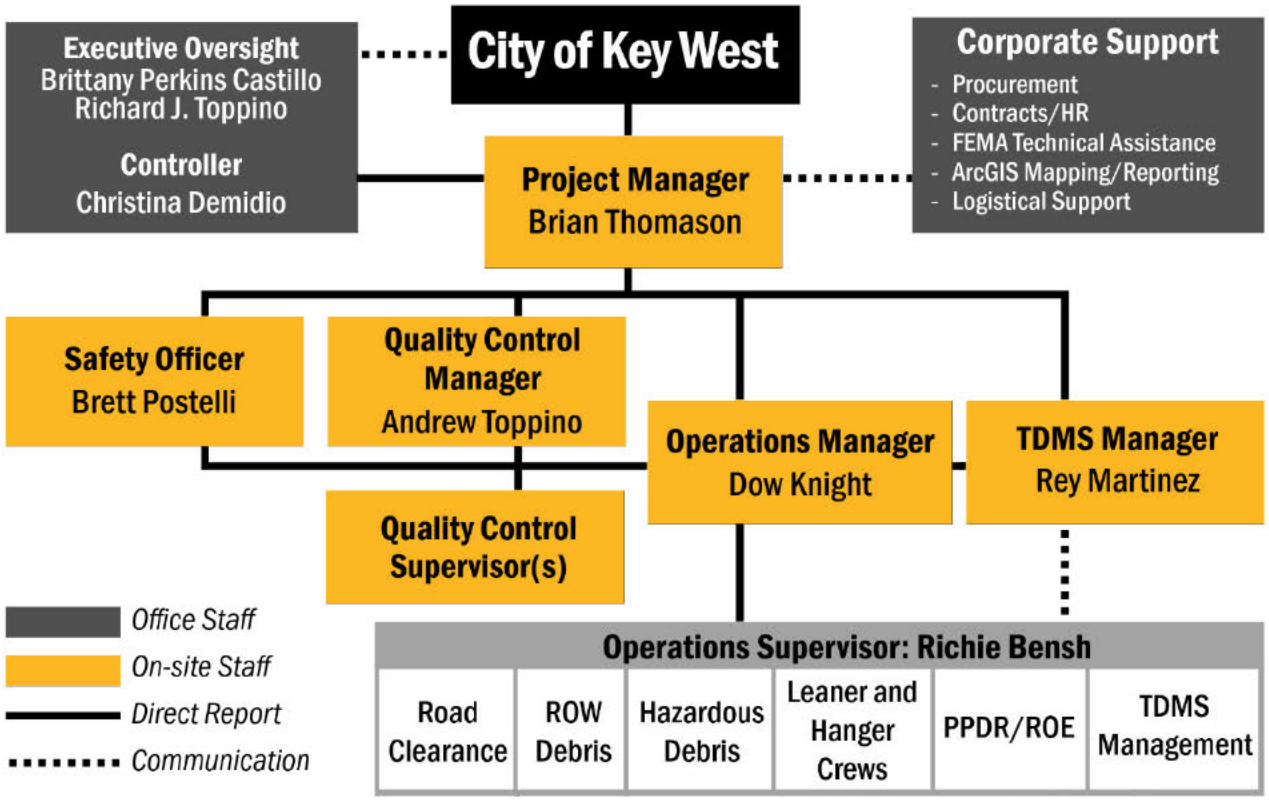
The AshBritt Toppino, LLC project management team is built from senior leaders across both firms — many of whom have worked alongside one another for more than 20 years. The result is a management team that arrives at any activation already aligned — with established trust, shared operational language, and a track record of delivering together when it matters most. That continuity of relationships translates directly into faster decision-making, cleaner coordination, and fewer of the organizational friction points that slow response in the critical early days of a disaster activation.

Beyond their shared history, our supervisory staff brings additional depth through individual careers that span state and federal government agencies, FEMA program management, and national industry organizations — giving the team both the field experience to execute and the regulatory fluency to ensure every operation is documented and positioned for maximum reimbursement eligibility.

YEARS OF EXPERIENCE CHART			
Key Personnel	**Position**	**General Work Experience**	**Disaster Management Experience**
Brittany Perkins Castillo	AshBritt Chief Executive Officer	18	12
Richard Toppino	Charley Toppino & Son's President	45	28
Brian Thomason	Project Manager	37	37
Dow Knight	Operations Manager	35	23
Richie Bensh	Operations Supervisor	28	20
Andrew Toppino	Quality Control Manager	14	9

YEARS OF EXPERIENCE CHART			
Key Personnel	**Position**	**General Work Experience**	**Disaster Management Experience**
Gerardo Castillo	Logistics Director	24	9
Brett Postelli	Safety Officer	36	36
Rey Martinez	TDMS Manager	37	28
Christina Demidio	Controller	20	20
George Minges	Technical Assistance Manager	23	18
Shelby Pay-Chaney	FEMA Compliance Manager	14	14
Rebecca George	Operations Systems & Training Coordinator	8	4
Additional Management Personnel to be Utilized if the Scope of Work Expands			
Matt Gierden	Operations Manager	24	21
Dilia Camacho	Operations Manager	24	16
Brad Owens	Logistics Operations Manager	31	26
Daniel Ferreira	Data Administrator	14	5
Jim Loomis	Technical Assistance Manager	40	37
Jeanne Landry Spagnolo	Technical Assistance Specialist	13	5
Christopher Holsinger	Technical Assistance Supervisor	12	12
Holly Raschein	Director of Government Relations	20	12
Scott Carter	Licensing and Site Coordinator	39	32
Danny Demidio	Operations Mgr./Quality Control Mgr.	33	33
Danny Sides	Operations Mgr./Quality Control Mgr.	32	12
Bill Johnson	Operations Mgr./Quality Control Mgr.	47	25
Fred Neris	Operations Mgr./Quality Control Mgr.	29	16
Eric Davis	Operations Mgr./Quality Control Mgr.	29	21
Jason Santiago	Operations Mgr./Quality Control Mgr.	18	18
James Sellers	Operations Mgr./Quality Control Mgr.	14	8
Vonda Smith	Operations Mgr./Quality Control Mgr.	27	2
Jason Haynie	Safety Officer	23	21
Anthony Edwards	Safety Officer	14	2
Mark Perez	Safety Officer	37	8
Steven Ackroyd	Safety Officer	41	4
Wayne Deese	Safety Officer	26	4
Jeff Spoerl	Safety Officer	23	19
David Poe	Safety Officer	35	28
Michael Wyrick	Operations Supervisor	24	8
Phil Foreman	Operations Supervisor	39	36
James Buddy Lofton	Operations Supervisor	43	43
Mike Noble	Operations Supervisor	25	12
Andy Rudd, Jr.	Operations Supervisor	15	8
Wayne Smith	Operations Supervisor	17	14
Osbaldo Leon	Logistics Supervisor/Sector Manager	9	3
Camilo Castro	Logistics Supervisor/Sector Manager	30	7
Corey Flowers	Logistics Supervisor/Sector Manager	27	3
Lawrence Irvin, Jr.	Logistics Supervisor/Sector Manager	39	33
Josue Guerrero	Logistics Supervisor/Sector Manager	9	3
Tom Credle	FEMA Technical Consultant	46	37

- ## Organizational Chart



- ## Project Team Resumes

Below are resumes for all of the key team members assigned to the City of Key West. As identified in our Years of Experience Chart, AshBritt Toppino has additional personnel who are available to mobilize if the disaster warrants a more expansive disaster recovery team. The abbreviations for the scope of work performed for each project in our resumes can be found below:

ROW	Right of way	**Haz Tree/Limb**	Hazardous tree and limb removal
Push	Emergency road clearance	**PPDR/ROE**	Private Property Debris Removal/Right of Entry
TDMS	TDMS operations, management	**Sand**	Screening and removal
Beach	Beach debris removal	**Generators**	Providing generator services
Waterway	Waterway debris removal	**MREs**	Meals Ready to Eat
Base Camp/Shelter Services	Full turnkey base camp/shelter services	**COVID-19 Testing, Vaccination, Monoclonal Infusion Sites**	Managing shelter sites and medical care

See Tab 1, Attachment V for copies of our Project Management Team's relevant licenses and certifications.

Brittany Perkins Castillo

AshBritt Chief Executive Officer

Qualifications & Experience – Operational Role: Executive Oversight

Brittany Perkins Castillo has been the CEO since 2016 and a Board member of AshBritt since 2014. She has managed AshBritt's response to more than 30 disasters, including Hurricanes Milton, Helene, Debby, Beryl, Idalia, Ian, Nicole, Ida, Sally, Harvey, Irma, Michael, and others, resulting in over 200 projects across 20 states. Under Brittany's leadership as CEO, AshBritt has grown its logistics and management company, ABML, and expanded its infrastructure and post-disaster housing division. Before AshBritt, she practiced law in Texas and held international and domestic program management roles. Brittany holds a J.D. from the University of Texas School of Law, Austin, and a B.A. from Vanderbilt University, is bilingual in English and Spanish.

Select AshBritt Experience

Disaster Experience
- 12 years

Areas of Expertise
- Executive Management
- Program Management and Logistics
- Government and Community Affairs

Training & Memberships
- AshBritt Board of Directors, Member, 2014-present
- FEMA National Advisory Council Member, 2024
- G-202 Debris Management Certified
- Member, State Bar of Texas
- Founder of Women in the Field of Emergency Management (WTFEM)

Education
- Juris Doctor, The University of Texas School of Law
- B.A. in Public Policy, Vanderbilt University

AshBritt, Inc. 2005 - Present
- Historic July 4th Flood Event, 2025 – Texas Division of Emergency Management – ROW, Waterway, PPDR, Vehicles, White Goods
- Severe Storms and Flooding, 2025 – Louisville, KY – Mud/Silt Removal, Ancillary
- Flooding, 2025 – State of NM – ROW, Haz Tree/Limb, PPDR, Waterway, Demolition
- Hurricane Milton, 2024 – FL - Push, ROW, Haz Tree/Limb, Waterway, PPDR, Base Camps, White Goods/Freon, Vessels, Sand, HHW, E-waste
- Hurricane Helene, 2024 – FL, GA, SC, NC, VA, USACE – Push, ROW, Haz Tree/Limb, Waterway, PPDR, Base Camps, White Goods/Freon, Vessels, Sand, HHW, E-waste
- Hurricane Debby, 2024 – 3 FL Jurisdictions & FL Division of Emergency Management (FDEM) – ROW, Vac Trucks, and 5 Base Camps
- Hurricane Beryl, 2024 – 6 TX Jurisdictions – ROW, Parks, Haz Tree/Limb
- Nationwide Storms and Tornadoes, 2024 – FL, GA, KS, KY, TX – ROW, Haz Tree/Limb
- Hurricane Idalia, 2023 – FL & GA – ROW, Push, Haz Tree/Limb, Stumps, Basecamp, Waterway
- Flooding, 2023 – Ft. Lauderdale, FL – ROW, Generators, Ancillary
- Border Support Services, 2023 – FDEM – Base Camp
- Hurricane Nicole, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 – 15 FL Jurisdictions – ROW, Haz Tree/Limb, Waterway, PPDR, Demolition, Base Camps, White Goods/Freon, Vessels, Vehicles, HHW, E-waste
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway, PPDR, Demolition, Vehicles
- Hurricane Nicholas, 2021 – Freeport, TX - ROW
- Hurricane Ida 2021 – LaDOTD, MS, and NJ – ROW
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Hurricane Michael – 2018 – FL, GA, USACE – Push, ROW, Waterway, Haz Tree/Limb
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire, 2017 – USACE – PPDR, Demolition, Erosion Control, Air Monitoring
- Hurricane Irma, 2017 – FL, GA, SC – ROW, Beach Debris, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, HHW, MREs, Generators, Shelters, Sand
- Hurricane Matthew, 2016 – FL, GA, SC - ROW, Beach Debris, Haz Tree/Limb
- Soberanes Fire, 2016 – Monterey County, CA – ROW, Haz Tree
- Hurricane Sandy, 2012 – VA, NY & NJ – Vessels, Vehicles, Waterway, ROW, Sand/Beach

RICHARD J. TOPPINO

President

EDUCATION

Tallahassee Community College
1979 – 1980

Miami Dade Community College
1980 – 1981

University of Miami
1981 – 1984

EMPLOYMENT HISTORY

Charley Toppino and Sons, Inc.
President
2017 – Present

Monroe Concrete Products, Inc.
Plant Operator, Director
1996 – Present

Rockland Recycling Center, Inc.
Director
2000 – Present

WORK EXPERIENCE

Stock Island, Monroe County, FL – Roadway & Drainage Improvements:
Drainage, Underground Utilities, Grading, Concrete Curb, Roadway Signage, Flexible Paving 2017-2018

City of Key West, Truman Waterfront Park
Scope: Project consisted of the complete construction of a 400,000 SF recreational park at the bottom of Key West including drainage, utilities, earthwork, concrete flatwork, gym equipment, playground equipment, restrooms, and landscaping.

Ohio Key, Monroe County, FL – Bahia Honda Bridge R&R:
Intermediate Bridges, Bridge R&R, Guardrail, Bridge Painting, Pavement Markings and Roadway Signage, Concrete Curbs & Sidewalks 2009-2010

CHARLEY Toppino & SONS, INC. KEY WEST, FL

CONTACT

PHONE:
305-296-5606 ext. 117

WEBSITE:
www.charleytoppinoandsons.com

EMAIL:
RToppino@charleytoppino.com

Brian Thomason
AshBritt Sr. Vice President

Qualifications & Experience – Operational Role: Project Manager

Brian is a seasoned disaster recovery expert with extensive experience leading hundreds of debris projects across 30+ major disasters. As a former Deputy Director of Emergency Management and Hazardous Materials Response Specialist, he brings a comprehensive understanding of disaster recovery operations. Brian specializes in FEMA Public Assistance programs, managing all aspects of recovery projects from inception to completion. His expertise includes debris field surveys, media relations, and overseeing project personnel to ensure contractual compliance, quality control, and safety.

Select AshBritt and Related Experience, 1988 – Present

Disaster Experience
- 37 years

Areas of Expertise
- Operations
- Quality Control
- Safety

Training & Certifications
- FEMA IS 100,120, 200, 632, 700, & 800
- ICS-Certified Instructor
- Radiological Emergency Management IS-3
- Hazardous Materials Response Trainer
- Certified Instructor (NC) Hazardous Materials and Fire Services

AshBritt, Inc. 2021 - Present
- Hurricane Milton, 2024 – 4 FL Jurisdictions – ROW, Haz Tree/Limb
- Hurricane Helene, 2024 – FL & GA (USACE) – ROW, Haz Tree/Limb
- Hurricane Debby, 2024 – Leon County, FL – ROW, Haz Tree/Limb
- Hurricane Beryl, 2024 – Fort Bend County, TX – ROW, Haz Tree/Limb
- Tornado and Straight-line Winds, 2024 – Hopkins County and Overland Park, KS – ROW, Haz Tree/Limb
- Severe Storms/Tornadoes, 2024 – Leon County, FL – ROW, Haz Tree/Limb
- Severe Storms and Tornado, 2024 – Louisville, KY – ROW
- Hurricane Idalia, 2023 – FL – ROW, Push, Haz Tree/Limb
- Flooding, 2023 – Ft. Lauderdale, FL – ROW, Generators, Ancillary
- Hurricane Nicole, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 – FL (**Including Key West**) – ROW, Haz Tree/Limb, Waterway, PPDR, Demolition, White Goods/Freon, Vessels, Vehicles, HHW, E-waste
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- Tornadoes, 2022 – Hopkins County, KY – ROW

Bergeron Emergency Services, Inc., 2011-2021
Vice President – Oversaw all facets of disaster debris removal, heavy civil construction, and earthmoving operations. Managed disaster debris removal operations for the following events:
- Hurricane Michael, 2018 – Liberty County, FL
- Hurricane Irma, 2017 – Florida
- Hurricane Matthew, 2016 – Volusia County, FL School Board
- Tornado Response, 2016 – Lighthouse Point, FL
- Tornado Response, 2016 – Sarasota County, FL
- Hurricane Sandy, 2012 – USACE – New York, NY
- Tropical Storm Isaac – Indian Trail Improvement District Canals, FL
- Hurricane Ike, 2008 – Southeast TX
- Tornado Response, 2007 – Lady Lake, FL
- Red Tide Fish Kill Cleanup, 2006 – Town of Long Boat Key, FL
- Hurricanes Dennis, Katrina, Rita, & Wilma, 2005 – 23 Jurisdictions in FL
- Hurricanes Charley, Frances, Ivan, & Jeanne, 2004 – 43 Jurisdictions in FL
- Hurricane Isabel, 2003 – 9 Jurisdictions in Virginia
- Hurricane Lili, 2002 – Crowley & Carencro, LA
- Red Tide Cleanup, 2001 – FL
- Flood Cleanup, 2000 –Sweetwater, FL
- Hurricane Floyd, 1999 – 20 Jurisdictions in FL, GA, NC
- Hurricanes Bertha and Fran, 1998 – Beach Restoration – NC

Charles "Dow" Knight
AshBritt President

Qualifications & Experience – Operational Role: Operations Manager

Dow, a US Merchant Marine Academy graduate and Navy Reserve retired Captain, brings over 20 years of maritime, intermodal, and military leadership to AshBritt. His expertise in logistics, transportation, and crisis management is instrumental in managing the complex challenges of large-scale disaster debris management. Dow has played a pivotal role in coordinating efficient resource allocation and execution for numerous disaster recovery projects. His strong organizational skills, strategic planning, and experience leading overseas operations (including a 2010 deployment in support of Operation Enduring Freedom) are invaluable assets to AshBritt's success in handling the massive scope of debris removal operations.

Select AshBritt Experience

Disaster Experience
- 22 years

Areas of Expertise
- Transportation/Logistics
- Debris Operations
- FEMA Compliance

Training & Certifications
- FEMA IS 100 & 700
- G202 – Debris Mgt.
- OSHA 10 HR
- 40-Hr. HAZWOPER
- NTSS: Fall Prevention, Ladder Safety
- USACE CQCM
- Joint Interagency Training Center – West: Consequence Mgt Disasters
- U.S. Navy – Enterprise Safety Applications Management System for CNRF: Job Hazard Analysis Training
- USAID: Joint Humanitarian Operations
- Professional in Human Resources Certification
- CPR Certified

Education
- U.S. Merchant Marine Academy, BS, Marine Transportation with a Minor in Marine Engineering

AshBritt, Inc. 2003 - Present
- Historic July 4th Flood Event, 2025 – Texas Division of Emergency Management – ROW, Waterway, PPDR, Vehicles, White Goods
- Hurricane Helene, 2024 – USACE (NC & GA) – ROW, Waterway, Haz Tree/Limb, Soil/Silt, PPDR, Demolition
- Hurricane Debby, 2024 – Collier County and Manatee County, FL – ROW, Vac Trucks
- Hurricane Ian, 2022 – Charlotte County, FL, FDEP – ROW, Haz Tree/Limb, Waterway, White Goods/Freon, Vessels, Vehicles, E-waste, HHW
- Hurricane Ida, 2021 – LaDOTD, MS, & NJ – ROW
- Tropical Storm Isaias, 2020 – NY & CT – ROW, Haz Tree
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb
- Hurricane Michael, 2018 – Leon County, FL, GDOT, USACE – Push, ROW, Waterway, Haz Tree/Limb
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire, 2017 – USACE – PPDR, Demolition, Erosion Control, Air Monitoring, Disposal
- Hurricane Irma, 2017 – FL – ROW, Beach Debris, Haz Tree/Limb
- Hurricane Harvey, 2017 – TX – ROW, HHW, MREs, Generators, Shelters
- Hurricane Matthew, 2016 – Chatham County & Pooler, GA – ROW, Beach Debris, Haz Tree/Limb, Sand Screening
- Valley Fire, 2015 – PG&E, Lake County, CA – Haz Tree, Fire Debris
- Winter Storm Pax, 2014 – GA & SC – ROW
- Hurricane Sandy, 2012 - NY & NJ – Vessels, Vehicles, Waterway, ROW, Beach/Sand
- BP Oil Spill, 2010 – MS & FL – Cleanup, Deflection Boom, Skimmers
- Haiti Earthquake, 2010 – Demolition, ROW, Basecamps, Disposal, Ancillary
- Hurricane Ike, 2008 – TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Dolly, 2008 – TX – ROW, Building Restoration, Water Relocation, Ancillary
- Ice Storm, 2006 - Alden & Erie County, NY – ROW
- Hurricane Wilma, 2006 – FL – Canal Debris Removal
- Hurricane Katrina, 2005 – MS, LA, FL – ROW, Ancillary, Haz Tree, HHW, Putrescent Debris, PPDR
- Southern California Edison Bark Beetle Program, 2004
- Hurricane Dennis, 2004 – Escambia County, FL - ROW
- Citrus Canker Eradication Program, 2005 - FL Dep of Agricultural
- Hurricane Charley, 2004 - Charlotte County, FL - ROW
- Hurricane Ivan, 2004 - Escambia County - ROW
- Hurricane Isabel, 2003 - Hampton, VA – ROW

Richie Bensh
Regional Manager

Qualifications & Experience – Operational Role: Operations Supervisor

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

Select AshBritt Experience

Disaster Experience
- 20 years

Areas of Expertise
- TDMS Management
- Recycling
- Disposal
- Operations
- Project Management

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

Education
- Miramar High School, FL

AshBritt, Inc. 2004 - Present
- Hurricane Milton, 2024 – Seminole, FL, FDEM (Pinellas County) – ROW, Haz Tree/Limb, Waterway
- Hurricane Helene, 2024 – Seminole, FL, USACE (Buncombe County, NC) – ROW, Haz Tree/Limb, Waterway, PPDR
- Hurricane Ian, 2022 – **Key West, FL** & FDEP – ROW, White Goods/Freon, Waterway, Haz Tree/Limb, HHW, E-waste, Vehicles/Vessels
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb, Disposal
- Hurricane Michael, 2018 – Gulf County, FL – Push, ROW, Haz Tree/Limb
- Hurricane Irma, 2017 – FL – ROW, Beach Debris, Haz Tree/Limb
- Hurricane Harvey, 2017 – Refugio County, TX – ROW, Generators, Ancillary
- Hurricane Matthew, 2016 – St. Johns County, FL – ROW, Beach, Haz Tree/Limb
- Winter Storm Jonas, 2016 – Baltimore, MD – Snow Removal
- Valley Fire, 2015 – PG&E, Lake County, CA – Haz Tree, Fire Debris
- Winter Storm Pax, 2014 – Sumter, SC – ROW
- Hurricane Sandy, 2012 – NJ – Vessels, Waterway, ROW
- Severe Winter Storm, 2011 – MA – ROW, Haz Tree/Limb
- Hurricane Irene, 2011 – Emporia, VA – ROW
- Haiti Earthquake, 2010 – Demolition, ROW, Basecamps
- BP Oil Spill, 2010 – MS & FL – Cleanup, Deflection Boom, Skimmers
- Hurricane Ike, 2008 – Orange County, TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Dolly, 2008 – Brazoria and Liverpool, TX – ROW, Ancillary
- Hurricane Katrina, 2005 – MS, Coral Gables, FL – ROW, Ancillary, Haz Tree, HHW, Putrescent Debris, PPDR/ROE
- Hurricane Wilma, 2005 – FL – ROW
- Hurricane Dennis, 2004 – Escambia County, FL - ROW
- Hurricane Charley, Frances, & Jeanne, 2004 – FL - ROW

ANDREW J. TOPPINO

Vice President / Quality Control Manager

EDUCATION

University of Florida, Gainesville, FL
2009 - 2012

Santa Fe Community College, Gainesville, FL
2007 - 2009

EMPLOYMENT HISTORY

Charley Toppino & Sons Inc.
Vice President/Senior Estimator
2013 – Present

Monroe Concrete Products
Quality Control Manager
2012 – Present

WORK EXPERIENCE

Sugarloaf Wastewater System, Florida Keys Aqueduct Authority
Scope: Project included the installation of over 22,000 LF of sewer pipe, as well as over 8,000 LF of water lines. Position: Senior Estimator

Stock Island Marina Village, Luxury Marina Complex
Scope: Project included the construction of a marina complex and associated infrastructure. Position: Senior Estimator

FDOT T6352 Summerland Key
Scope: Project consisted of the installation of over 3,000 linear feet of drainage systems, 1,200 tons of asphalt paving on US1 and concrete flatwork. Position: Senior Estimator

City of Key West, Truman Waterfront Park
Scope: Project consisted of the complete construction of a 400,000 SF recreational park at the bottom of Key West including drainage, utilities, earthwork, concrete flatwork, gym equipment, playground equipment, restrooms, and landscaping.
Position: Senior Estimator

CONTACT

PHONE:
305-296-5606 ext. 133

WEBSITE:
www.charleytoppinoandsons.com

EMAIL:
AToppino@charleytoppino.com

Brett Postelli

Environmental Health and Safety Manager

Qualifications & Experience – Operational Role: Safety Officer

Brett began his career in public service in 1989 and served 10 years as a state of Michigan certified firefighter, medical first responder, police officer, hazmat technician, and rescue diver. Over the past 25 years, he has worked as a local, state, and federal government contractor (USDOT, FEMA, USACE, DOE, NRC, USCG, etc.) responding to environmental emergencies and over 200 natural/manmade disaster missions throughout the United States. Throughout his career, he has acquired dozens of nationally and internationally accredited certifications, written and published several books, and been a contributing writer for CERT Responder Magazine. Books: (Hazwoper Handbook – 8-40 Hr. Hazardous Waste Operations & Emergency Response Third Edition, ISBN-13:979-8322120551, High-Hazard: The Technician's Introduction to Basic Chemistry & Extremely Hazardous Substances, ISBN-13:979831275213, Fire Extinguisher Training Handbook, ISBN-13:979-8832615394).

Select AshBritt & Related Experience

Disaster Experience

- 36 years

Training & Certifications

- NASP: CEM # 619157
- TWIC: Expires 08/2026
- FCC: GROL + Radar #PGGB060714 & Amateur Technician KE8AEJ
- PADI: Rescue SCUBA Diver
- Certified Instructor: Hazardous Materials, First Responder Courses, and Anti-Terrorism Courses.
- Certified Hazcat 2.0 CBRNE/WMD Field Chemist Instructor
- FEMA: IS1A, IS100, IS200, IS300, IS400, IS700, IS800, IS00951, IS35.18.
- OSHA: 10 Hr., 30 Hr., 40 Hr.
- USACE/DOD: UXO #2657
- IMAS: EOD1/Demining
- USACE: 40 Hr. EM 385-1-1
- USACE: CQCM for Contractors

Education

- National Association of Safety Professionals, Wilmington, NC (2023)
- Texas A&M (TEEX), College Station, TX (2011)
- International School for Security Explosives, UK (2011)

AshBritt, Inc. 2010 - Present

- Historic July 4th Flood Event, 2025 – Texas Division of Emergency Management – ROW, Waterway, PPDR, Vehicles, White Goods
- Hurricane Helene, 2024 – USACE (NC & GA) – ROW, Haz Tree/Limb, Waterway
- Flood Response, 2024 – Fort Lauderdale, FL – City Hall Demolition
- Almeda Wildfire, 2021 – Jackson County, OR – PPDR, Erosion Control, Air Monitoring
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- COVID-19, 2020 – Massachusetts – Medical Shelter
- COVID-19, 2020 – Miami, FL – School Disinfecting
- Tropical Storm Imelda, 2020 – Orange County, TX - Hauling
- Hurricane Dorian, 2019 – Charleston County, SC – ROW, Haz Tree/Limb
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb
- Hurricane Michael, 2018 – Panhandle, FL, USACE, GDOT, FDEP – Emergency Clearance, ROW, Waterway, Haz Tree/Limb
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire, 2017 – USACE (CA) – PPDR, Erosion Control, Air Monitoring
- Hurricane Irma, 2017 – FL, GA, & Charleston County, SC – ROW, Sand, Haz Tree/Limb
- Hurricane Harvey, 2017 – TX – ROW, HHW, MRE, Generators, Basecamp
- Hurricane Matthew, 2016 – FL, GA, and South Carolina – ROW, Sand, Haz Tree/Limb
- Hurricane Sandy, 2012 – NJ – Vessels, ROW
- Deepwater Horizon Oil Spill, 2010 – FDEP (Bay County & Gulf County), FL – Deflection Boom

Organization Memberships

American Radio Relay League Registered Technician Instructor; Antiterrorism Accreditation Board Certified Master Antiterrorism Specialist; International Association of Bomb Technicians & Investigators Member; International Society of Explosive Engineers Member; International Union of Pure & Applied Chemistry Member; United States Bomb Technician Association Member; National Association of Safety Professionals Member; and Collective Awareness to UXO (CAT-UXO) Member.

REY MARTINEZ

TDMS Manager

EDUCATION

University of Havana, Cuba
Civil Engineer Degree
Professional Engineer FL License 83402

Higher Polytechnical Institute, Havana, Cuba
Ingeniero Civil- Equivalent to US: Bachelor of Science, Civil Engineer

EMPLOYMENT HISTORY

Charley Toppino & Sons, Inc.
Operations Manger
1995 – Present

Old Havana District, Architectural Department
Field Engineer
1933 – 1994

EMPIFAR- Military Engineering firm in Havana
Design Engineer
1989 – 1993

WORK EXPERIENCE

Florida Keys Aqueduct Authority - Big Coppitt Key
Construct 34,000+ LF of new sanitary sewer, 1500+ new service laterals, develop and installed 10 Lift stations, 2500+ LF of force main & services, full asphalt replacement

Gravity Injection Wells Phase I – City of Key West
Drill 39 storm water gravity injection wells, install and replace underground water mains, sanitary sewer, catch basins, well boxes. Replace curbs & ADA sidewalks, restore asphalt.

Florida Keys Aqueduct Authority - Transmission System
Key Haven to Rockland Key

Florida Keys Aqueduct Authority- Pump Station Boca Chica

CONTACT

PHONE:
305-296-5606 ext. 124

WEBSITE:
www.charleytoppinoandsons.com

EMAIL:
ReyM@charleytoppino.com

Gerardo Castillo

President, AshBritt Management and Logistics

Qualifications & Experience – Operational Role: Logistics Director

Gerardo is involved in all facets of AshBritt operations, including corporate strategy, operations management, and business/community partnerships. He has experience developing strong working relationships with local and federal government partners, including FEMA, the U.S. Army Corps of Engineers, city managers, public works directors, state departments of transportation, law enforcement, environmental protection agencies, and local elected officials. Gerardo recently served as the Logistics Director for base camps provided throughout the southeast in response to Hurricanes Milton and Helene.

Select AshBritt and Related Experience

Areas of Expertise

- Logistics
- Community Relations
- Operations
- Subcontractor Management

Training & Certifications

- Bilingual English/Spanish
- Strategic Planning
- IS-100.c and IS-700

Education

- University of Texas at Austin, MPA and B.A. in Government and Political Science

AshBritt, Inc. 2017 - Present

- Historic July 4th Flood Event, 2025 – Texas Division of Emergency Management – ROW, Waterway, PPDR, Vehicles, White Goods
- Severe Storms and Flooding, 2025 – State of NM – ROW Debris, Waterway Debris, PPDR, Demolition
- Hurricane Milton, 2024 – FL DEM – Base Camps, Ice/Water
- Hurricane Helene, 2024 – FL, NC, VA – Base Camps, Generators, Fuel, Ancillary
- Hurricane Debby, 2024 – FDEM – 5 Base Camps
- Post-Flood City Hall Demolition, 2024 – Fort Lauderdale, FL
- Virginia Wildfires, 2024 – VDEM – Emergency Fuel Truck
- Warehouse Fires, 2024 – VA – Debris Removal, Ancillary
- Quaker Run Fire, 2023 – VDEM – Sourced Firefighting Equipment
- Hurricane Idalia, 2023 - Suwanee County, FL – Base Camp
- Border Support Services, 2023 – Monroe County, FL – Base Camp
- Hurricane Ian, 2022 – FL – ROW, Haz Tree/Limb, Waterway, PPDR/ROE, Demolition, Basecamps/Shelters, White Goods, Freon Removal
- Flooding, 2022 – KY Transportation Cabinet – ROW
- COVID-19, 2022 – Nevada – Monoclonal Infusion Sites
- Tornadoes, 2022 – Hopkins County, KY – ROW
- Hurricane Ida, 2021 – LaDOTD, MS, and NJ – ROW
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- COVID-19, 2021 – Louisiana Dep. Of Health – Monoclonal Infusion Sites
- COVID-19, 2021 – FL, VA, & TX DEM – Vaccination Sites
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Tropical Storm Isaias, 2020 – NY & CT - ROW, Haz Tree, Disposal
- COVID-19, 2020 – Massachusetts – Medical Shelters
- COVID-19, 2020 – Miami, FL – Disinfecting Schools
- Tropical Storm Imelda, 2020 – Orange County, TX – DMS, Disposal
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb
- Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal Program, 2018 – PG&E Co., CA
- Hurricane Michael, 2018 – FL, GA, USACE – Push, ROW, Waterway, Haz Trees
- California Wildfires, 2017 – USACE – PPDR, Erosion Control, Air Monitoring
- Hurricane Irma, 2017 – FL, GA, SC – ROW, Beach, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, HHW, MRE, Generators, Shelters, Sand

Christina Demidio
Controller

Qualifications & Experience

As the accounting administrator for all AshBritt projects since 2005, Christina manages all payables, reconciles operational reporting to subcontractor invoices, processes subcontractor invoices for payment, and is the lead data entry and invoicing contact. She handles all invoicing and subcontractor files for all our subcontractors. She assists the project managers in all administrative duties. This includes but is not limited to invoices and billing for all clients and subcontractors. Christina has managed all invoicing for every AshBritt disaster debris management project in Key West and Monroe County.

Select AshBritt Finance Experience

Disaster Experience
- 22 years

Areas of Expertise
- Data Management
- Subcontractor Management
- FEMA Documentation

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

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

AshBritt, Inc. 2004 - Present

Controller – Managed the billing for all of the following disaster responses and more:
- Historic July 4th Flood Event, 2025 – TX DEM
- Severe Storms and Flooding, 2025 – Louisville, KY
- Flooding, 2025 – State of NM
- Hurricane Milton, 2024 – FL
- Hurricane Helene, 2024 – FL, GA, SC, NC, & VA
- Hurricane Debby, 2024 – FL
- Hurricane Beryl, 2024 – TX
- Nationwide Storms and Tornadoes, 2024 – FL, GA, TX, KS, KY
- Hurricane Idalia, 2023 – FL & GA
- Hurricane Nicole, 2022 – Brevard County, FL
- Hurricane Ian, 2022 – FL
- Tornadoes, 2022 – Hopkins County, KY
- Hurricane Nicholas, 2021 – Freeport, TX
- Hurricane Ida, 2021 – LA, MS, and NJ
- Oregon Wildfires, 2021 – Oregon DOT
- Hurricane Sally, 2020 – Escambia County, FL
- Hurricane Laura, 2020 – Orange County, TX
- Hurricane Dorian, 2019 – SC
- Hurricane Michael, 2018 – FL, GA, USACE
- California Wildfires, 2017 – USACE
- Hurricane Irma, 2017 – FL, GA, SC
- Hurricane Harvey, 2017 – TX
- Hurricane Matthew, 2016 – FL, GA, SC
- Severe Storm, 2016 – Collier County, FL
- Valley Fire, 2015 – PG&E, Lake County, CA
- Flooding, 2015 – Hidalgo County, TX
- Hurricane Sandy, 2012 – VA, NY & NJ
- Severe Winter Storm, 2011 – CT
- Severe Winter Storm, 2011 – MA
- Tornadoes, 2011 – MA
- Hurricane Ike, 2008 – TX
- Hurricane Dolly, 2008 – TX
- Ice Storm, 2006 - Alden & Erie County, NY
- Hurricane Katrina, 2005 – MS, LA, FL
- Hurricane Wilma, 2005 – FL
- Hurricane Ivan, 2004 – Escambia County, FL

George Minges
Technical Assistance Manager

Qualifications & Experience

George Minges, P.E. brings 23 years of debris program leadership to AshBritt — including nearly two decades at the USACE Louisville District as Chief of Emergency Operations and national debris Subject Matter Expert. A licensed Professional Engineer, George has led missions spanning wildfire, flood, ROW and waterway clearance, PPDR, and DMS operations across 15+ major disaster deployments. As forward-deployed District Liaison for the largest natural disaster in contemporary Kentucky history, he managed $4.8 million across seven FEMA mission assignments with 60 deployed personnel. Most recently, he served as USACE civilian debris lead for Hurricane Helene — authoring 75 Task Order Performance Work Statements for a $2.6 billion mission, the largest USACE debris program since Katrina. His FEMA PA documentation expertise, ADMS implementation experience, and dual perspective as both government lead and contractor planner make him an immediately deployable technical asset for Key West from pre-event planning through final closeout.

Select Technical Experience

Disaster Experience
- 18 years

Areas of Expertise
- USACE Debris Program Management
- Operations Planning
- Civil & Geotechnical Engineering

Training & Certifications
- Licensed P.E. - KY (PE# 28692)
- FEMA IS-100, 200, 300, 400, 700, 800
- HAZWOPER 40-Hr / HAZMAT
- FEMA L1301 Continuity Planning
- Land Surveying Certificate
- National & State Registered Firefighter & Instructor

Education
- M.S., Emergency Management -American Public University (In Progress)
- B.S., Civil Engineering - University of Cincinnati, 2007
- Land Surveying Certificate - Cincinnati State, 2008

U.S. Army Corps of Engineers, 2008-2026

USACE National Debris SME | ACI Program | ESF-3 / NRF / NDRF | PL84-99 Program Manager | District Commander Advisor

- **Hurricane Helene (2024):** Led the USACE Louisville District debris Planning and Response Team (PRT) mission for Hurricane Helene.
- **ACI Debris Program Training (2024):** Served as lead instructor for the national Debris Program training, and how they interface with FEMA, state, local, and other stakeholders.
- **Tennessee Tornados (2021):** Lead planning and execution of the FOS debris SME technical monitoring mission assignment for state and local removal efforts.
- **Hawaii Wildfires (2023):** Deployed to Hawaii in support of USACE wildfire debris operations; executed ESF-3 mission support and debris operations coordination.
- **Eastern Kentucky Flooding (2022):** Deployed as the District Liaison to begin mission planning; drafted and scoped all USACE event mission assignments; managed $4.8 million in FEMA funds across 7 mission assignments — the largest natural disaster in contemporary Kentucky history.
- **Western Kentucky Tornadoes (2021):** USACE liaison to the Kentucky State EOC — scoping and managing $55 million across 9 FEMA mission assignments with 110 personnel deployed, leading all debris estimation, DMS determination, mission sectoring, and contractor PPT preparation before ultimately transitioning to civilian debris lead and Subject Matter Expert for the USACE Louisville District Planning and Response Team (PRT).
- **Hurricane Ida (2021):** Assigned as the lead member of the FOS debris SME technical assistance planning cell
- **Hurricane Henri (2021):** Assigned as the lead member of the FOS debris SME technical assistance planning cell
- **KY/IN COVID-19 Alternate Care Facility Assessments (2021):** District Emergency Management lead and liaison for the FEMA DFA mission assignments for the assessment, planning, and build out of Alternate Care Facilities in IN and KY.
- **Oregon Wildfires (2020/2021):** Assigned as a member of the debris SME technical assistance planning cell, then later the lead debris SME for USACE Oregon Wildfire debris technical monitoring mission — the largest disaster in Oregon state history.
- **Hurricane Irma (2018 –2020):** Oversaw and managed the $85 million USACE US Virgin Island ROW debris removal mission, handling and processing over 500,000 CY of debris across all three islands.

Shelby Pay-Chaney
FEMA Compliance Manager

Qualifications & Experience

Shelby is a seasoned emergency management expert with a decade of state and federal experience. As a former FDEM Appeals Officer and FEMA Appeals Supervisor, she has extensive knowledge of FEMA's Public Assistance program. With over 300 appeals adjudicated, Shelby is skilled in policy analysis, stakeholder coordination, and disaster recovery. Her expertise spans all disaster types and recovery categories, making her an invaluable asset in complex disaster response and recovery efforts.

Select AshBritt and Related Experience

Disaster Experience
- 14 years

Areas of Expertise
- FEMA PA Program
- Procurement
- Federal Reimbursement Requirements

Training & Certifications
- FEMA Professional Development Certification
- FEMA Certified Site Inspector
- Certified COR
- FEMA PDAT Trainer
- FEMA IS-100.c, IS-632.a, IS-633, IS-700, IS-1000, IS-1001, IS-1018, IS-1027, and IS-1300
- Regional FMAG Advisor

Education
- Florida State University – B.S. in Sociology and Public Administration Certificate

AshBritt, Inc. 2023 – Present
- Flooding, 2025 – New Mexico – Technical Assistance
- Hurricane Milton, 2024 – St. Johns County, FL – Debris Surveys & Technical Assistance
- Hurricane Helene, 2024 – USACE, NC & GA Ops – Technical Assistance
- Hurricane Beryl, 2024 – Harris County, TX – FEMA Cost Eligibility Assistance
- Hurricane Idalia, 2023 – Valdosta, GA – Procurement Rules Assistance

FEMA Region 4, 2015-2023
- Appeals Supervisor – Led team of policy analysts and Technical Assistance Contractors in reviewing, analyzing, and preparing responses to the first appeals submitted by Region 4 applicants. Attended policy briefings, provided recommendations for nationwide policy revisions/updates, and assisted arbitration panels. Prepared PA eligibility, appeal evaluation, and authorship training.
- COVID-19 (DR-4486-FL), 2020 – Non-congregate housing eligibility reviews
- Fire Management Assistance Grant Officer – Provided Regional Administrator with declaration recommendations for the Southeastern Kentucky Fire Complex, 2016, and Kentucky Eagle's Nest Fire, 2016

Florida Division of Emergency Management (FDEM), 2013-2015
- Appeals Officer ("Blue Skies") – Tracked grant lifecycles, provided first and second appeal recommendations, reviewed audits and identified related implications, coordinated with local, state, and federal stakeholders on issues related to appeals, and evaluated projects and scenarios for FEMA PA Program eligibility compliance.
- Senior Management Analyst ("Gray Skies") – Traveled to disaster sites to complete Preliminary Damage Assessments with subrecipient and FEMA representatives. Worked at Joint Field Offices (JFO) to assist with project development and quality assurance.
- PDAs and JFO Deployment: Severe Storms, Tornadoes, Straight-Line Winds and Flooding (DR-4177-FL), 2014

Lyons & Farrar, PA, 2012-2013
- Legal Assistant - Managed over 200 individual and business economic loss claims related to the Deepwater Horizon Economic Settlement and BP Claims Program.

Rebecca "Georgie" George
Operations Systems & Training Coordinator

Qualifications & Experience

Georgie is an experienced emergency responder with a strong background in inter-agency coordination across local, state, and federal levels. She has a proven track record working in both the public and private sectors of disaster response, bringing a well-rounded understanding of emergency operations, compliance, and service delivery. She is skilled in leveraging GIS technology to support real-time decision-making, data visualization, and operational planning. Her implementation of new programs and procedures to enhance efficiency streamlines AshBritt's workflows and supports mission-critical goals.

Select AshBritt and Related Experience

Disaster Experience
- 4 years

Areas of Expertise
- GIS
- Data Mapping
- Environmental Regulation

Training & Certifications
- 40 FEMA Certifications:
- 40-Hr HAZWOPER
- National Traffic Incident Management Responder Training
- Certified Wetland Evaluator (CWE)
- Certified Storm Water Inspector
- Knowledge of MATLAB Arc Geographic Information System (GIS) & Arc Pro
- Basic Knowledge of AutoCAD Civil 3D
- PADI Open Water Certification
- Bilingual: Spanish (fluent)

Education
- University of South Florida, Master's Certificate in Geographical Information Systems
- B.S. in Environmental Science and Policy

AshBritt, Inc. 2024 - Present
- Historic July 4th Flood Event, 2025 – TX DEM – ROW, Waterway, and PPDR Mapping
- Hurricane Milton, 2024 – FL DEM – Waterway Mapping
- Hurricane Helene, 2024 – USACE (NC & GA) – ROW, Waterway, and PPDR Mapping
- Enhances operational efficiency and coordination by creating detailed, customized GIS maps and leveraging data visualization tools to support strategic planning and decision-making.
- Delivers real-time geospatial and operational data to clients, enabling timely and informed actions.

Cliff Berry Inc., 2024
Field Operations Supervisor
- Developed detailed project proposals, including scope, objectives, methodologies, and budget estimates.
- Coordinated with emergency services, regulatory agencies, and local authorities to manage crises effectively, minimizing environmental impact and ensuring public safety.
- Served as the on-call manager for emergency response operations, maintaining readiness to mobilize resources 24/7 in response to environmental incidents, ensuring rapid deployment and effective coordination with response teams and stakeholders

Florida Department of Environmental Protection, 2021 - 2024
Environmental Specialist II
- Acted as State On-Scene Coordinator for emergency response focused on hazardous waste incidents, including the management of contracted teams for time-restricted response and containment.
- Processed diverse legislative documents from various federal, state, and local agencies, fostering effective communication channels to ensure accuracy and timely handling.
- Analyzed complex hazardous scenarios, making swift decisions for effective incident mitigation by directing contractor activities, maintaining regulatory compliance, and minimizing environmental impacts.
- Interpreted and applied local, state, and federal regulations to ensure compliance throughout the permitting process.

Qualifications, Experience, and Past Performance of Contractor and Subcontractors

AshBritt Qualifications and Experience

AshBritt, Inc. is a woman- and minority-owned S Corporation, incorporated in the State of Florida on October 28, 1992, that maintains a full-time staff of 40+ emergency management experts. Originally founded as a landscaping company, AshBritt's first emergency response effort supported South Florida communities in the wake of Hurricane Andrew. We have since supported recovery efforts in response to 110+ federally declared disasters in 36 states.

U.S. Army Corps of Engineers Trusted Contractor

AshBritt has participated in the National Response Framework since **1998,** when we received our first pre-positioned debris management contract from the United States Army Corps of Engineers (USACE). In 2021, the U.S. Department of Defense (DoD) made history by awarding four contracts totaling $1.75 billion to AshBritt, representing the largest pre-positioned federal debris management contracts value ever granted to a single firm. The record-breaking awards make **AshBritt the prime DoD debris management partner in four U.S. regions, comprising 25 states.**

AshBritt is proud to have completed multiple disaster debris management missions for USACE's South Atlantic Division in North Carolina and Georgia in response to Hurricane Helene (2024-2025) that encompassed complex debris removal services, including but not limited to ROW debris, mud/silt removal, PPDR, and waterway debris removal. **Combined, these projects were the most historically complex debris and tree removal mission ever completed following a hurricane or tropical storm event.**

Regional States	
South Atlantic Division	NC, SC, GA, AL, **FL**
Mississippi Valley Division	IL, IA, MN, WI, LA, MS
Southwestern Division	TX, AR, OK
Northwestern Division	MT, WY, ID, OR, WA, MO, KS, CO, NE, SD, ND

AshBritt has been USACE's trusted debris contractor for the past 25 years

Featured Project: Hurricane Helene

Following Hurricane Helene, AshBritt was tasked by the U.S. Army Corps of Engineers (USACE) to perform various large-scale right-of-way missions and collect/manage more than **5.2 million cubic yards of waterway debris** across 11 counties in North Carolina. Altogether, we successfully **removed and processed more than 7.5 million cubic yards of debris** (including **3,000 lbs of household hazardous waste**) and **475,000 tons of soil and sediment**, facilitated by more than 3,000 unique units, 300+ Temporary Offloading Sites, and 20 Debris Management Sites. USACE also tasked AshBritt with providing **Private Property Debris Removal for 5,563 residential properties** and removing **20,000 hazardous trees ands stumps** across the state. Simultaneously, AshBritt managed nearly 3 million cubic yards of vegetative debris across 10 jurisdictions in Georgia for USACE. This combined effort, supported by a dedicated team exceeding 2,500 professionals, underscores AshBritt's operational scale and expertise in managing complex, multi-state disaster recovery operations.

Disaster Recovery Technical Assistance

We know that sufficient awareness of federal eligibility requirements will save more tax dollars for jurisdictions than any other task in the four phases of emergency management. AshBritt's Disaster Recovery Technical Assistance Team members have combined decades of experience working for FEMA, USACE, and state emergency management agencies. We will use this knowledge and expertise to:

- Address any federal funding concerns or questions that regional jurisdictions may have before or after disasters.
- Provide training/procedural updates to client stakeholders, field staff, and subcontractors (e.g., Policy Briefings, revised field guidance, etc.).
- Review the City's debris management plan for compliance with federal funding requirements.

AshBritt's Disaster Recovery Technical Assistance Team has helped clients achieve FEMA compliance and secure eligible reimbursements for decades. Examples of such technical assistance we have provided local government clients include:

- **2024 Hurricane Helene (Georgia Jurisdictions):** Worked in coordination with USACE to provide local jurisdictions with guidance on stump removal eligibility.
- **2024 Hurricane Beryl (Harris County, TX):** Assisted the County with FEMA cost eligibility concerns.
- **2023 Hurricane Idalia (City of Valdosta/Lowndes County, GA):** Worked with the Georgia Emergency Management and Homeland Security Agency to alleviate contract eligibility concerns for federal reimbursement purposes.
- **2017 Hurricane Irma / 2016 Hurricane Mathew (multiple FL clients):** Navigated FEMA negotiations for work in gated communities.

"AshBritt provided an excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA's guidelines to optimize the county's eligibility for reimbursement."

- Collier County, FL Board of County Commissioners (2016)

TEAM MEMBER	QUALIFICATIONS
 Shelby Pay-Chaney FEMA Compliance Manager	Shelby worked as a **FEMA Region 4** Appeals Supervisor for 8 years before joining AshBritt in 2023. **She boasts a decade of combined state and federal emergency management experience**. During her tenure with FEMA, Shelby personally adjudicated over 300 Region 4 PA first appeals affiliated with every facet of disaster recovery and oversaw the completion of countless other appeals and technical reviews prepared by appeals staff and Technical Assistance Contractors. She also participated in numerous policy development working groups and arbitration hearings; managed declaration requests for multiple Fire Management Assistance Grants (FMAG); and became a certified trainer for FEMA's Procurement Disaster Assistance Team (PDAT). Before FEMA, Shelby served as the Appeals Officer for the **Florida Division of Emergency Management**, the state agency with the largest PA appeal output nationwide. **Her working knowledge of the federal laws, regulations, and policies that guide FEMA's PA Program is all-inclusive.** Since joining AshBritt, Shelby has served as both our Proposal Manager and expert on federal procurement requirements. Her extensive experience in adjudicating FEMA eligibility issues, combined with her deep understanding of federal procurement standards and contracting requirements, makes her the ideal resource for addressing any contracting concerns our clients may have.

TEAM MEMBER	QUALIFICATIONS
 George Minges Technical Assistance Manager	George Minges is a licensed Professional Engineer who spent **23 years as a program leader with the U.S. Army Corps of Engineers (USACE)**. George most recently served as **USACE's national debris Subject Matter Expert**, where he was the civilian debris lead for Hurricane Helene — personally leading the authorship of 75 Task Order Performance Work Statements for the largest USACE debris mission since Katrina, valued at $2.6 billion. That experience gives him an unmatched understanding of how USACE Planning and Response Teams operate and what they expect from contractor teams at every stage of mission execution. On disaster activations, George translates government tasking into executable operational plans by applying the same six planning functions he executed as USACE's national debris SME: disaster area evaluation, debris volume estimation, geographic sectoring, DMS site identification, crew and equipment requirements development, and environmental health and safety evaluation. His licensed P.E. credentials and deep geotechnical and civil engineering background bring technical rigor to debris volume modeling and site analysis that directly reduces schedule and performance risk on large-scale, complex debris missions.
 Jim Loomis Federal Contracts Specialist	**Jim is a seasoned emergency management expert with over 12 years of executive leadership experience leading disaster mitigation and recovery initiatives at the Florida Division of Emergency Management.** His expertise spans federal assistance, disaster declarations, and government-to-government/individual/business assistance programs. He played a key role in developing the **Partners in Recovery Program, a national model for disaster recovery coordination**. Jim also worked in hurricane shelter surveys, Community Right to Know programs, and disaster recovery planning. He was instrumental in the development of Florida's Disaster Mitigation Act of 2000. Over the past 20 years working with AshBritt, Jim has become our lead liaison for federal agency coordination. Notably, his wide breadth of emergency management expertise has supported AshBritt's efforts on multiple federal contracts, including those with the United States Army Corps of Engineers.
 Chris Holsinger S/DBE Subcontracting Officer	Chris began his emergency management career at the **Florida Division of Emergency Management**, where he served as **the State's specialist on FEMA debris eligibility requirements**, providing technical assistance to Florida PA applicants. Additionally, Chris **taught the FEMA G202 Debris Management Training Course** throughout the state and regularly reviewed Debris Management Plans for compliance with the Sandy Recovery Improvement Act's Debris Management Plan Pilot Program. During his time at FDEM, Chris **co-authored the Debris Management Field Guide**, a comprehensive resource that outlines eligible work and proper procedures for documenting, collecting, and disposing of various types of debris. He also reviewed municipal Comprehensive Emergency Management Plans to ensure their compliance with debris management standards. Since joining the AshBritt team nearly a decade ago, Chris has become our in-house expert on small, disadvantaged, women-owned, and minority business (S/DBE) subcontracting. While serving as our in-house S/DBE Subcontracting Officer, Chris performs outreach to S/DBEs, provides registration and licensing guidance, and mentors small businesses through subcontracting procedures for government work.

Awards, Acclaim, and Accomplishments

AshBritt is an award-winning disaster response and debris management firm that has received acclaim and recognition throughout our 33-year history for exceptional work in response and recovery, including:

FEPA Award (2024)

- City of Kerrville, TX Certificate of Recognition (2026).
- Florida Emergency Preparedness Association (FEPA) – Corporate Award for Excellence in Emergency Management (2024).
- South Florida Business Journal Business of the Year Finalist (2024)
- City of Valdosta, GA – Presented "AshBritt Day" Proclamation (2024) for Hurricane Idalia recovery work and related philanthropic projects.
- Charlotte County, FL – Presented "AshBritt Month" Proclamation (2023) for Hurricane Ian recovery work.
- Top 100 Women-Led Businesses – AshBritt was named one of the Top 100 Women-Led Businesses in Florida by The Women's Edge in 2022, 2023 (5th Place), and 2024 (6th Place).
- Kentucky Colonels – Multiple team members proclaimed "Kentucky Colonels" by the Governor of Kentucky, the highest honor bestowed by the Commonwealth of Kentucky, for exceptional work performed in response to the July 2022 Kentucky Flood Event.
- In 2021, the U.S. Department of Defense (DoD) made history by awarding four of the Advanced Contract Initiative (ACI) – Regional Contracts for Debris Management Services (RCDMS) totaling $1.75 billion to AshBritt, representing the largest pre-positioned federal debris management contracts value ever granted to a single firm.
- Awarded Contractor of the Quarter three times by the U.S. Army Corps of Engineers, Mobile District.
- Presented "Award of Gratitude" from the City of Port St. Lucie Keep PSL Beautiful Committee.
- Presented "Hurricane Isabel Heroes" Recognition from the City Council of the City of Hampton, Virginia, for disaster recovery efforts.
- Presented with numerous commendations from the Office of the Governor, State of Mississippi, for our contributions and support of the recovery and rebuilding efforts in MS.

Licensure and Registrations

**** Please see the following pages for AshBritt's licensure and registrations ****

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CARTER, ROBERT SCOTT

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH FL 33441

LICENSE NUMBER: CGC1533864

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/24/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 05,2025

ASHBRITT, INC.
565 EAST HILLSBORO BLVD
DEERFIELD BEACH, FLORIDA 33441

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

State of Florida
Department of State

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

The document number of this corporation is P92000000600.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on April 29, 2026, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-ninth day of April, 2026

Secretary of State

Tracking Number: 9262722023CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

Receipt #: 180-346925

Business Name: ASHBRITT INC

Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ROBERT SCOTT CARTER(QUALIFIER)

Business Location: 565 E HILLSBORO BLVD
DEERFIELD BEACH

Business Phone: 954-725-6992

Business Opened: 10/01/2024

State/County/Cert/Reg: CGC1533864

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		28		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt Fee 81.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH, FL 33441

Receipt #13B-24-00006958
Paid 08/22/2025 81.00

2025 - 2026

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

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Rooms	Seats	Employees	Machines	Professionals
		28		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt #13B-24-00006958
Paid 08/22/2025 81.00

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954) 250-4057
E-mail: web.btr@deerfieldbeachfl.gov

Deerfield Beach
Florida

Business Tax Receipt License
2025 - 2026
License Number: 2026-465976
Expires: 9/30/2026

Classification: GENERAL CONTRACTOR'S OFFICE

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH, Florida 33441

Business Location: 565 E HILLSBORO BLVD DFB 33441

Service(s): OFFICE: 1 LIC'D CONTRACTOR

Notice: This Business Tax Receipt License becomes ***NULL*** and ***VOID*** if ownership, business name, or business location has changed. The business owner **must** apply for a Certificate of Use. Once the Certificate of Use has been issued, the business owner **must** apply for the Business Tax Receipt License.

Detach and retain for your records

*** Business Tax Receipt License ***

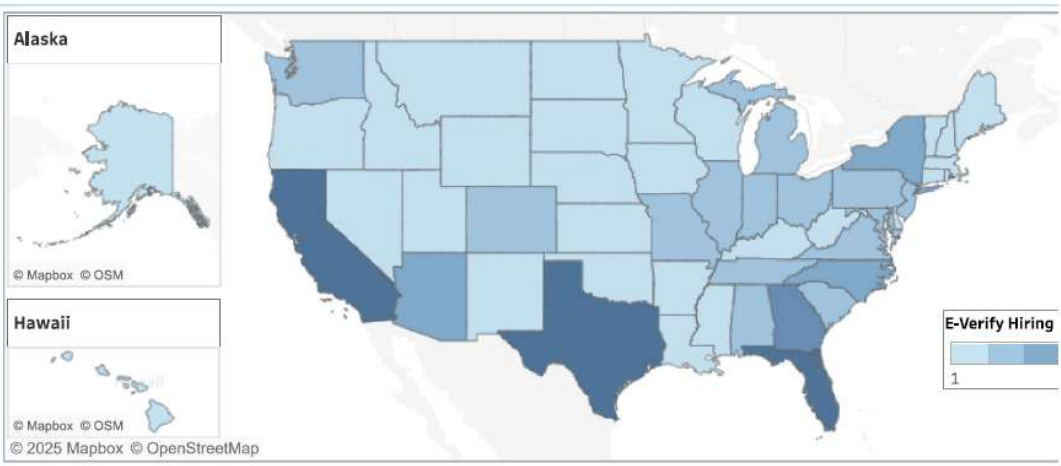
License Number: 2026-465976

- **This Business Tax Receipt License represents proof of payment of your Business Tax Receipt License Fee for the period of October 1 to September 30th. Please exercise diligence in maintaining this receipt.**
- **Once you have obtained a Business Tax Receipt License, you will be sent a renewal notice each year beginning July 1st (90 days prior to expiration), to the address listed on the Business Tax Receipt License. Please check all Business Tax Receipt License information and report any errors immediately via email to web.btr@deerfieldbeachfl.gov. The City may impose fines and penalties for failure to renew this Business Tax Receipt License**
- **Your current Business Tax Receipt License shall be posted so that it is can be viewed by anyone upon entering the place of business.**
- **Any change to the ownership, business name or location, requires that the business owner must apply for a Certificate of Use. Once the Certificate of Use has been issued, the business owner must apply for the Business Tax Receipt License.**
- **If you have more than one business location, you must obtain a Business Tax Receipt License for each location.**

This **Business Tax Receipt License** does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.

E-Verify Compliance

3/21/25, 10:56 AM Workbook: E-VerifyEmployerSearch



Map based on search tool's full data set. Data refreshes every day at midnight. Color shows Total Hiring Sites by State. Map will act as a filter to the table.

Search Filters

[Table Only filter - Table data shows records by **Last Updated Date** in descending order and default filtered to show employers enrolled **this y**

Business Name [Input Employer's legal name or DBA name]
AshBritt, Inc.

Industry Type
(All)

Account Status
☑ Open
☑ Terminated

Opted into E-Verify+
☑ No
☑ Yes

State/Territory
(All)

Date Enrolled [Select last 30 years for all data]
Last 19 years

Total Records Filt

E-Verify Participating Employer List

Last Updated Date	Employer	Doing Business As	Account Status	Opted into E-Verify+	Date Enrolled	Date Terminated	Workfor Size
6/22/2011	AshBritt, Inc.		Open	No	8/7/2008		20 to 99

SAM.gov

ASHBRITT INC • Active Registration

Unique Entity ID
YH8JGLSMAQX3

CAGE/NCAGE
00Z46

Expiration Date
Aug 14, 2026

Physical Address
565 E Hillsboro BLVD
Deerfield Beach, Florida
33441-3543, United States

Mailing Address
565 E Hillsboro BLVD
Deerfield Beach, Florida
33441-3543, United States

Purpose of Registration
All Awards

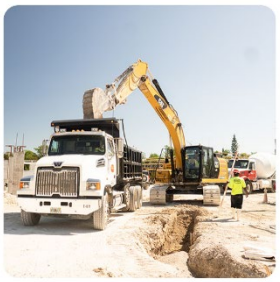
Charlie Toppino & Sons Qualifications and Experience

Charley Toppino & Sons is a family-owned general contractor with over 100 years of continuous operations in the Florida Keys and the most deeply embedded construction firm in Monroe County. Now operating under its third and fourth generations of Toppino family leadership, the company has grown from its infrastructure roots into a full-service general contractor with more than 160 field and office personnel — offering capabilities across disaster debris management, infrastructure, site development, demolition, aggregates, and general contracting.

What makes Charley Toppino & Sons uniquely valuable to this engagement is not just their longevity, but what that longevity has produced: an unmatched understanding of the logistical realities of building and recovering in an island environment. The Florida Keys are not a project location for Toppino — they are home. The company's established equipment positioning, supplier relationships, subcontractor networks, and institutional knowledge of Monroe County's infrastructure, regulations, and terrain cannot be replicated by any firm without a permanent, generational presence here.

Toppino's client history speaks to the trust local government has placed in the firm for decades. The company has completed projects for the Florida Department of Transportation, the U.S. Navy, the U.S. Army, the U.S. Coast Guard, Monroe County, and the City of Key West — demonstrating the regulatory familiarity and public-sector accountability that FEMA-reimbursable disaster response demands. Storm cleanup and disaster response have grown into an increasing priority for the firm as the next generation of leadership has taken the helm, reinforcing the company's commitment to the community it serves.

Awards: Charley Toppino & Sons, Inc has been nominated for the "Best Contractor" in the Bubba Awards for nine consecutive years, winning in 2024, 2023, 2022, and 2019.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

TOPPINO, JOHN PETER

CHARLEY TOPPINO & SONS INC
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST FL 33040

LICENSE NUMBER: CGC1518488

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/15/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 17, 2025

CHARLEY TOPPINO & SONS, INC.
PO BOX 787
KEY WEST, FLORIDA 33041

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, ELECTRICAL WORK, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, INTERMEDIATE BRIDGES, MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, CURB & GUTTER, GROUT INJECTION, LIFT/PUMP STATION, RIP RAP, UNDERGROUND UTILITIES.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL
Mailing Address:
BOX 787
KEY WEST, FL 33041

Business Location: US HWY 1
KEY WEST, FL 33040

Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 152A

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid WRB-24-00095551 08/21/2025 250.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND LICENSING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 30140-89799

Business Name: CHARLEY TOPPINO & SONS INC

Owner Name: FRANK TOPPINO, JOHN P TOPPINO QUAL
Mailing Address:
BOX 787
KEY WEST, FL 33041

Business Location: US HWY 1
KEY WEST, FL 33040

Business Phone: 305-296-5606
Business Type: CONTRACTOR (GENERAL & ENGINEERING CONTRACTORS)

Employees 70

COMP CARD: ENG I 131A /GC 15

STATE LICENSE: CGC1518488

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
250.00	0.00	250.00	0.00	0.00	0.00	250.00

Paid WRB-24-00095551 08/21/2025 250.00

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name: Charley Toppino & Sons Inc
Location Address: 2011 Flagler Ave , Key West, FL 33040
License NBR/Class: 23997 BTR LICENSES AND PERMITS
Expiration Date: **09/30/2026**

BTR - General Contractor

Comments:
Restrictions: DBPR #CGC1518488 (8/31/24)

This document must be prominently displayed.

Charley Toppino & Sons Inc
PO BOX 787 KEY WEST FL 33041

TOPPINO, FRANK
PO BOX 787 KEY WEST FL 33041

Subcontractors

AshBritt Toppino leverages a robust network of subcontractor partnerships for project success. Our extensive experience collaborating with thousands of firms and skilled personnel allows us to consistently deliver high-quality results. In addition to our extensive database of pre-qualified subcontractors, we maintain: 1) a core group of standby teaming partners who are exclusively available for deploying to AshBritt Toppino projects, and 2) long-term relationships with regional and nationwide vendors, equipment rental companies, logistics/freight forwarding firms, recycling/disposal companies, etc., who have registered with us for potential work.

Local First Strategy

AshBritt Toppino is deeply committed to driving positive social and economic change by prioritizing the utilization of local contractors and laborers within the communities we serve. This commitment immediately injects capital into the local economy, supports the resiliency of local businesses, and ensures that disaster recovery funds are reinvested where they are needed most. By partnering with local firms, we gain invaluable insights into local customs, geography, demographics, and supplier networks, which are critical for planning and operational efficiency. **This philosophy is not simply a business practice — it is the very principle that gave rise to the AshBritt Toppino partnership itself.** When AshBritt first engaged Charley Toppino & Sons as a local subcontractor in 1998, it was because AshBritt recognized that no outside firm could match the on-the-ground knowledge, community trust, and Keys-based resources that Toppino had built over decades. **That initial commitment to local partnership grew into the enduring joint venture that stands before the City today — a relationship spanning nearly 30 years** and every major storm event to impact the Florida Keys in that time.

Above: Project Manager, Brian Thomason, Operations Manager, Dow Knight, and Operations Supervisor, Richie Bensh provide training to local FL Keys subcontractors at our Islamorada, FL base camp in 2024

In a more recent example, AshBritt recently finalized debris operations in Kerr County, TX, on behalf of the Texas Division of Emergency Management in response to the historic July 4, 2025, flood event. We worked with many local subcontractors and vendors to perform this vital work and help restore the community in record time. Included below are examples of local Kerr County businesses that we worked with to optimize operations and support the local economy:

Supporting Local, Kerr County, TX Business	
Local Business	**Service/Product**
Scrap Solutions	White goods disposal
J.D.S. Wrecker, Inc.	Car and RV removal from waterways
Flyin' Diesel Performance	Vehicle improvements
Off-Road Truck Accessories	Off-road vehicle for operations
Kwik Signs	Company signs/logos for operation
1-Stop Advertising and Printing	Company banners/flyers for operation
Tex-Sun Window Tinting	Vehicle improvements
Fritztown Off-Road	Company vehicle repair

In another example, approximately 60% of AshBritt's workforce for complex disaster recovery operations in Eastern Kentucky following a 2022 severe flood event consisted of local hires. In this instance, AshBritt utilized innovative means to ensure that we maximized our utilization of local hires by creating a workforce re-entry program in partnership with the Kentucky State Department of Corrections offices for justice-involved individuals, and hired them to assist with debris removal projects.

In addition to pre-disaster recruitment efforts, AshBritt Toppino will initiate a **rapid outreach program** in the Florida Keys and South Florida upon contract activation. Our process includes deploying dedicated AshBritt representatives who host immediate vendor outreach meetings and utilize local media and digital platforms to identify and register local firms capable of providing necessary services, such as debris hauling, traffic control, equipment rentals, and certified personnel. We actively **break down large scopes of work into manageable sub-packages suitable for smaller, local enterprises**, ensuring maximum participation across all tiers of the disaster response supply chain.

On the following pages, we have provided articles demonstrating our commitment to local hiring and community renourishment.

Fishermen join disaster response effort

It took 10 years for Casey Streeter to build his fishing business, but it took just 10 hours for it all to be washed away.

When Hurricane Ian hit Florida last September, local Pine Island fisherman Streeter lost nearly everything. With his shop devastated by 155 mph winds, house flooded by a 15-foot storm surge, the waterways damaged by debris, and tourism to the area all but extinct, Streeter found himself out of work with a long road of rebuilding ahead.

A barge makes its way to St. James City after collecting about 40 cubic yards of waste May 2. Congressman Byron Donalds (R-FL) was participating in a Hurricane Ian marine debris removal tour alongside representatives from AshBritt in St. James City. Although large quantities of debris have already been removed since Hurricane Ian devastated the area last year, recovery efforts and clean-up continue. *Ricardo Rolon/USA TODAY NETWORK-FLORIDA*

But everything changed when Streeter got a personal call from AshBritt's founder Randy Perkins to join him in recovery efforts. No one understands the importance of engaging local businesses in disaster response better than Randy Perkins, who founded AshBritt in 1992 after his landscaping business was upended when Hurricane Andrew devastated South Florida. In the aftermath of the hurricane, Randy got the opportunity to pivot from landscaping to hurricane clean-up, and his life has never been the same.

Today, celebrating 30 years in business, AshBritt is the largest disaster response contractor in the United States. During every single activation, Randy is grounded in how he got started in this industry, and is committed to engaging the local business community in post-disaster work.

Streeter jumped at the opportunity to regain an income while giving back to his community. In fact, Streeter viewed the job as more than a personal lifeline, but also an opportunity to help revitalize the damaged waterways central to the community and local economy. Streeter called on four other out-of-work fishermen to join him, forming a new business called Fisherman's Disaster Response (FDR).

As a contractor for AshBritt, FDR's crews and local know-how have been critical in removing debris from the area's environmentally sensitive waterways and mangroves. More than 500,000 cubic yards of marine debris have been collected from the surrounding barrier islands to date, and that doesn't include the thousands of pounds of debris recovered from the mangroves by hand.

Just as the mangroves' root systems and the waterways connect all who call the area home, the cleanup requires a coordinated effort by local residents, businesses, contractors, elected officials and beyond.

That's why it was special for Streeter to join Congressman Byron Donalds to experience AshBritt's coordinated debris removal work in action.

The group toured St. James City, discussing operations which include mechanical lifting of large debris from the water, aerial removal of boats, and individual hand-picking crews that put in long hours pulling home cleaning product containers, paint cans and lumber from the labyrinth of the mangroves.

As the local member of Congress, Donalds' passion for protecting Florida's waterways and proactive leadership are well known. Our waterways are the lifeblood of our local economy, and I am proud to champion the necessary funding and resources to ensure our waters are clean and safe. Since entering Congress, Rep. Donalds has sponsored more than five bills focused on preserving Southwest Florida's water and enacting common sense bipartisan action that supports the environment, the economy and the people's health.

We want to thank Governor DeSantis and Florida Division of Emergency Management (FDEM) Director Kevin Guthrie for their commitment to Southwest Florida. It is through these partnerships between elected leaders, government, contractors and local businesses that Southwest Florida's community and economy will continue to heal and ultimately thrive again.

There's more work to be done, but with companies committed to supporting the local community, Southwest Florida will be back to normal soon. Until then, we look forward to continuing to help the recovery process and seeing this region succeed.

https://www.news-press.com/story/opinion/2023/05/21/fishermen-join-disaster-response-effort/70228416007/

Below, please see a "thank you" email from a North Carolina business speaking to our workmanship and efforts to hire locals to support recovery operations.

From: Tim Bell <tim@greenriveradventures.com>
Sent: Tuesday, April 1, 2025 10:26 AM
To: response <response@ashbritt.com>
Cc: Marche Pittman <mpittman@polknc.org>
Subject: Thank You from the Green River Cove Community

Some people who received this message don't often get email from tim@greenriveradventures.com. Learn why this is important

Dear AshBritt,

I own two businesses in Saluda, NC, Green River Adventures and The Gorge Zipline, that operate in Green River Cove. I need to express my gratitude and appreciation for the incredible lift that your leadership, supervisors, subcontractors, operators, flagmen... everyone that I interacted with that was part of the mission to repair and restore this cherished natural landscape and resource. It's impossible for me to fully express how important it is for the local economy, quality of life, and ecosystem that the Green River be restored in time for spring and summer.

I've never witnessed a large scale mobile force execute a project like this. It really boggles my mind how efficiently the clean up has been executed since day one. There were trash and debris piles so large and vast, that I had no idea how, if ever, they would be removed. Your operators had already removed some of those in the first few days. I can only imagine the behind-the-scenes organization and communication it takes to deploy so quickly with immediate efficacy.

As a local, I was anxious about the lack of control over a project that could have such a lasting impact on our environment. Your preemptive communication with me as a local land and business owner assuaged my fears. The leadership, particularly the Jason's with AshBritt and Geoff and Wally with Core Tree, were available anytime I needed. Despite their incredibly busy schedules, everyone was available to talk with me and listen to my concerns whenever I needed.

I'm in customer service, so I'm keenly aware of how people treat others, especially in public interactions. Your drivers, flagmen, and machine operators have been so incredibly patient with the public, even as we continuously got in their way and slowed their progress. Invariably, they would stop their machines and wait, waive, and smile. We appreciated that so much. It communicated a certain empathy and this damaged community needed to feel that grace and comfort.

Finally, thank you for hiring local people. This allowed much needed dollars to go to locals, but it also allowed locals to be a part of the clean up and repair the damage with dignity. I asked everyone I was able to talk to where they were from and I was amazed at how many of them were local.

I hope that you can pass this on to your employees and leadership at AshBritt. They need to know how much we appreciate them. Thank you!!!

—
Tim Bell
c 828.553.6334
o 828.749.2800
tim@greenriveradventures.com

OPINION

Letter to the Editor: Local tornado recovery efforts benefit local economy

By Submitted MARCH 24, 2022 | 12:02 AM UPDATED MARCH 23, 2022 | 2:55 PM

Seventy-seven of our neighbors lost their lives last December when an EF4 tornado turned trees to twigs, blasted apart buildings, and even overturned train cars across a wide stretch of Western Kentucky. What you saw on television did not match the reality of devastation on the ground.

In the days that followed, it became clear that we would need significant help to restore our community. If you're like me or any Kentuckian, you pride yourself on being self-reliant. But this disaster was a challenge too big to face alone. We needed help, and we needed it quickly.

One of the first and smartest things our local leaders did after the storm was to contract with a national emergency logistics and disaster response company called AshBritt. AshBritt specializes in assisting communities that have faced catastrophic disasters, by planning and providing turnkey emergency services to include debris removal while simultaneously ensuring to hire as many local businesses and individuals as quickly as possible to assist with the cleanup.

I came to understand how being properly prepared for such events can help restart and lead to the recovery of our regional economy. Local subcontractors — like my company Wolf Quality Construction — were quickly activated for the recovery operation. Through the decisive leadership of our County Officials and their rapid actions to implement plans and operations, allowed me and my company to participate in standing our (my) community back up — getting the lights back on, food distributed, displaced citizens a roof over their head, and commencement of major debris removal operations.

Within less than 72 hours after AshBritt began its response activities, 27 crews with 54 specialty trucks were clearing roads and removing debris from our neighborhoods. Once the debris was loaded into trucks, it was hauled to locally owned and operated landfills and burn sites. Further into the recovery, a Kentucky-based tree-removal crew was added to remove damaged and hazardous trees. At the peak of operations, over 40 local citizens were employed and participating in debris removal activities.

So far, over 350,000 cubic yards of debris and 1,500 hazardous trees have been loaded, hauled, and disposed of. That's enough debris to fill 45 Goodyear blimps or 100 Olympic-sized swimming pools. The massive response operation continues to this day, ahead of schedule.

Faced with such a monumental, overwhelming crisis, and a catastrophe in which I never could have imagined happening right here in my hometown, I now have a grasp of the meaning of preparedness. There was no pre-positioned debris removal contract in place, there was no debris removal plan and I saw firsthand how our leadership partnered with the right company to help us put those pieces together.

Hopefully, we never find Hopkins County and Dawson Springs impacted by such an event ever again, but the lessons learned have resulted in a pre-positioned disaster debris contract now in place and continuing preparedness efforts evolving every day. This is proof that something good can always come out of something bad.

We're fortunate that AshBritt turned out to be so knowledgeable and professional – and so intent on hiring local, small, and minority-owned subcontractors who could help our neighbors, our communities, and our economy get back on track. As I reflect on the collective strength of our community, with supply trucks rolling in, utility operations ongoing, and houses being rebuilt a true sense of recovery is being realized. I am a proud Kentuckian and am proud to be part of the team helping to make us whole again.

Written by
Mike Donaldson with Wolf Quality Construction, LLC.

Experience and Past Performance of Prime Subcontractors

During the critical first stages of disaster recovery, local subcontractors who are themselves affected by the event may be hampered in their ability to respond immediately. This is where larger, geographically independent firms excel. Their readily available resources and prior experience enable them to spearhead initial mobilization efforts while simultaneously supporting local businesses as operations scale up.

Our established network of trusted offsite subcontractors possesses extensive expertise in FEMA documentation, reimbursement procedures, and disaster project management. These partnerships ensure a swift and efficient debris removal response, ultimately helping communities recover faster. The table below identifies some of our most trusted, long-term partners that could be called upon to supplement work in the City of Key West.

PRIME SUBCONTRACTOR SUMMARY		
Subcontractor	**Project Function**	**Point of Contact**
Plantation Tree & Landscape	Emergency road clearance, debris collection, hazardous tree and limb removal, stump removal	Jeff Gautier 305-852-3962
SFM Services	Emergency road clearance, debris collection, facility restoration, TDMS management, haul-out	Christian Infante 305-525-9442
County Waste, Inc.	Emergency road clearance, debris collection, waterway debris, PPDR, hazardous tree and limb removal, stump removal, sand management, TDMS management, haul-out	Jason Santiago 239-229-3401
Dorado Services Inc.	Emergency road clearance, debris collection, waterway debris, PPDR, hazardous tree and limb removal, stump removal, TDMS management, haul-out	Fernando Neris 407-497-1689
Davey Tree Expert Company	Emergency road clearance, debris collection, PPDR, hazardous tree and limb removal, stump removal, TDMS management, haul-out	Brett Crowe 651-366-9294
Paul Bunyan, Inc.	Emergency road clearance, debris collection, waterway debris, PPDR, hazardous tree and limb removal, stump removal, TDMS management, haul-out	Eric Davis 937-603-8619

Plantation Tree & Landscape	**92329 Overseas Hwy., Tavernier, FL, United States, 33070**
	Emergency road clearance, debris collection, hazardous tree and limb removal, stump removal

Plantation Tree & Landscape is a Keys-based arborist and landscape services company that has operated out of Tavernier, Florida, since 1987, bringing over three decades of specialized expertise in the unique environmental and ecological conditions of the Florida Keys. As a Certified Arborist and active member of the Florida Nursery, Growers & Landscape Association, Plantation Tree provides tree evaluation and consultation, pruning, removals, relocations, mangrove trimming, site clearing, stump removal, and disaster debris removal — backed by a dedicated fleet of dump trucks, dump trailers, and excavation equipment positioned directly in Monroe County and ready to mobilize at a moment's notice.

SFM Services, Inc.	7500 NW 74th Avenue, Medley, FL 33166
	Emergency road clearance, debris collection, facility restoration, TDMS management, haul-out

SFM Services, Inc. is a minority-owned debris management, landscaping, security, and facility services company headquartered in Medley, Florida, with nearly 50 years of experience serving South Florida's municipalities, property managers, and government agencies. Their disaster recovery capabilities — including hazardous tree and stump removal, emergency road clearance, right-of-way debris collection, and debris management site operations — are backed by a long track record of performance for clients such as Miami-Dade County, the City of Miami, the City of Coral Gables, and the City of Tamarac, making SFM a proven local partner uniquely positioned to support rapid, community-rooted response in the Florida Keys. We have partnered with SFM Services in multiple jurisdictions in response to the following disaster events:

- 2024 Hurricane Milton
- 2023 Ft Lauderdale Flooding
- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2017 Hurricane Irma
- 2005 Hurricane Wilma

COUNTY WASTE INC	8060 Mainline Parkway Fort Myers, FL 33912
	Emergency road clearance, debris collection, waterway debris, PPDR, hazardous tree and limb removal, stump removal, sand management, TDMS management, haul-out

County Waste Inc. has been an industry leader for over 25 years in the vegetative management and processing field. They have incorporated our shared experiences from working with large-scale natural disasters into their local debris-hauling methodology. Their logistical expertise enables them to haul any amount of debris from various locations while keeping overall costs down.

AshBritt utilized County Waste in multiple jurisdictions in response to the following disaster events:

- 2024 Hurricane Milton
- 2024 Hurricane Helene
- 2022 Kentucky Flooding
- 2022 Hurricane Ian
- 2021 Hurricane Ida
- 2018 Hurricane Michael
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2015 California Valley Fire
- 2012 Hurricane Sandy
- 2011 CT & MA Severe Storms
- 2008 Hurricane Ike
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- An array of other projects.

DORADO SERVICES	195 W Seminole Blvd, Sanford, FL 32771
	Emergency road clearance, debris collection, waterway debris, PPDR, hazardous tree and limb removal, stump removal, TDMS management, haul-out

Dorado Services, Inc. is a Sanford, Florida-based HUB Zone small business with 25 years of experience and a current holder of USACE SATOC contracts for debris removal. Dorado can self-perform and mentor others in all phases of disaster recovery.

AshBritt utilized Dorado Services, Inc. in multiple jurisdictions in response to the following disaster events:

- 2024 Hurricane Helene
- 2022 Hurricane Ian
- 2018 Hurricane Michael
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2012 Hurricane Sandy
- 2011 CT & MA Severe Storms
- 2008 Hurricane Ike
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- An array of other projects

DAVEY Proven Solutions for a Growing World	405 Hardman Ave S. South St. Paul, MN, 55075
	ROW debris collection, emergency road clearance, hazardous tree removal, debris site management and reduction, and haul-out services.

Founded in 1880 and employee-owned since 1979, The Davey Tree Expert Company is one of the largest employee-owned firms in the United States, with more than 12,000 employees operating across nearly every state. Through its Davey Resource Group division, Davey provides emergency storm response, right-of-way debris clearance, vegetation management, land clearing, and line clearance services, with 24/7 mobilization capabilities and dedicated local emergency coordinators. The company maintains a fleet in excess of 15,000 units — including aerial lifts, excavators, tracked feller bunchers, tracked mulchers, wheel loaders, dozers, chippers, skidders, and cranes — covering the full range of equipment needed for large-scale tree debris removal and ROW clearance. Davey holds ISA Certified Arborist and Certified Treecare Safety Professional (CTSP) credentials and operates under a rigorous safety culture supported by its Road to Zero program and GPS-based field management platform.

- 2026 VA Winter Storms
- 2026 KY Winter Storms
- 2025 Louisville, KY Flood
- 2025 KY Winter Storm
- 2025 Hurricane Helene (NC)
- 2022 VA Winter Storms
- 2019 VA Strong Storms
- 2019 VA Straight-line Windstorm

	494 Harvest Dr., Rockwood, PA 15557
	Emergency road clearance, debris collection, waterway debris, PPDR, hazardous tree and limb removal, stump removal, TDMS management, haul-out

Paul Bunyan, Inc. is a Somerset, Pennsylvania-based disaster recovery firm specializing in emergency work and debris removal, and has worked with AshBritt performing load and haul services and specialty hazardous tree removal on all major projects since 2001. Paul Bunyan, Inc. is our go-to subcontractor and can be relied upon to bring nearly unlimited resources when the event demands unrelenting high performance.

AshBritt utilized Paul Bunyan in multiple jurisdictions in response to the following disaster events:

- 2024 Hurricane Helene
- 2024 Hurricane Beryl
- 2022 Hurricane Ian
- 2022 Kentucky Floods
- 2018 Hurricane Michael
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Harvey
- 2012 Hurricane Sandy
- 2011 CT & MA Severe Storms
- 2008 Hurricane Ike
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- Hurricane Jeanne

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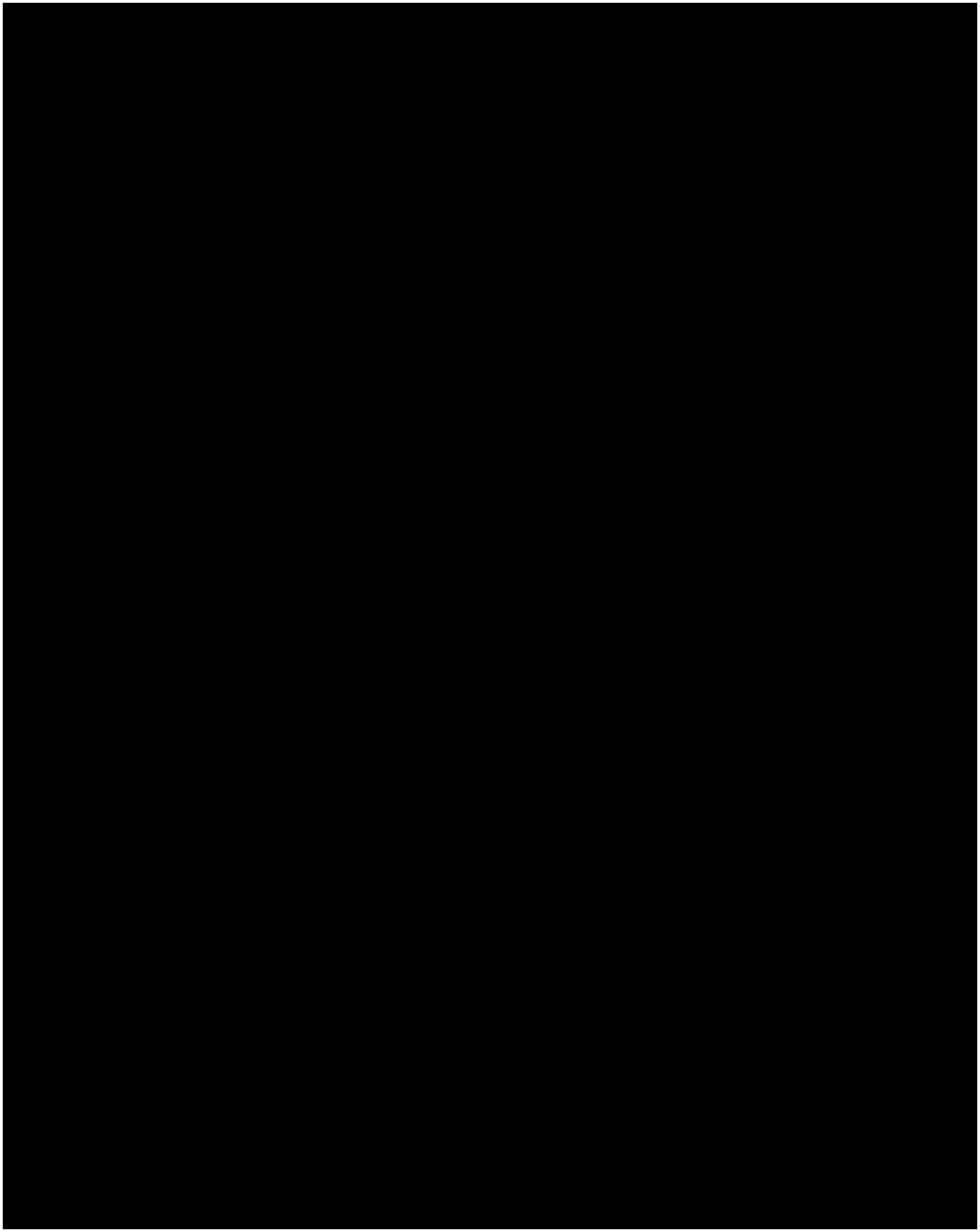
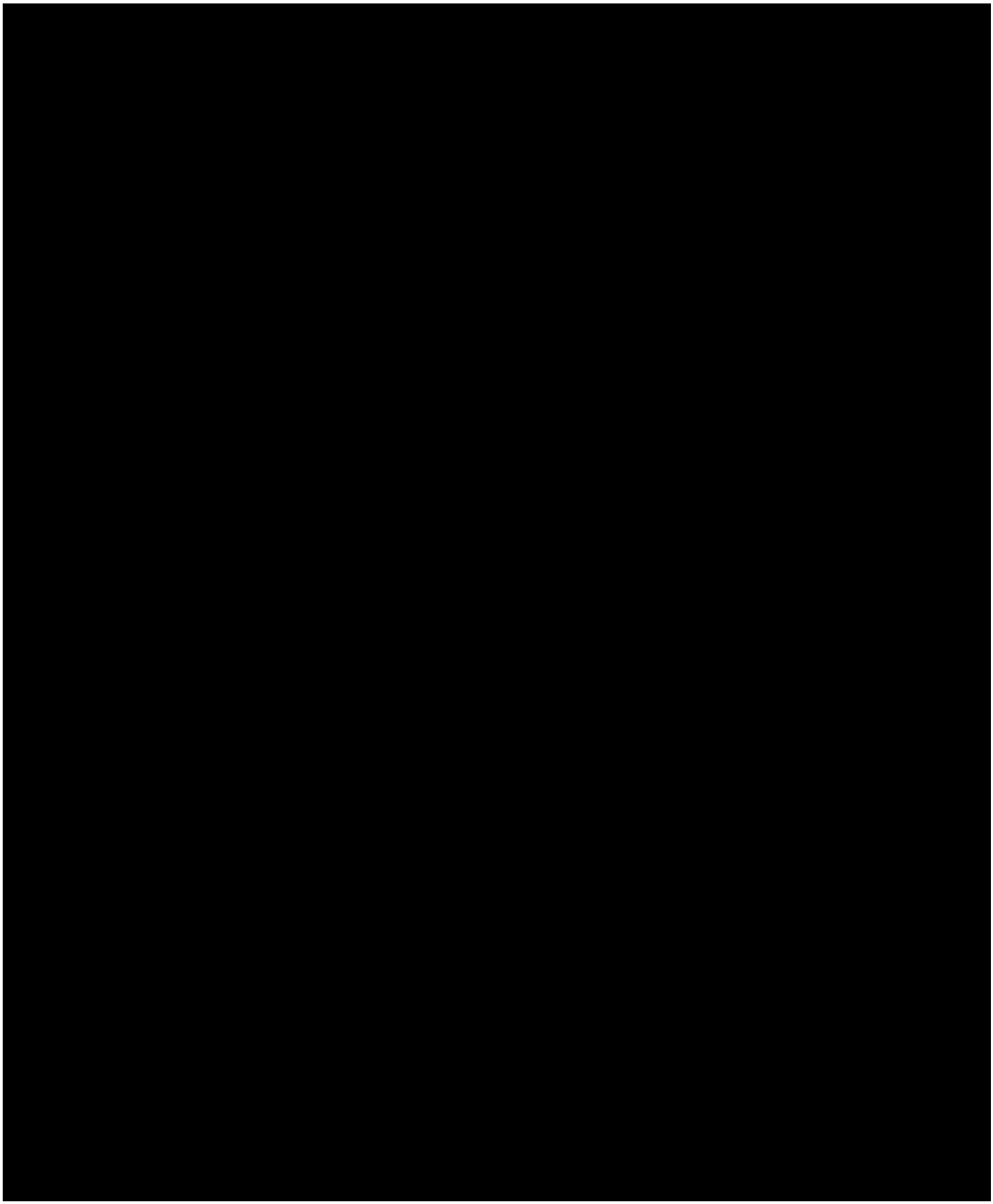
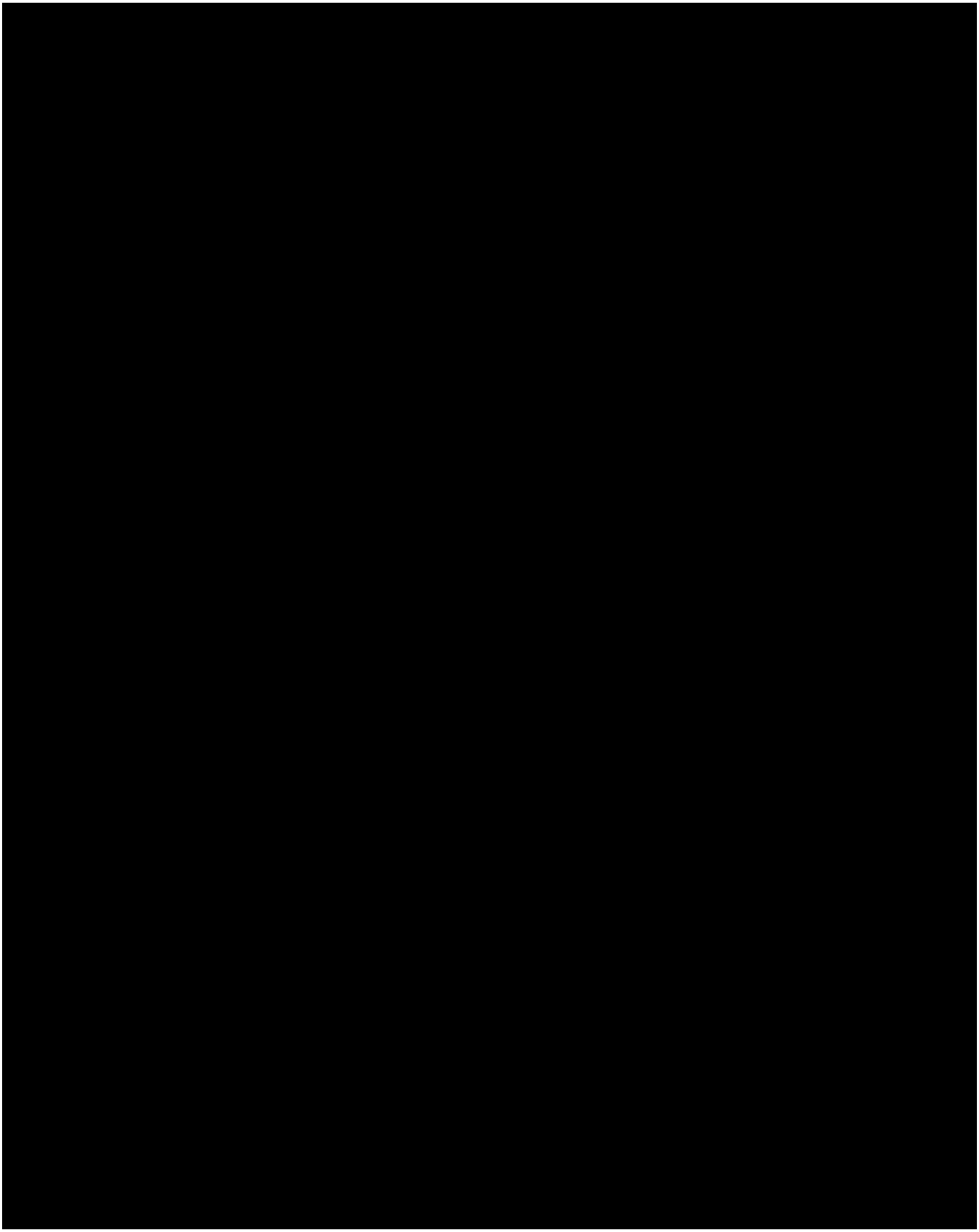
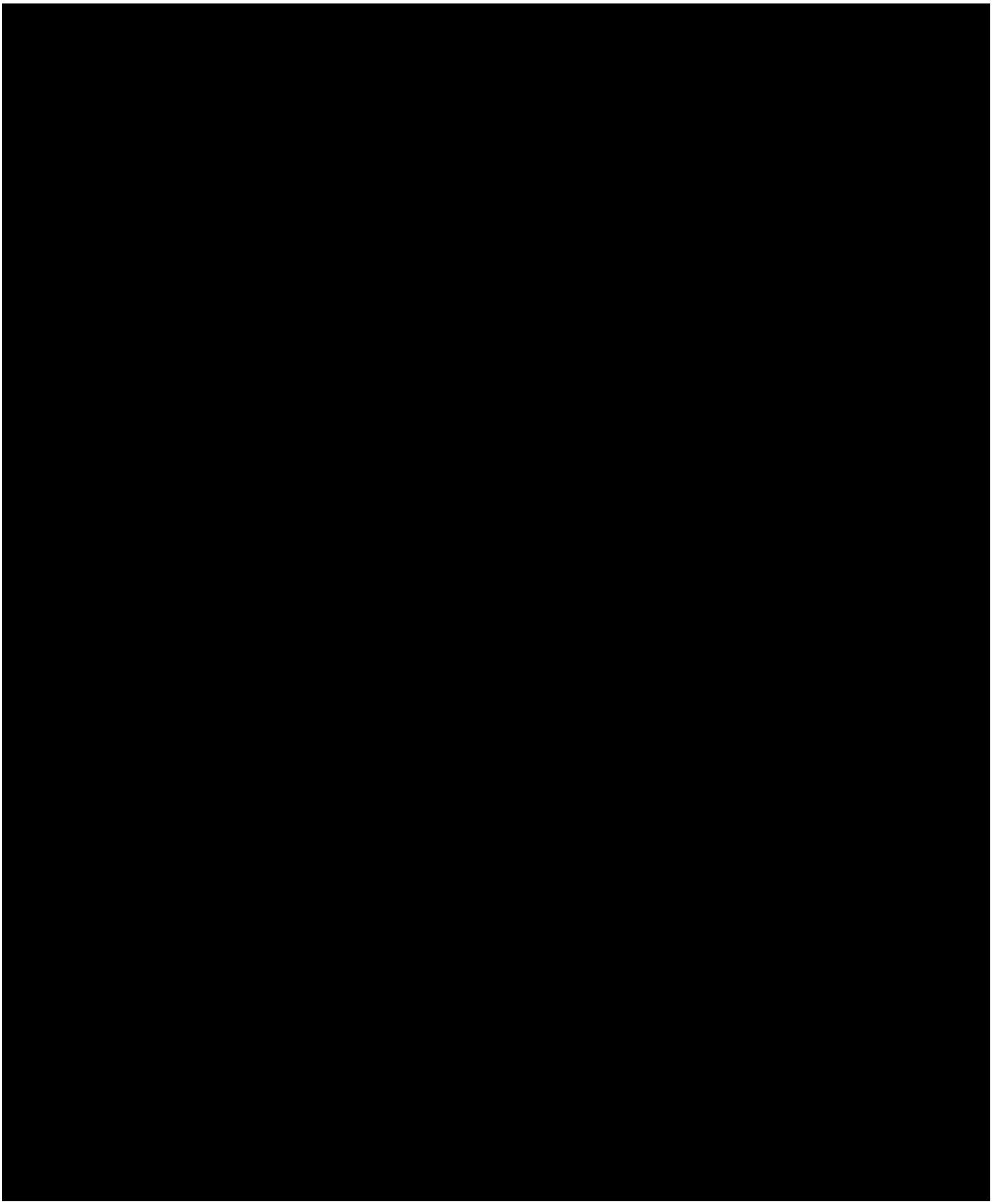
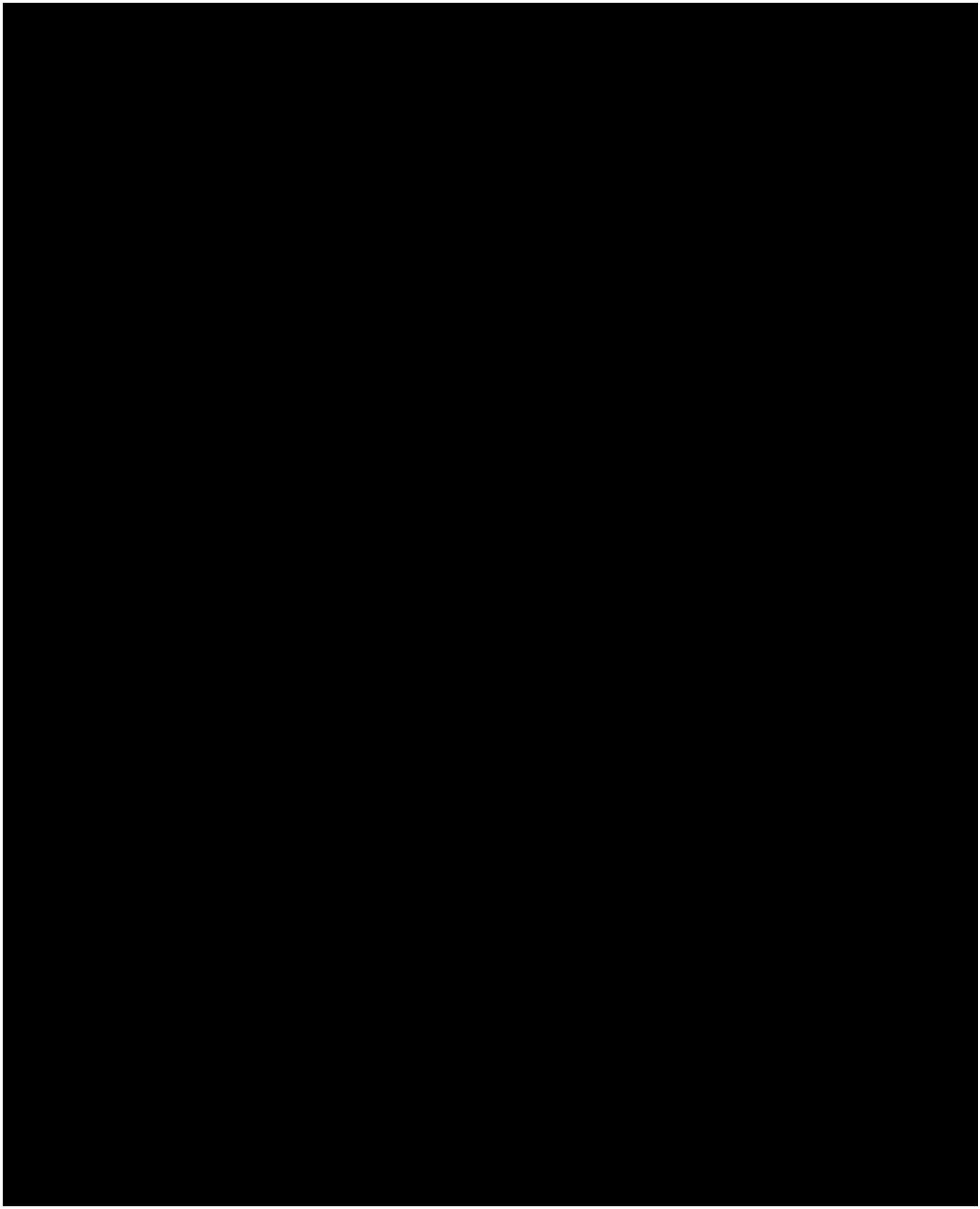










Community Focused Approach to Service

AshBritt Toppino is a **dedicated community supporter** of numerous organizations in Key West and Monroe County. Below is an overview of some of the local charities and organizations we have supported within the last 3 years in the region.

- Habitat for Humanity of the Lower Keys & Key West
- Laptop giveaways with Horace O' Bryant Elementary School
- Cheryl Cates Memorial Foundation
- Holiday Drive - Key West Fire Department
- Key West Military Affairs Committee
- Michelle's Foundation
- K-9 Relief Fund of Key West
- Domestic Abuse Shelter of the Florida Keys
- Laptop giveaways with the Good Health Clinic
- Holiday Support for the Florida Keys History & Discovery Center
- Key West Boy Scouts Fund
- First Responder Week Storytime
- Lauren's Kids Walk in My Shoes – Key West Kickoff
- Sponsorship of Fantasy Fest Children's Day

Keys to the Keys: AshBritt had the honor of sponsoring the Keys to the Keys – A Tropical Gala benefiting Habitat for Humanity of Key West and the Lower Florida Keys. The event was hosted by the Harry S. Truman Little White House and featured dinner, drinks, dancing, games, and exciting auctions.

Proceeds from the event, the organization's major fundraiser of the year, will go towards supporting their programs that build affordable housing for essential workers to purchase and make critical home repairs for local seniors.

Stronger Than the Storm – Key West Book Reading: In May 2024, ahead of hurricane season, AshBritt CEO, Brittany Perkins Castillo, visited Key West to read her book, **Henry and the Hurricane**, to students at Poinciana Elementary School and Horace O'Bryant School. The readings were designed to foster hurricane preparedness awareness among young community members in a fun and engaging way. The event was attended by representatives from the Key West Police Department — including Police Chief Sean Brandenburg — and members of the Key West Fire Department, reflecting strong support from local public safety leadership. In addition to the readings, AshBritt donated activity books and stickers to the students.

Student Scholarships: Charley Toppino & Sons, Inc sponsors an annual scholarship for a graduating local high school student each year since 1993. More information can be found at https://www.keywestchamber.org/scholarships.html and on the following page. Additionally, Charley Toppino & Sons, Inc sponsors multiple youth sports teams and youth organizations in the Key West community.

Scholarship Information

2025 Scholarship Recipient

Honor Roll 100 - Charley P. & Orsolina Toppino Memorial Scholarship
Nina Manresa - Key West High School

2024 Scholarship Recipient

Derek Criado - Key West High School

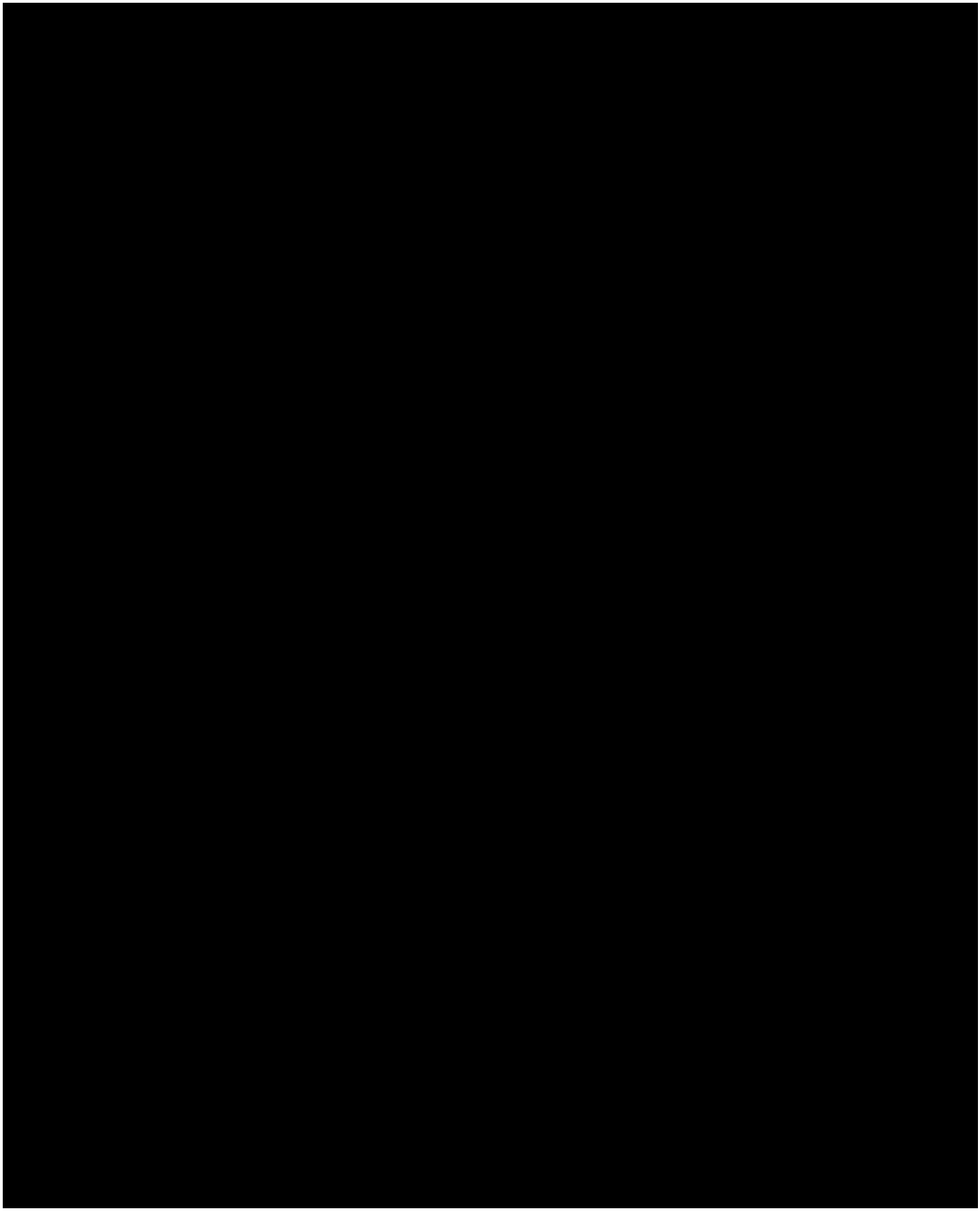
2023 - Eva Jackel
2022 - Logan Kirchner
2021 - Yanessa Camejo
2020 - Divya Navani
2019 - Melody Morales
2018 - Channing Gaufillet
2017 - Tessa Eggers
2016 - Gabriela Pozzi
2015 - Carols O'Farrill
2014 - Angela Grace Martin
2013 - Chanice DosSantos
2012 - Alcoa Remy
2011 - Erick Lowe and Sonal Soni
2010 - Haley Martin and Kevin Pribramsky
2009 - Tyler Wilhide
2008 - Monica Bertram
2007 - Victoria Phillips
2006 - Sara Rodriguez and Erika Stokes
2005 - DeKarris Barnett
2004 - Linda DaPievova
2003 - Laura Font
2002 - Elaney Vestal
2001 - Jessica Jones
2000 - Adam Reich
1999 - Jennifer Normand
1998 - Sean Morey
1997 - Allison Paige
1996 - Erin Backer
1995 - Guy Rachmuth
1994 - Courtney Hart
1993 - Erica Nicole Hughes

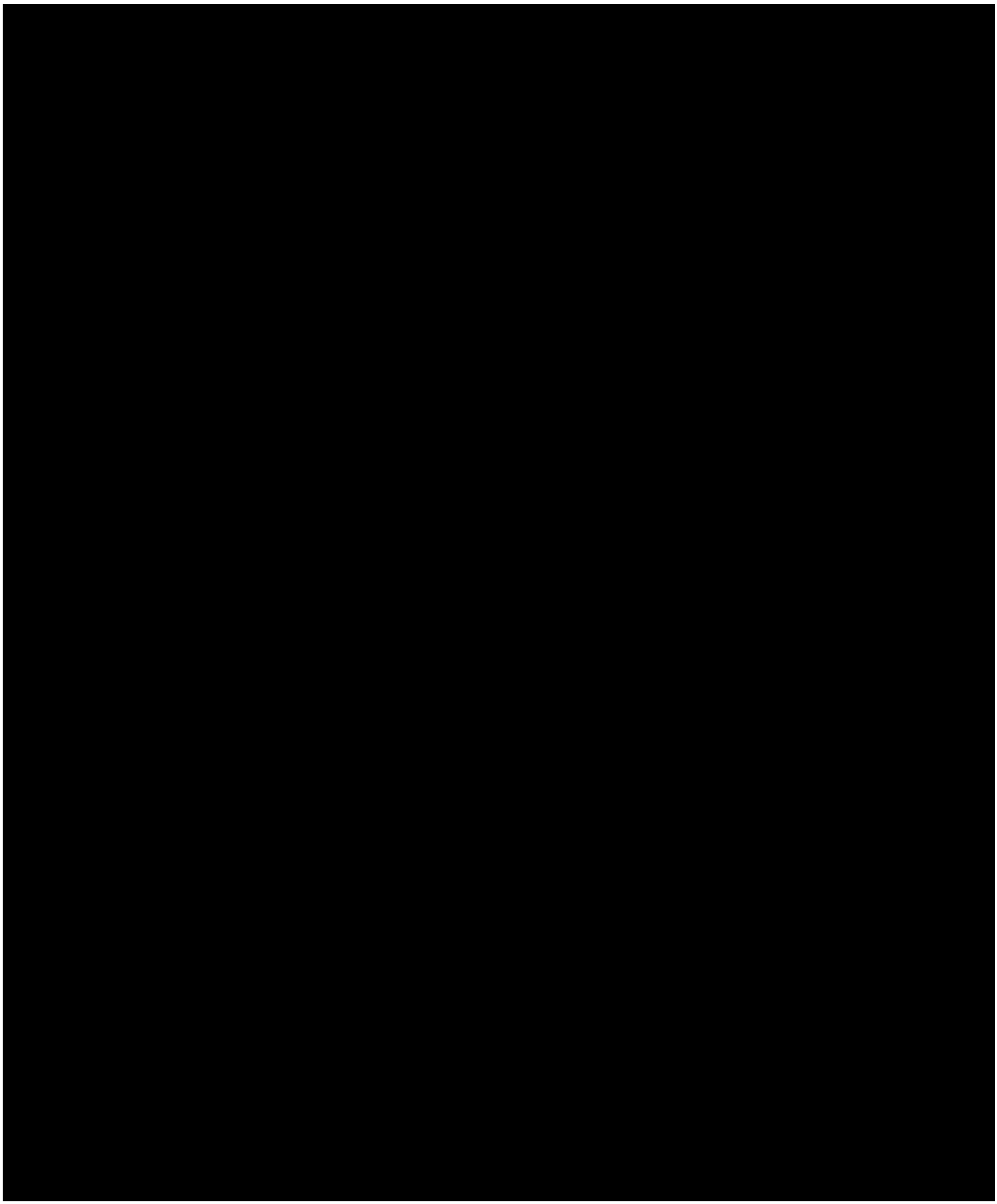
TAB
3

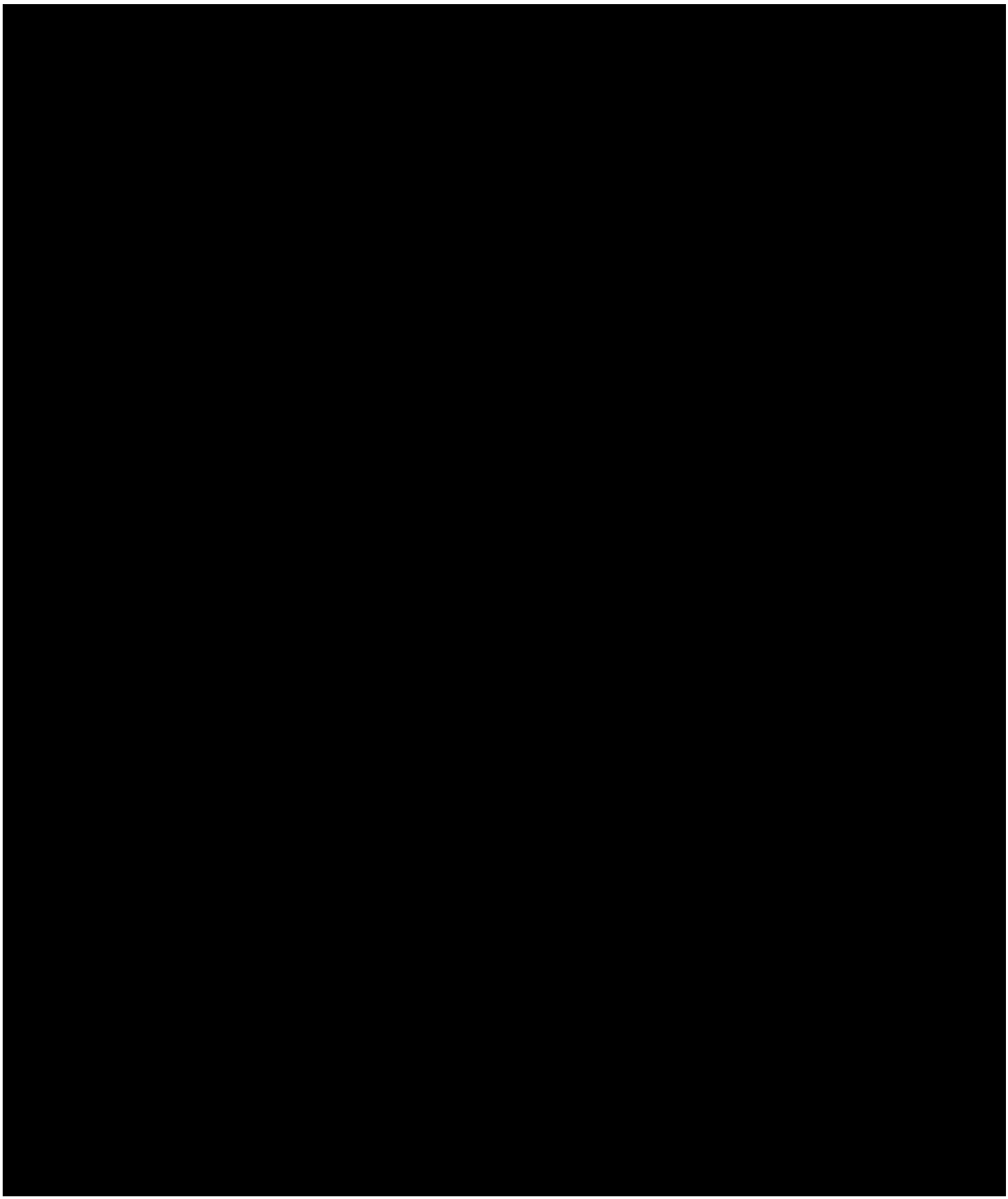
AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE

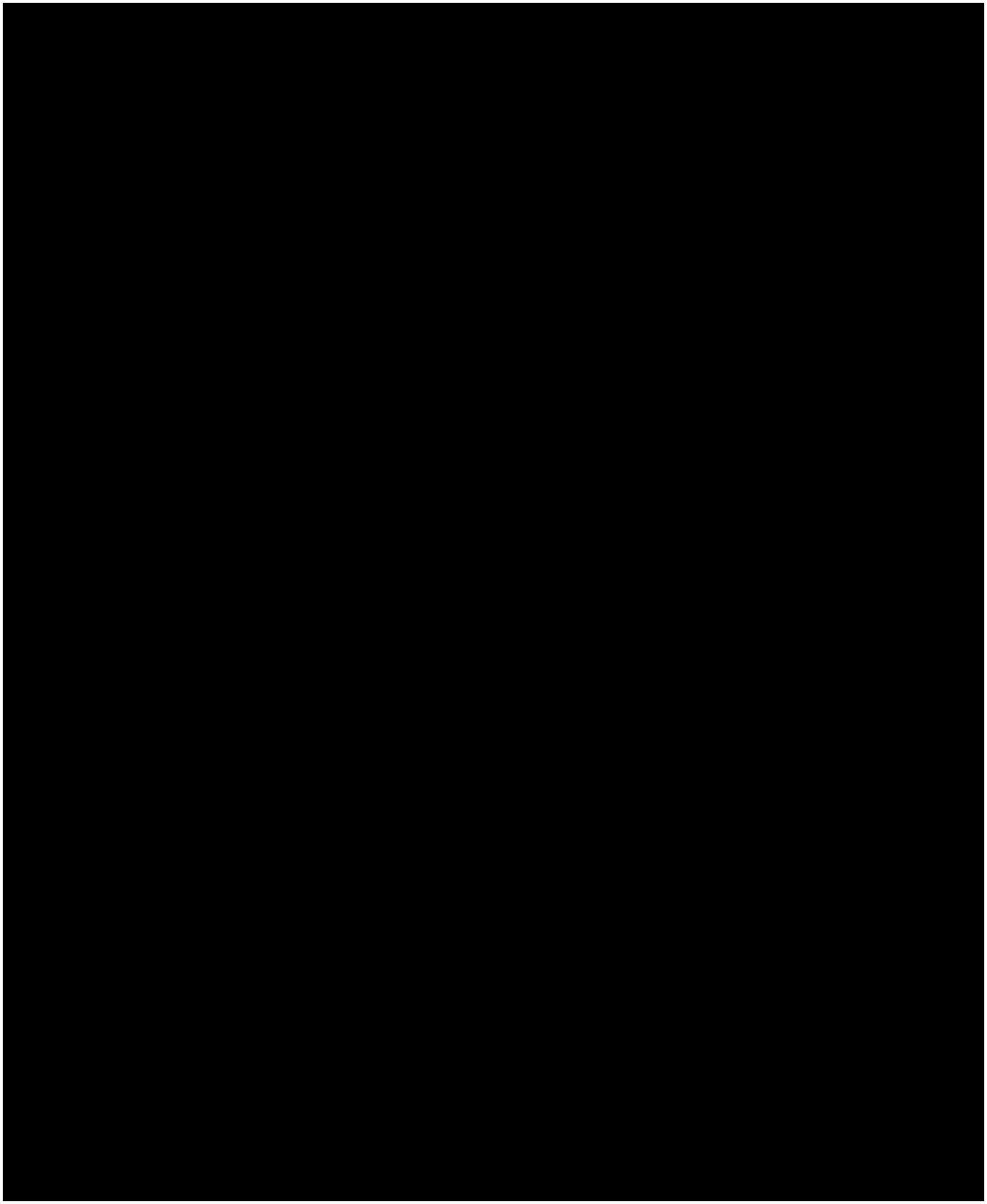
AshBritt

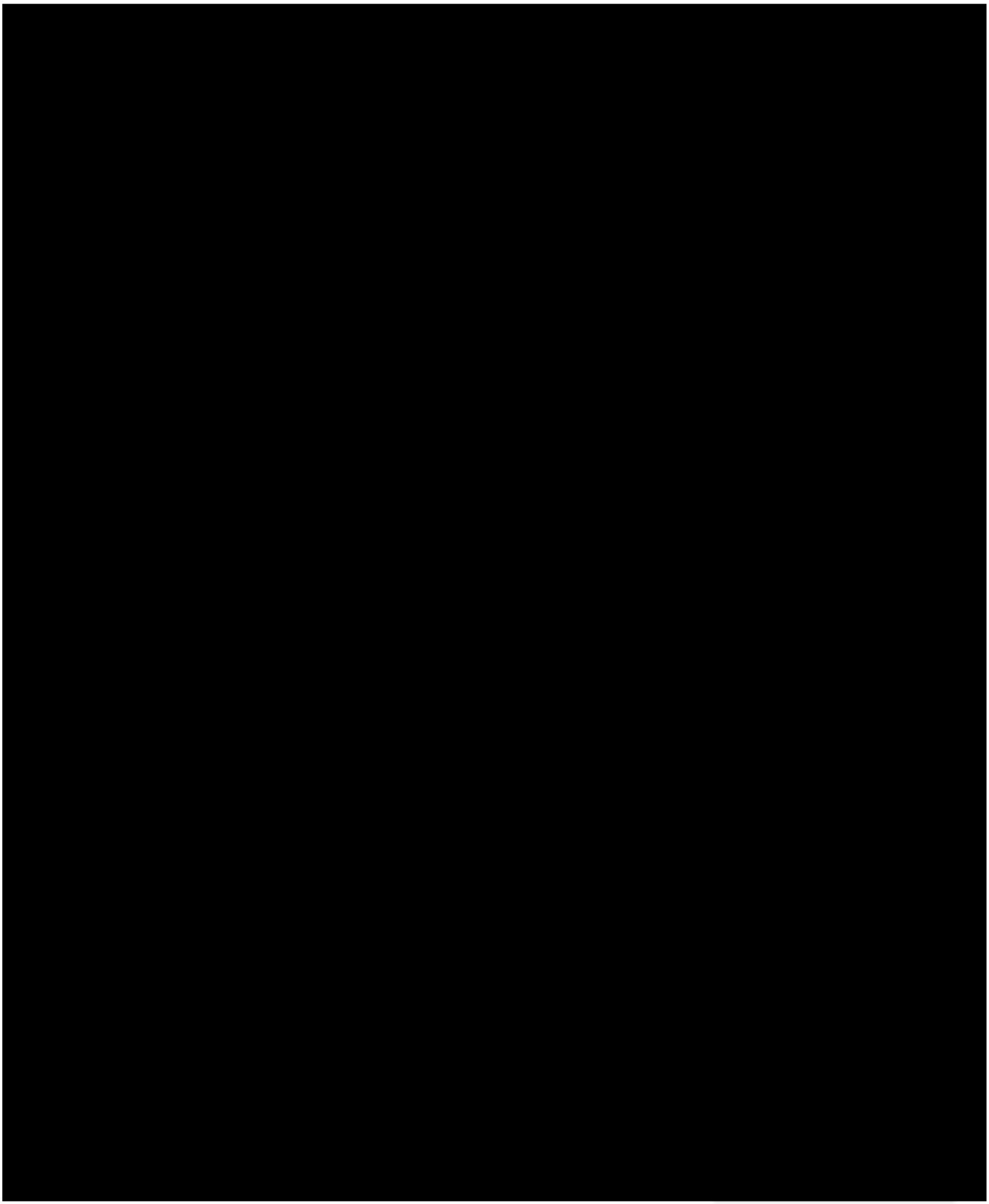
EVALUATION CRITERIA 2: GENERAL OPERATIONS PLAN

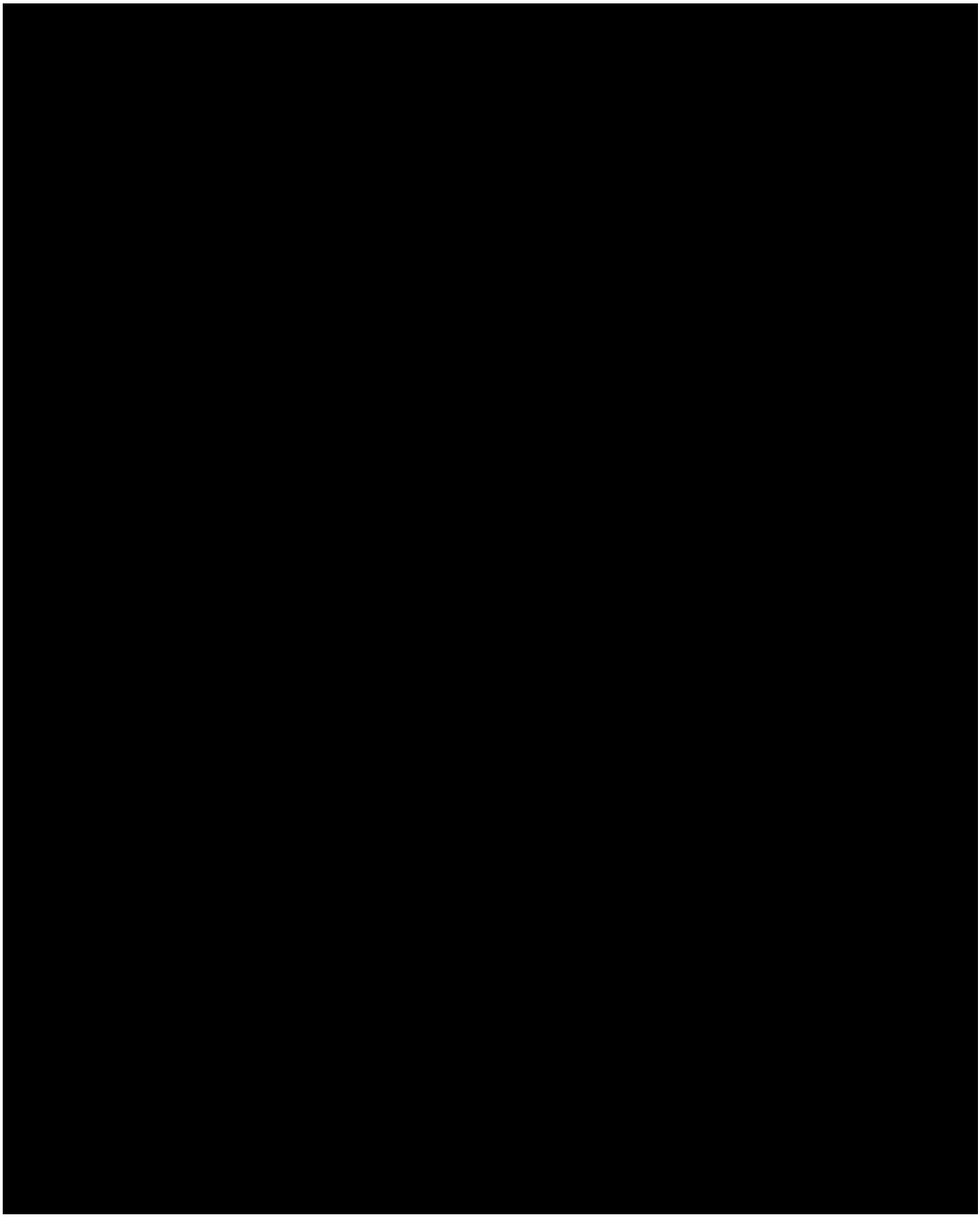


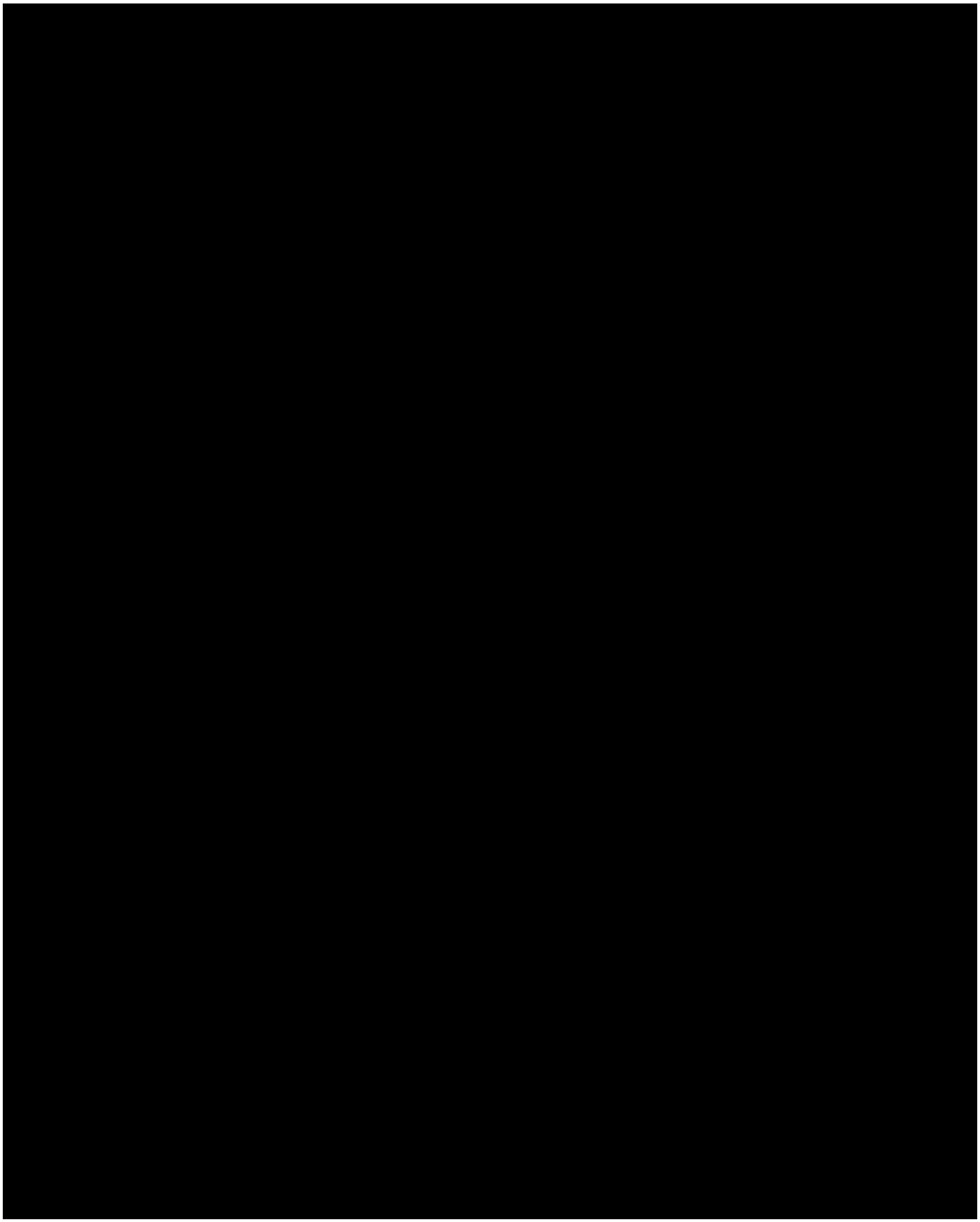


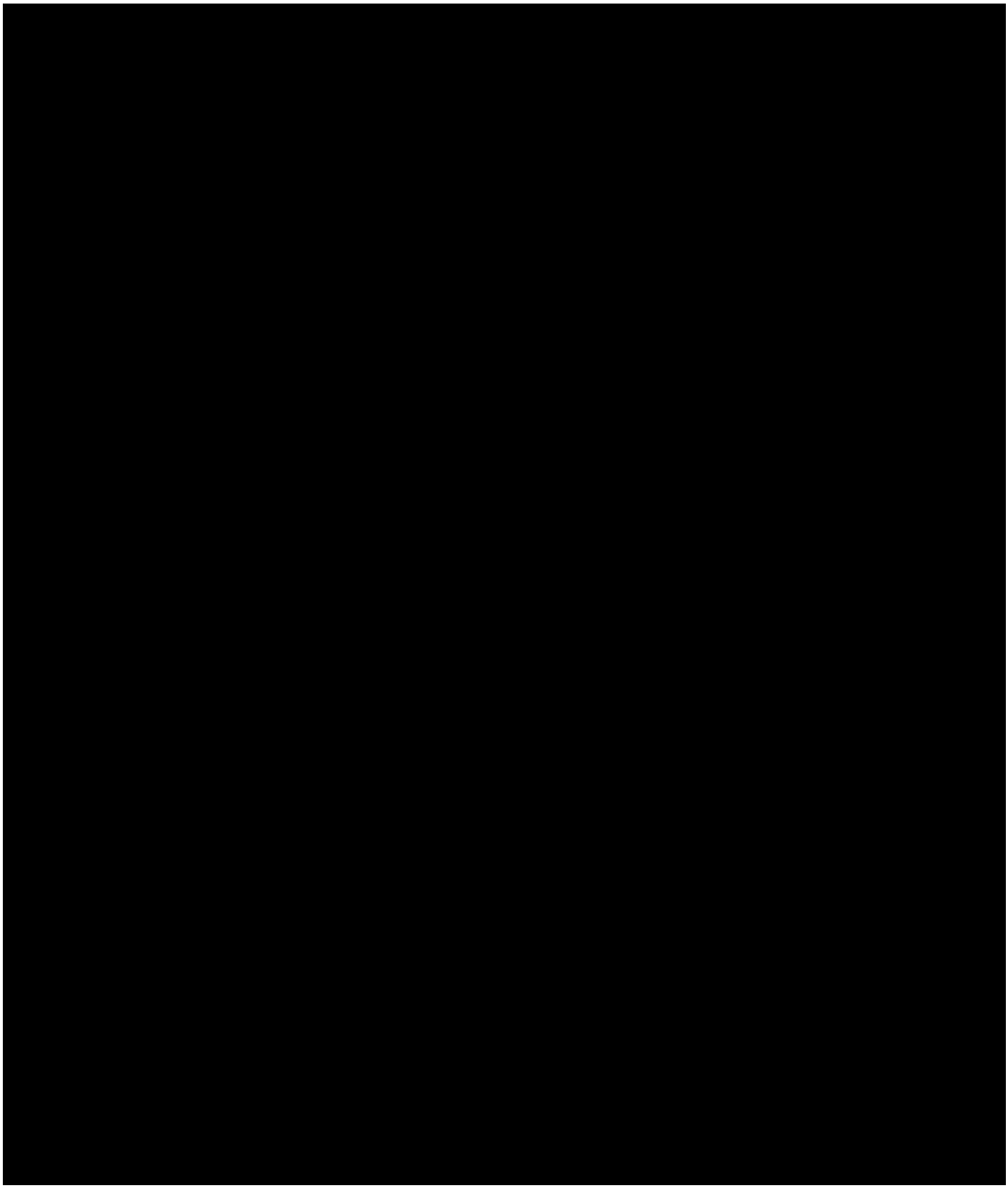


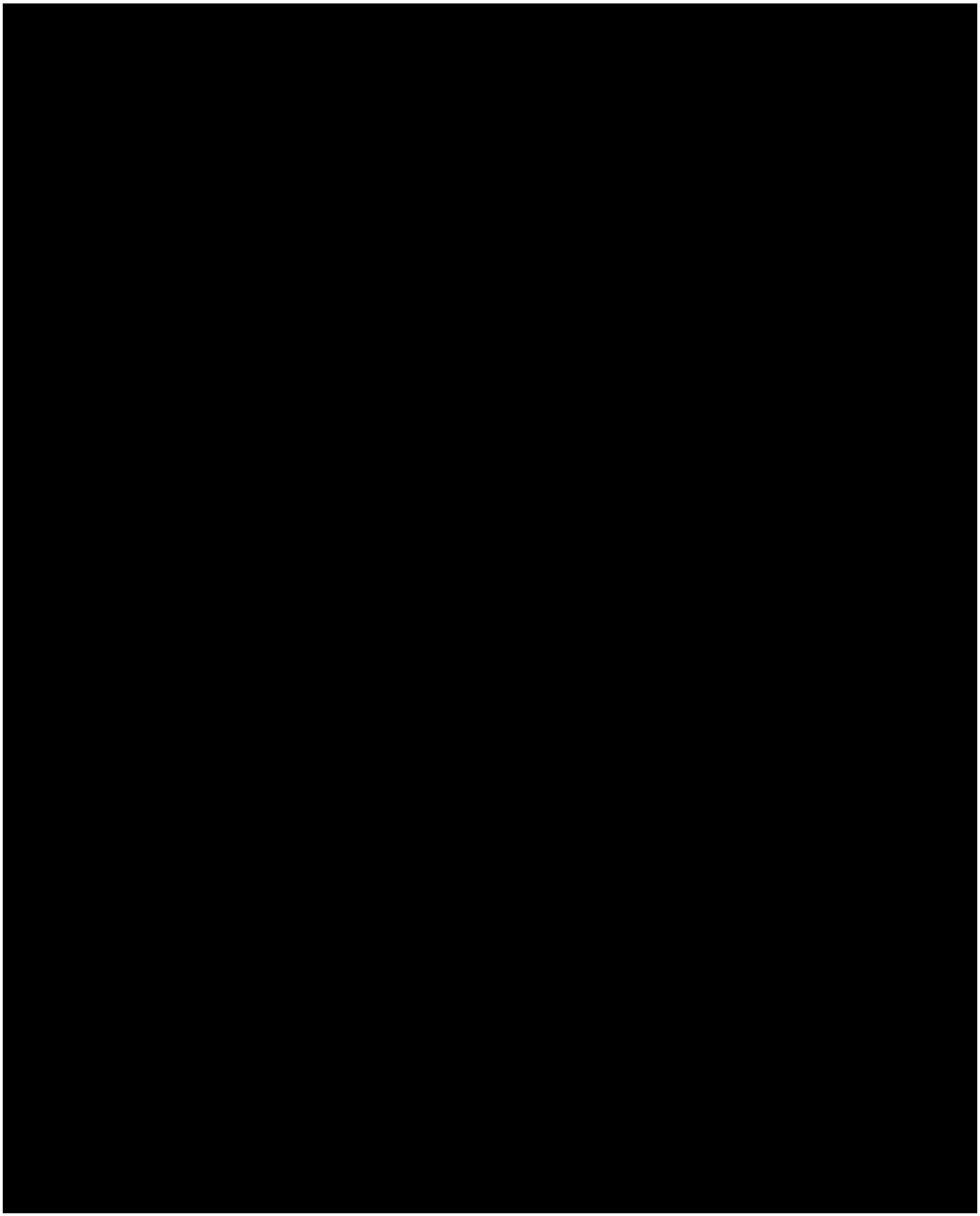


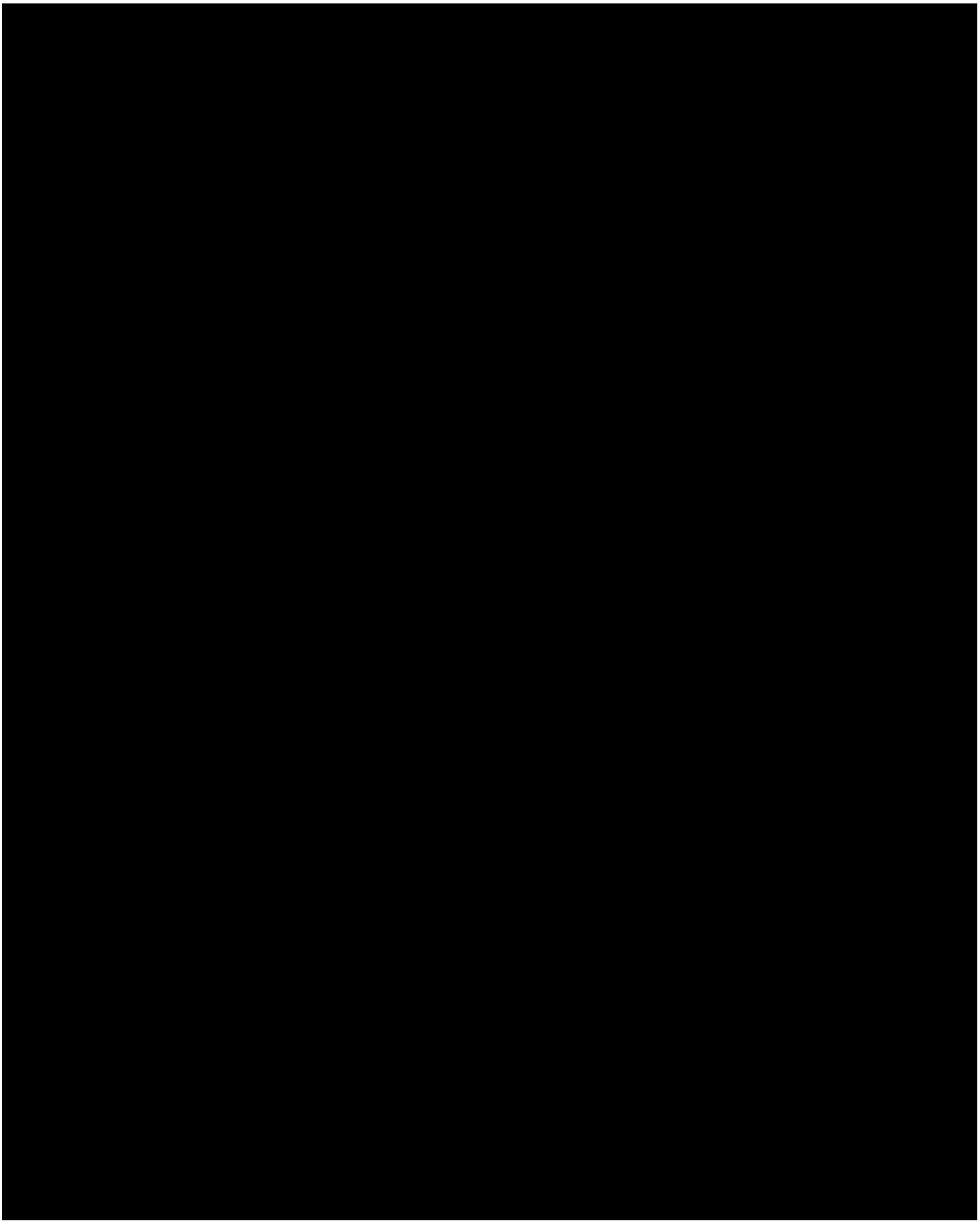


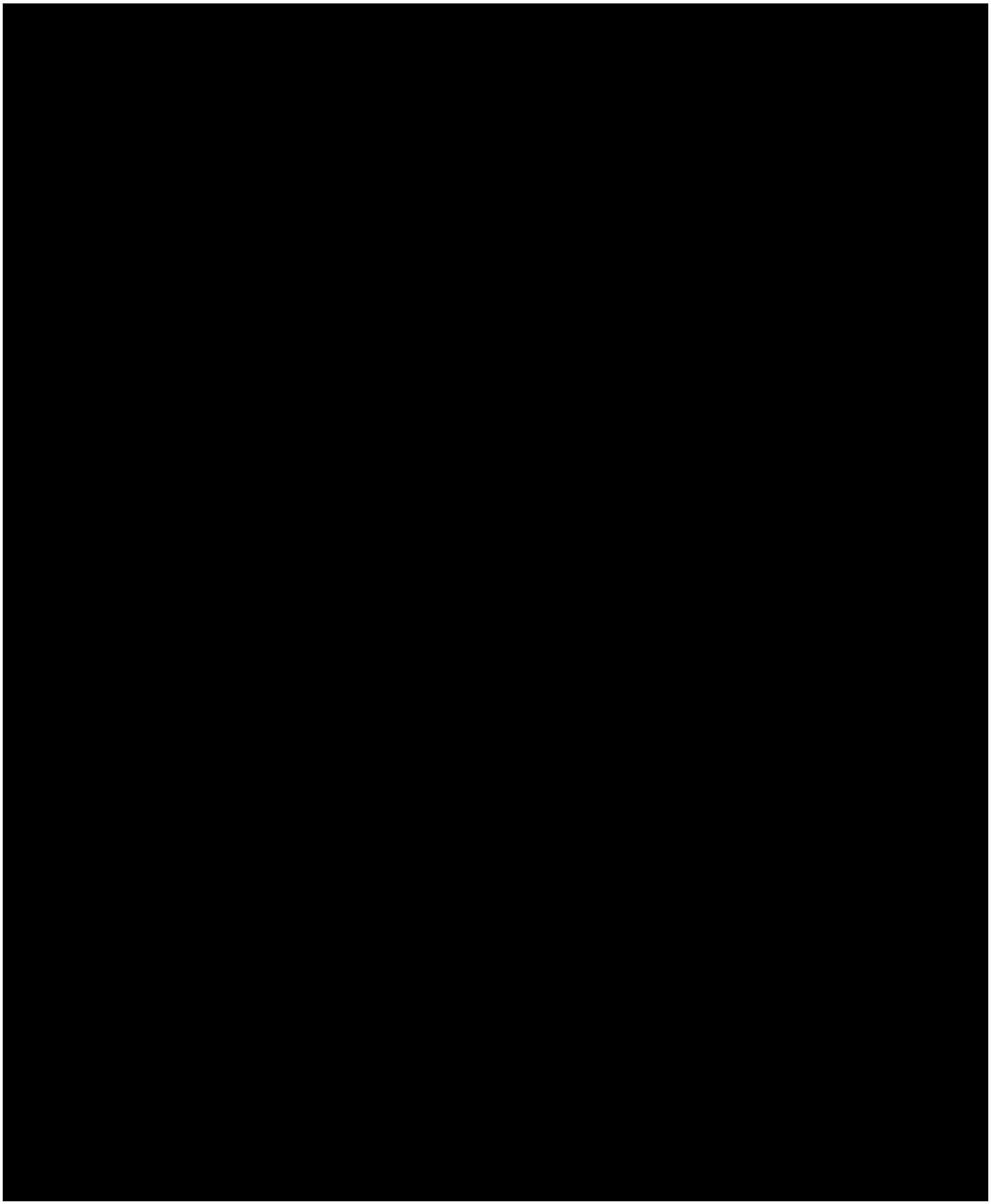


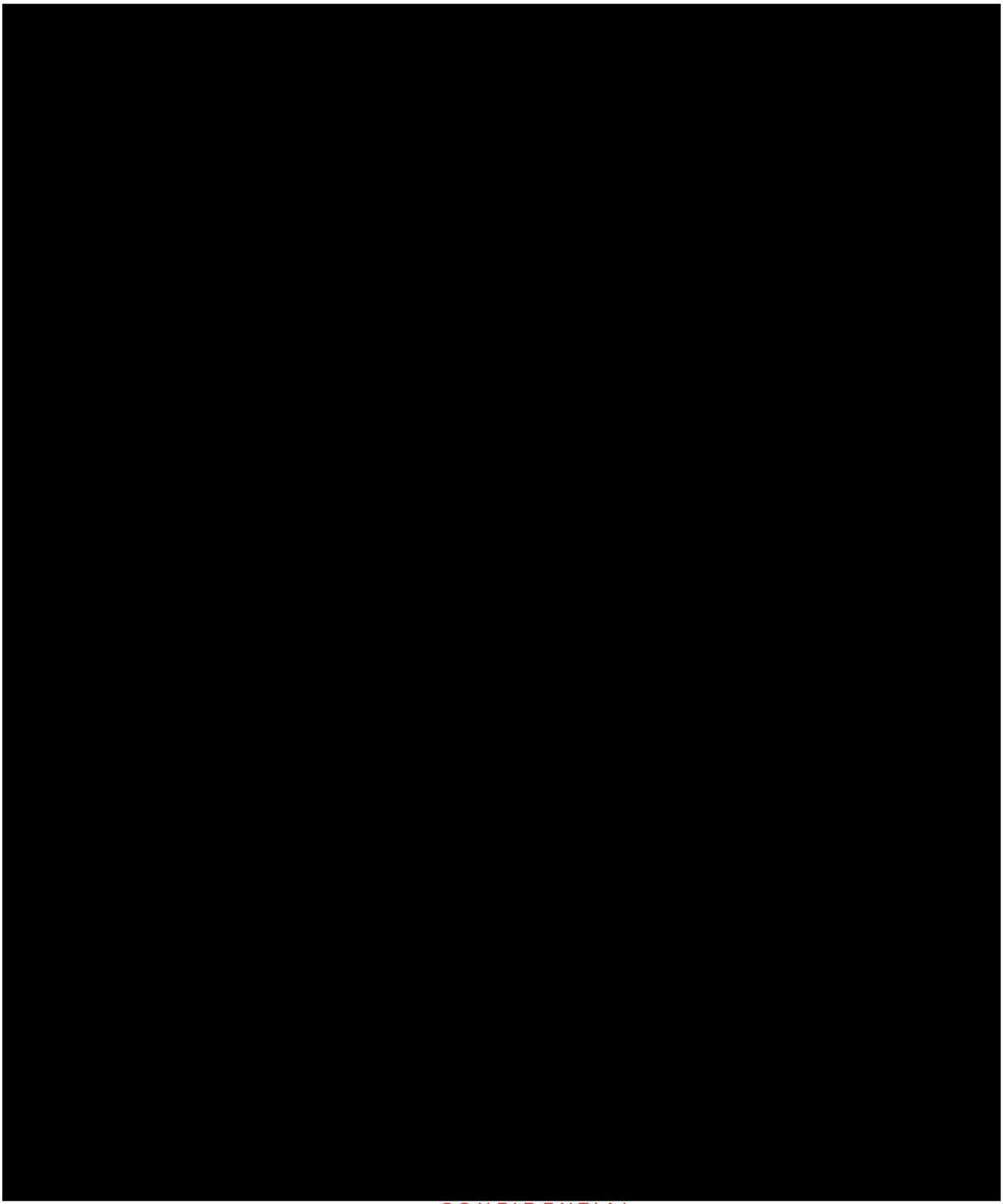


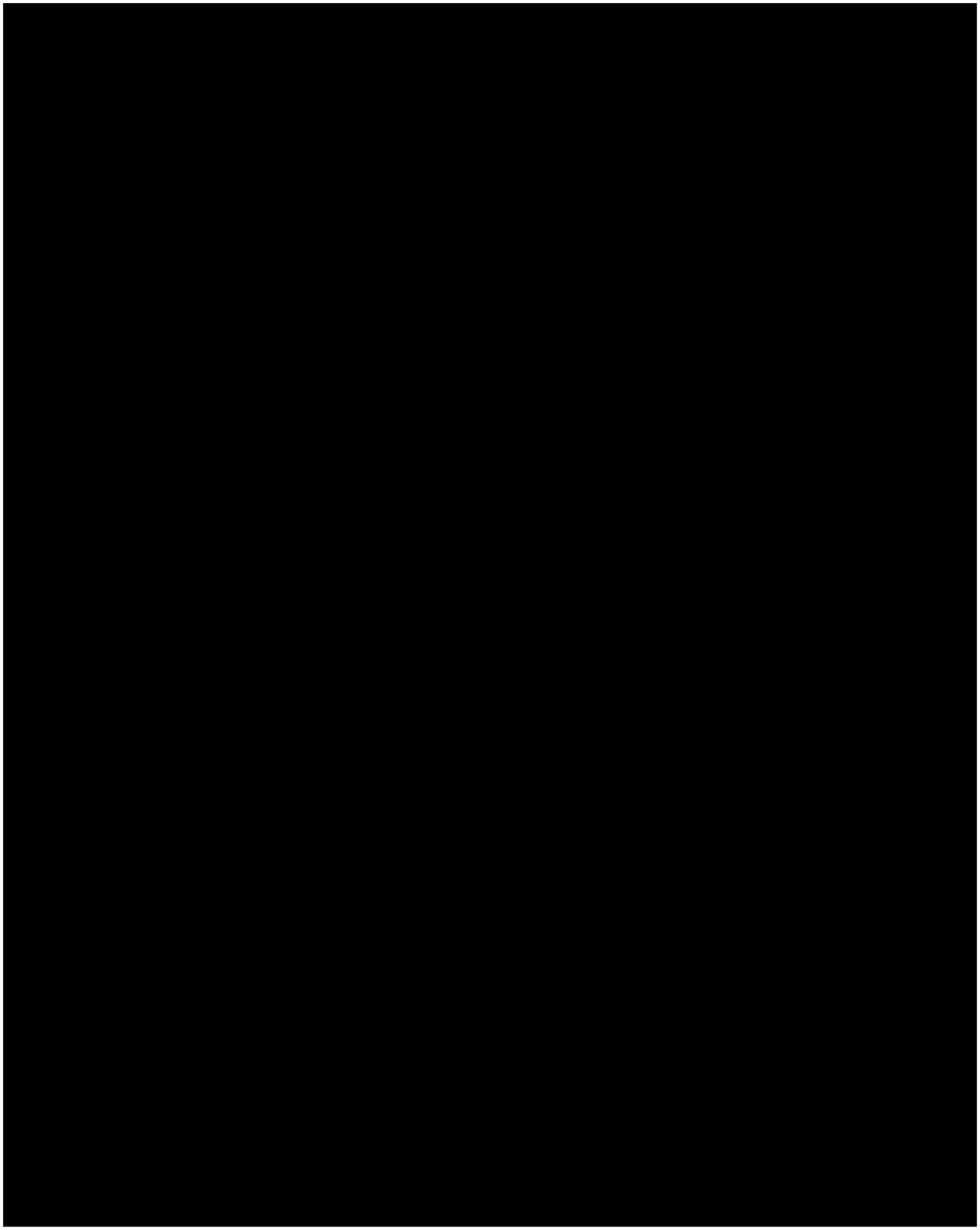


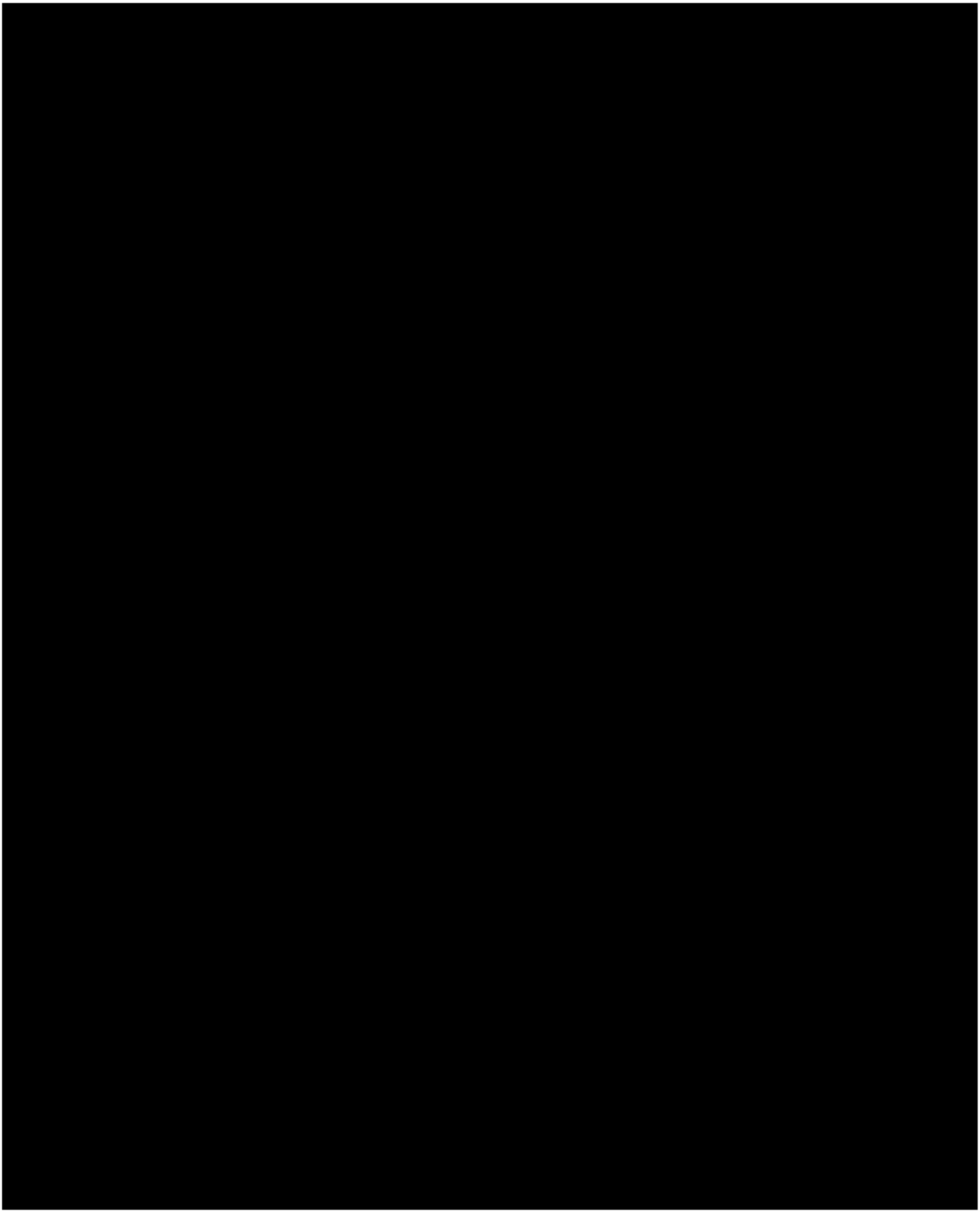


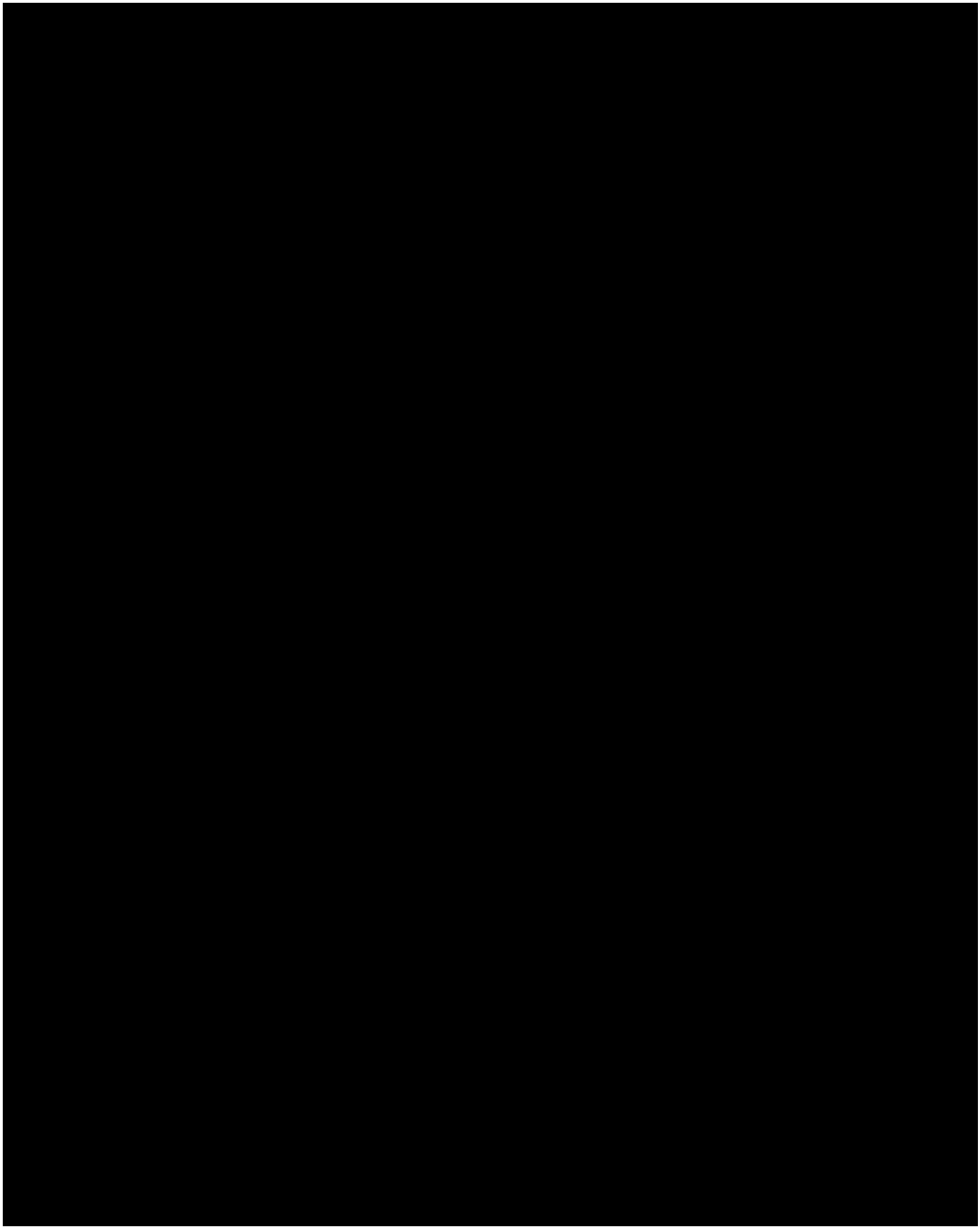


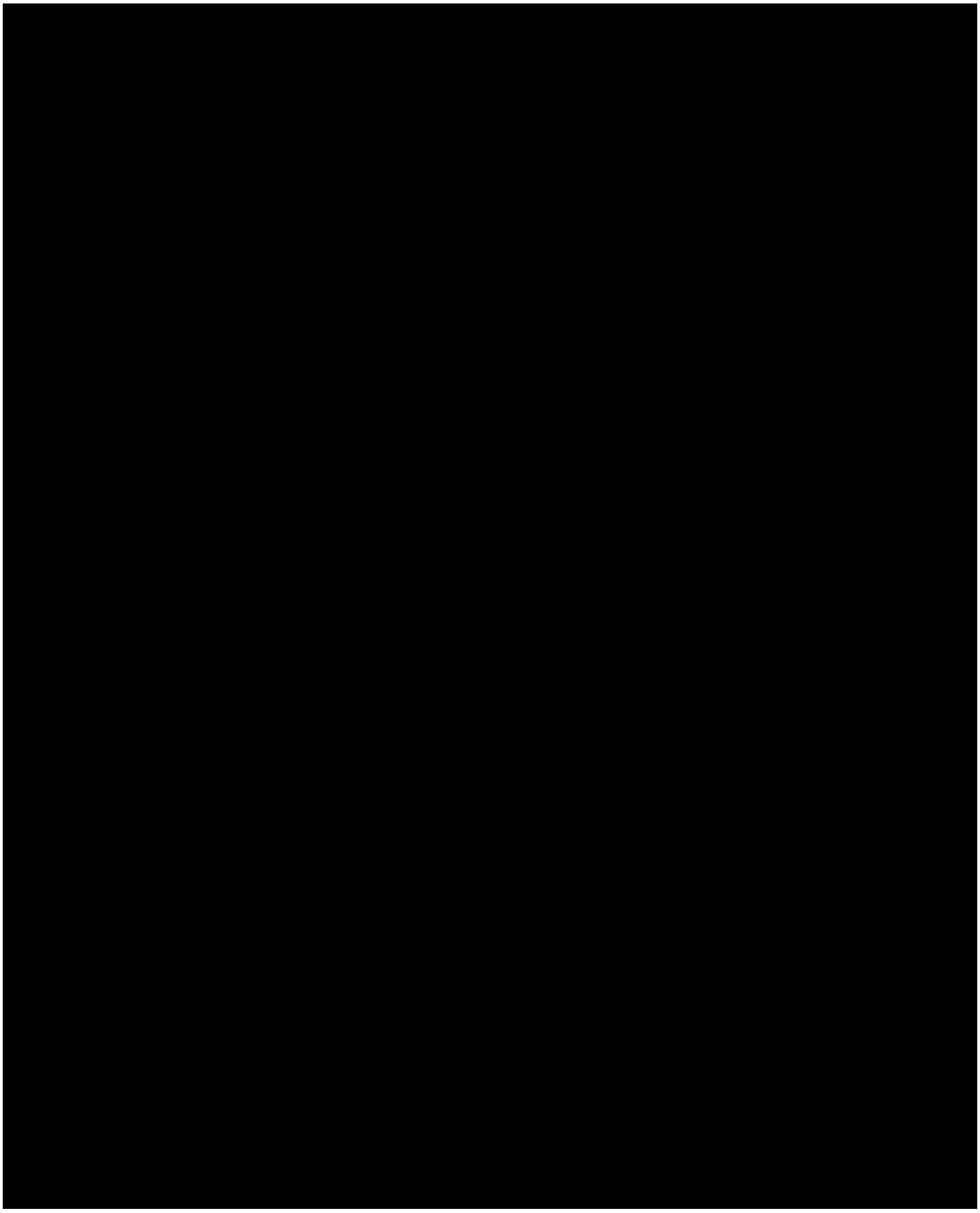


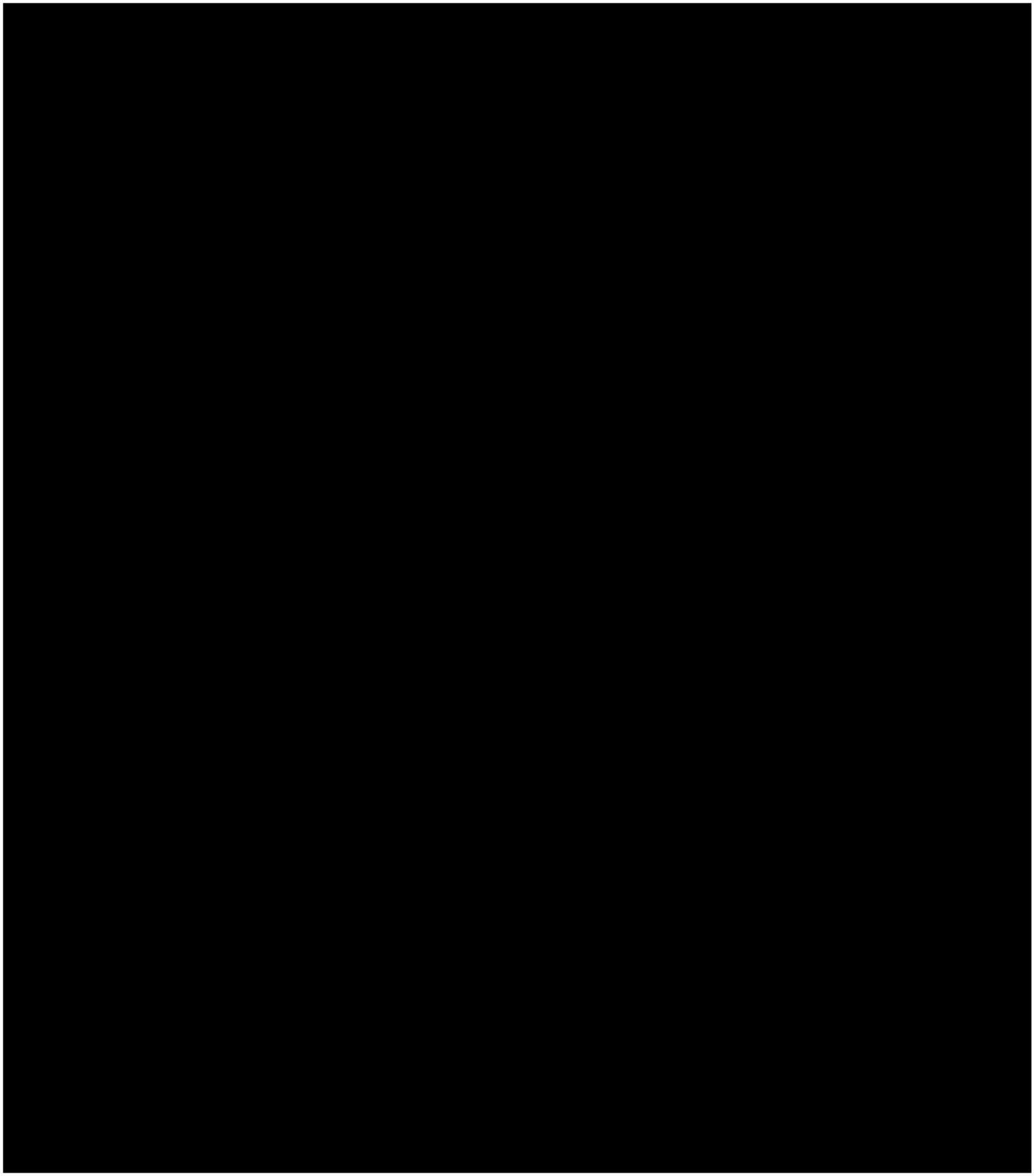


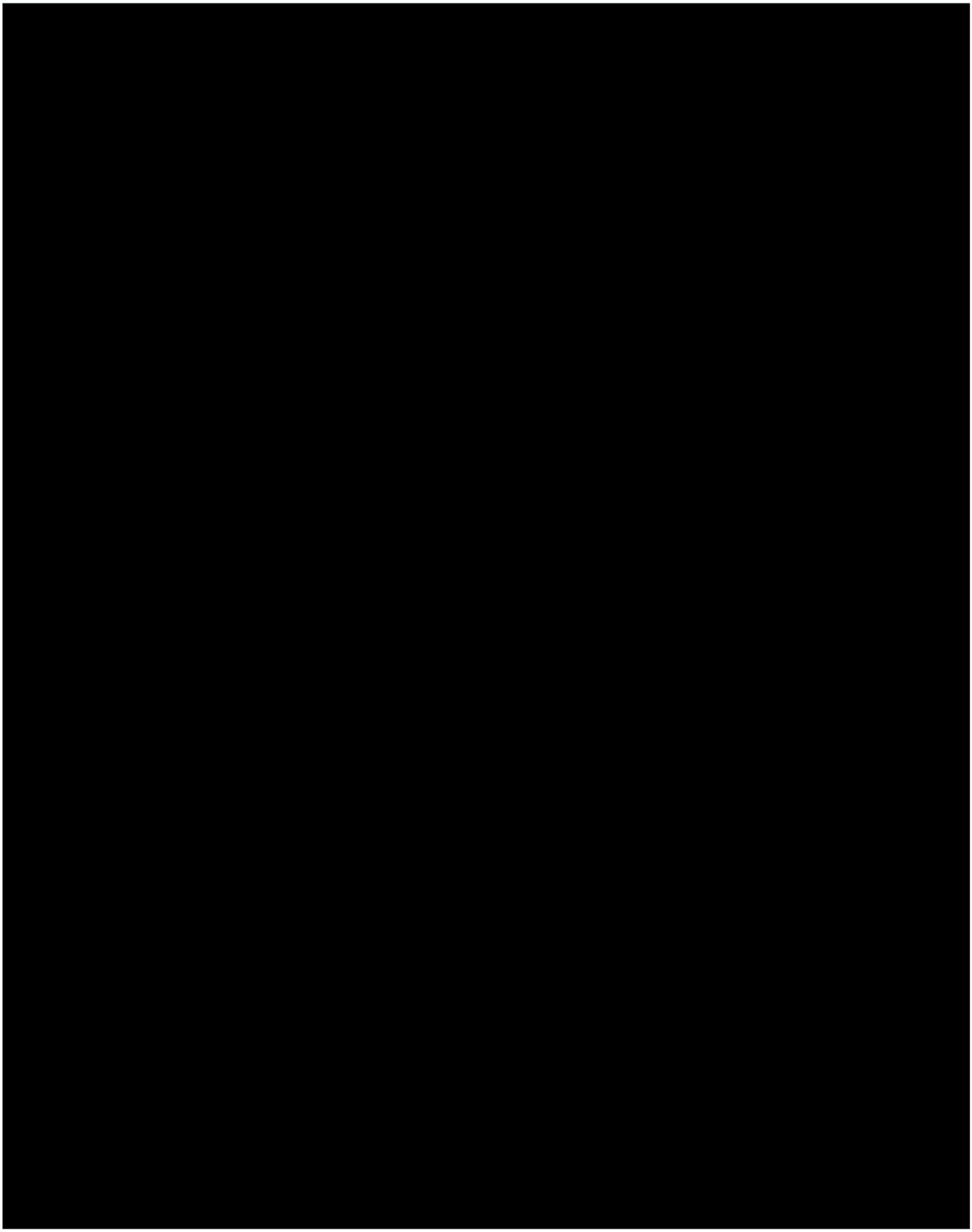


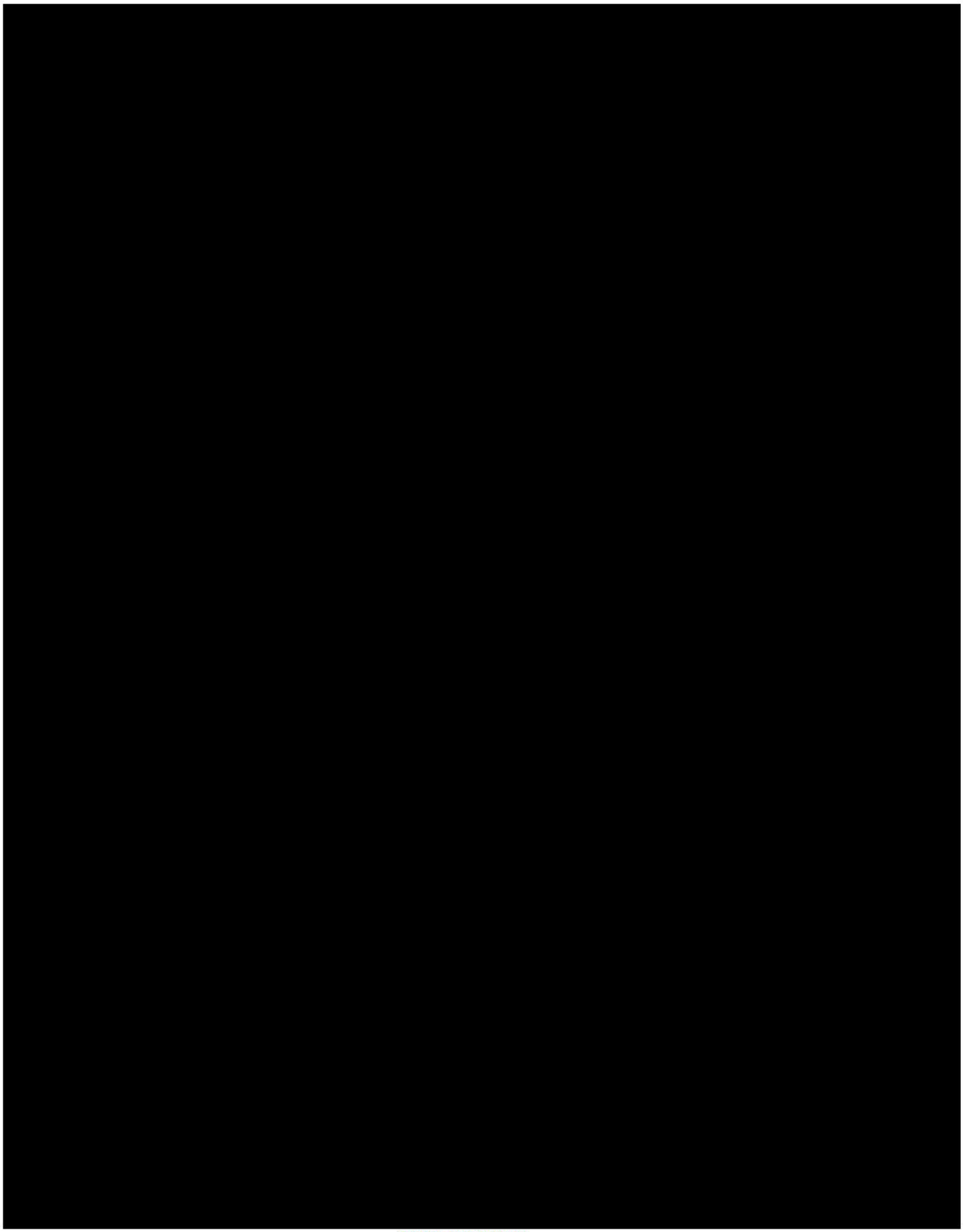


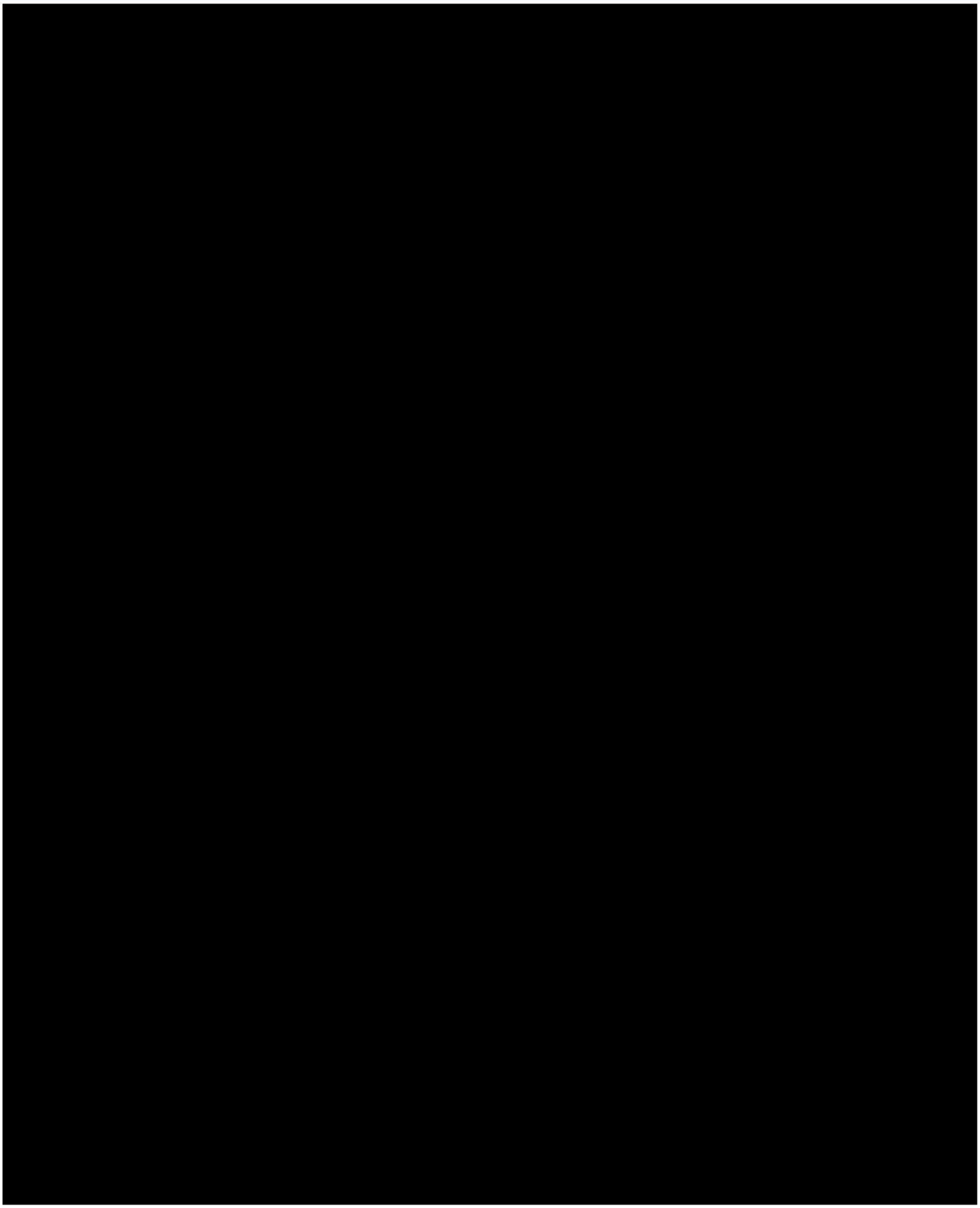


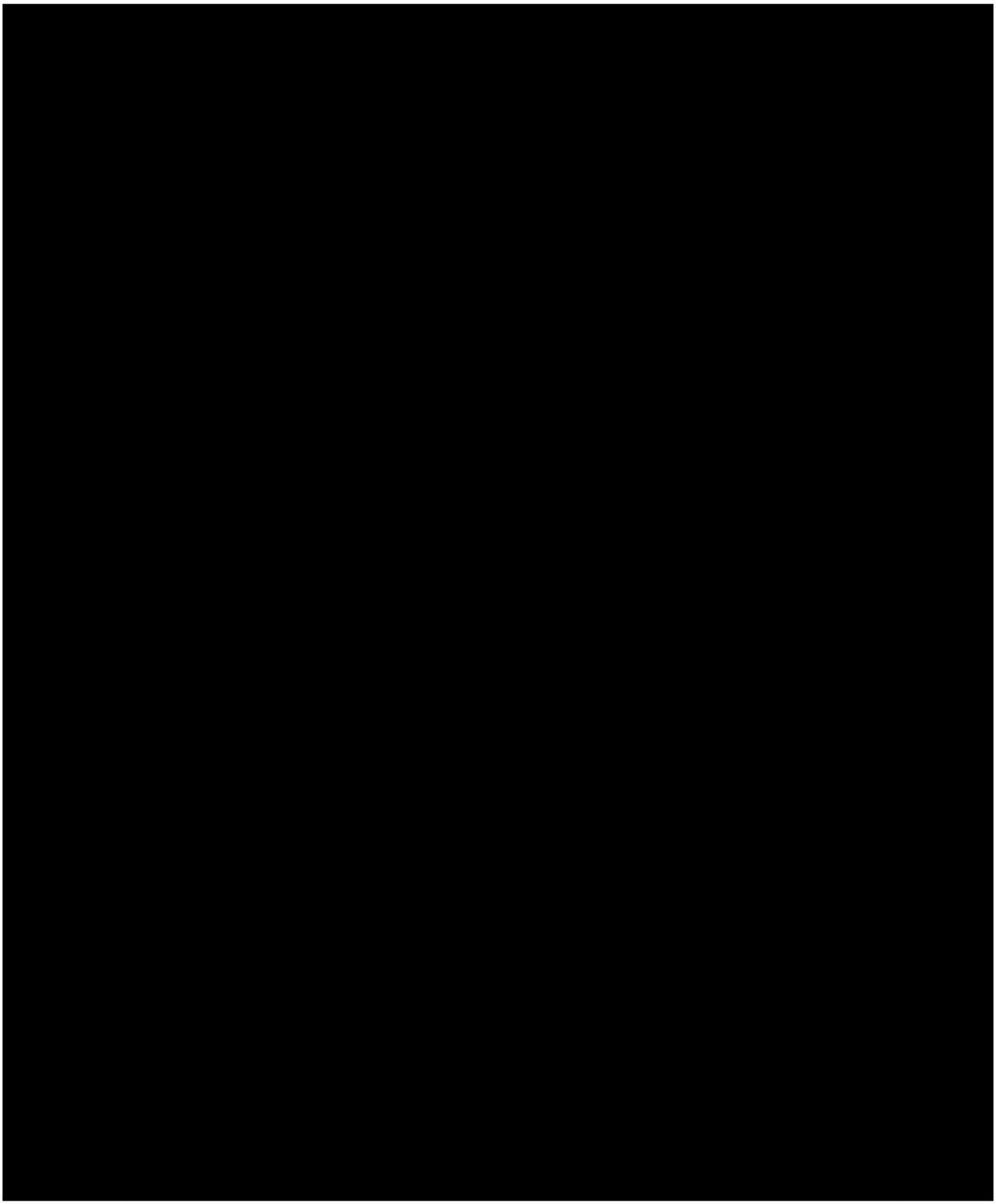


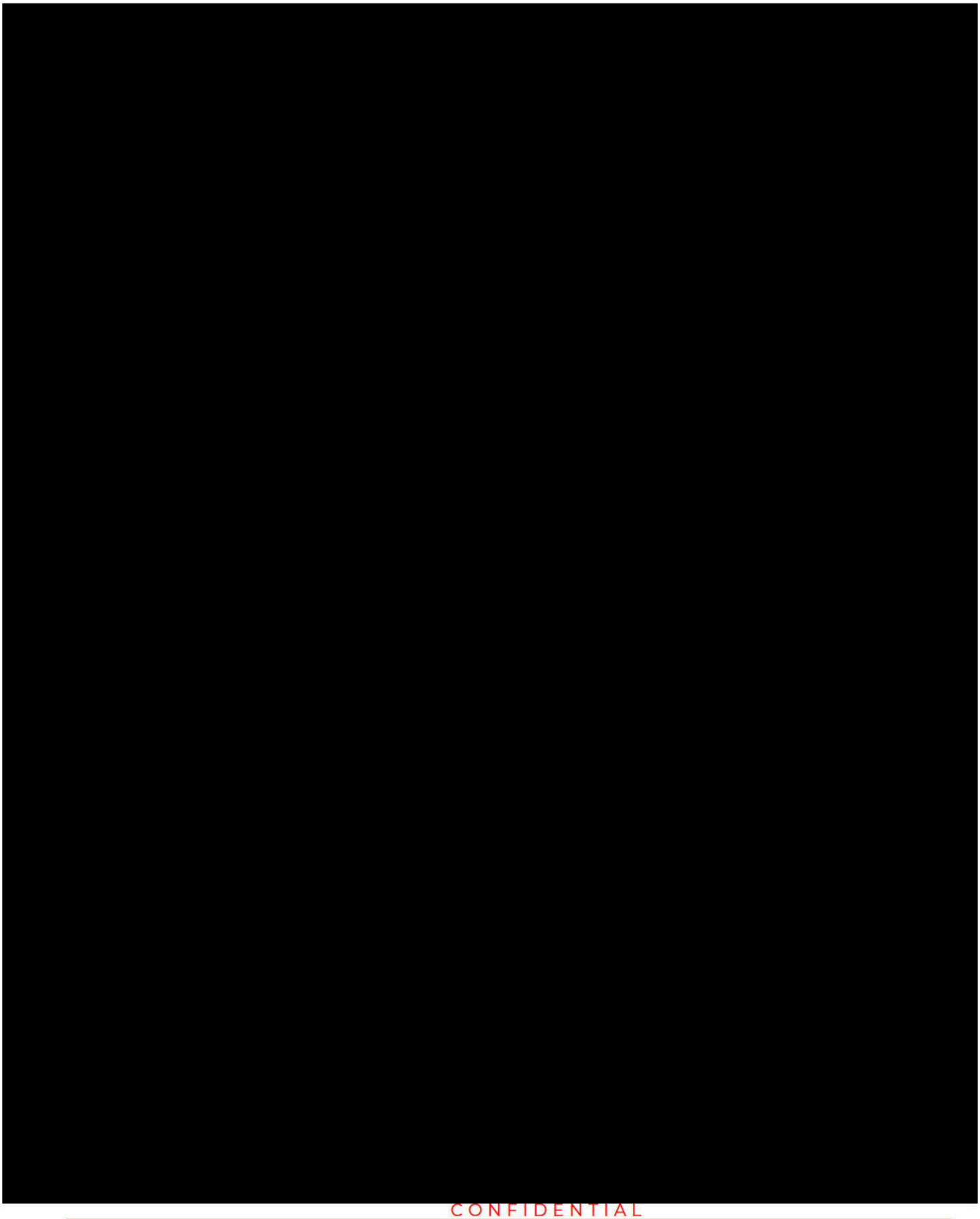


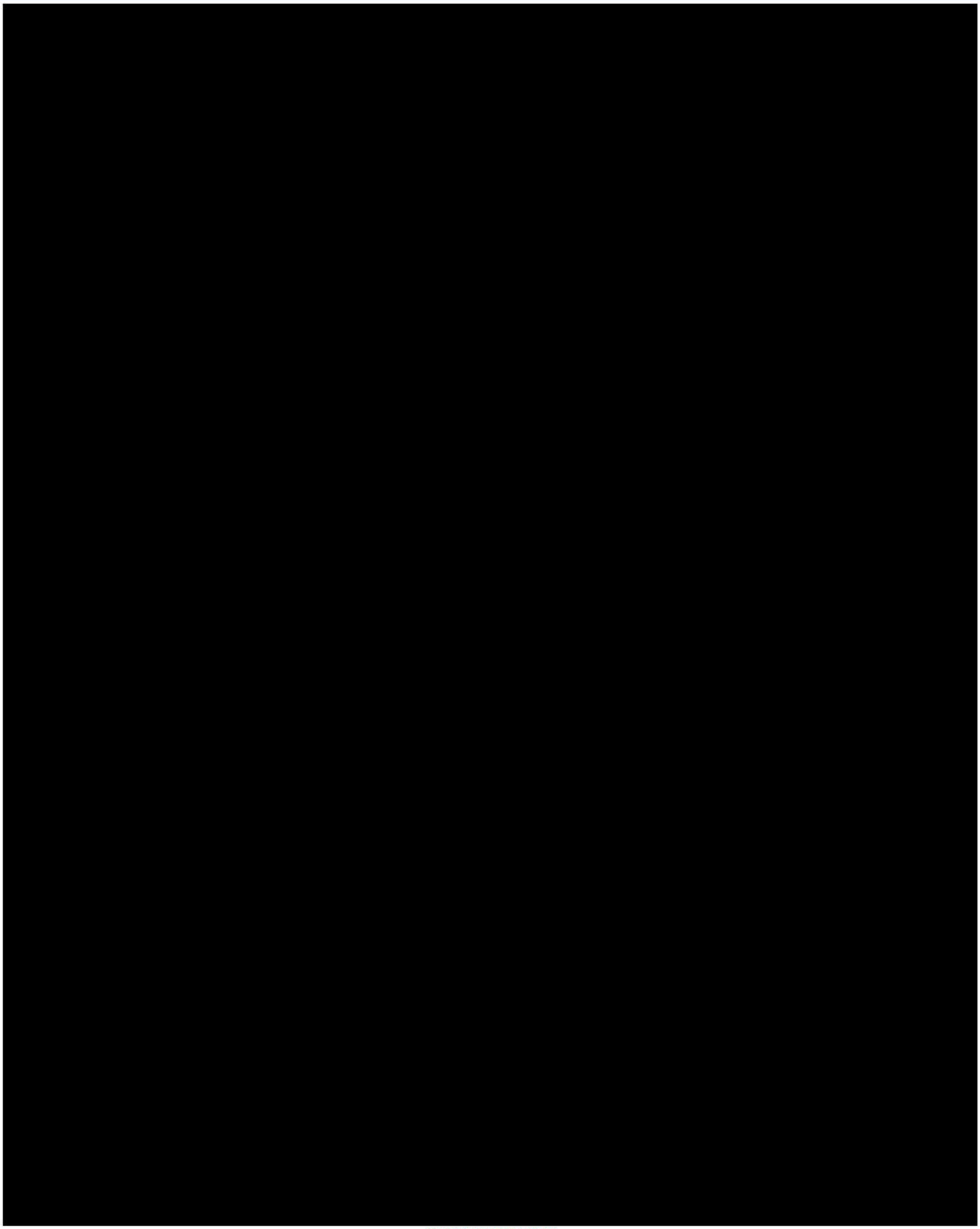


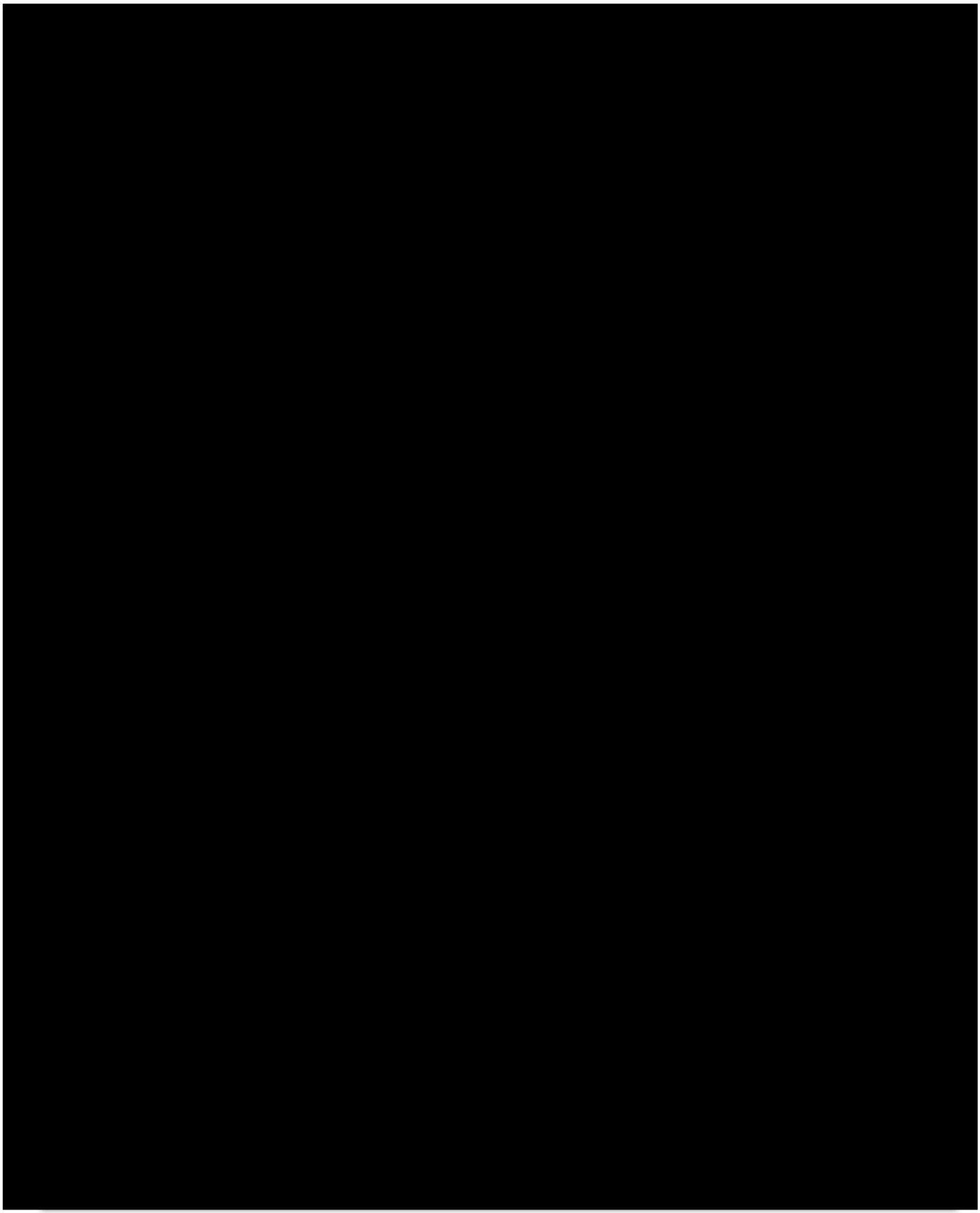


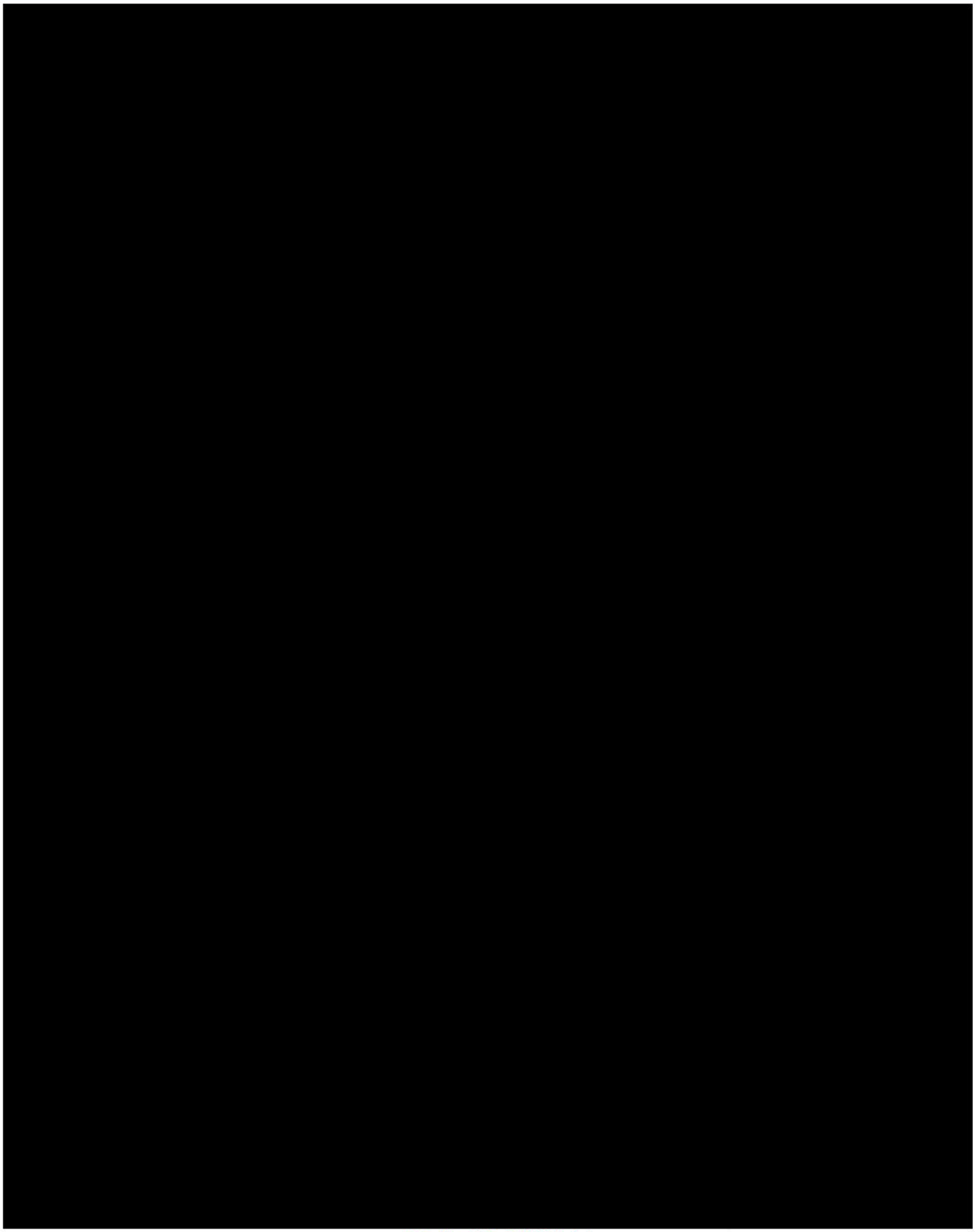


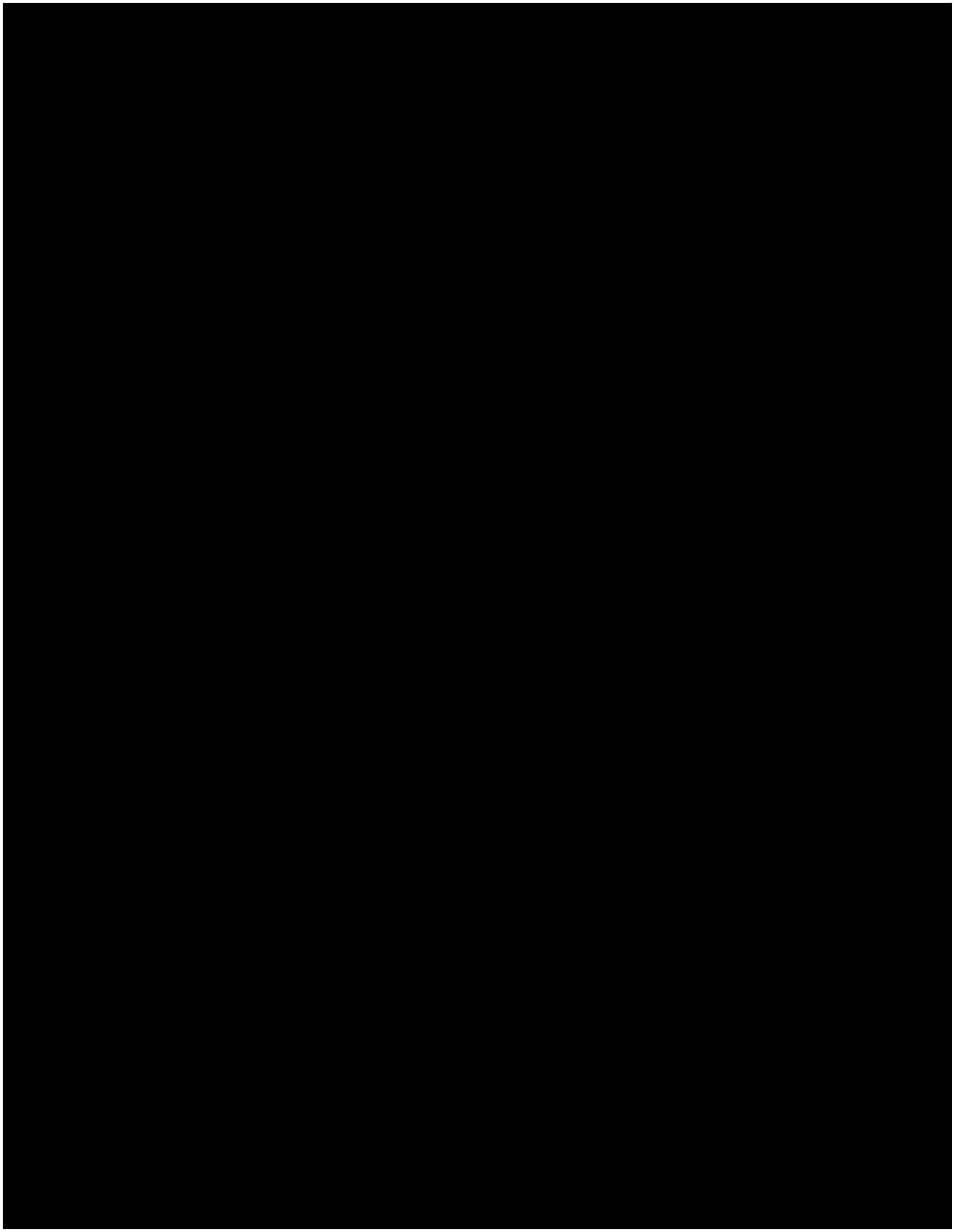


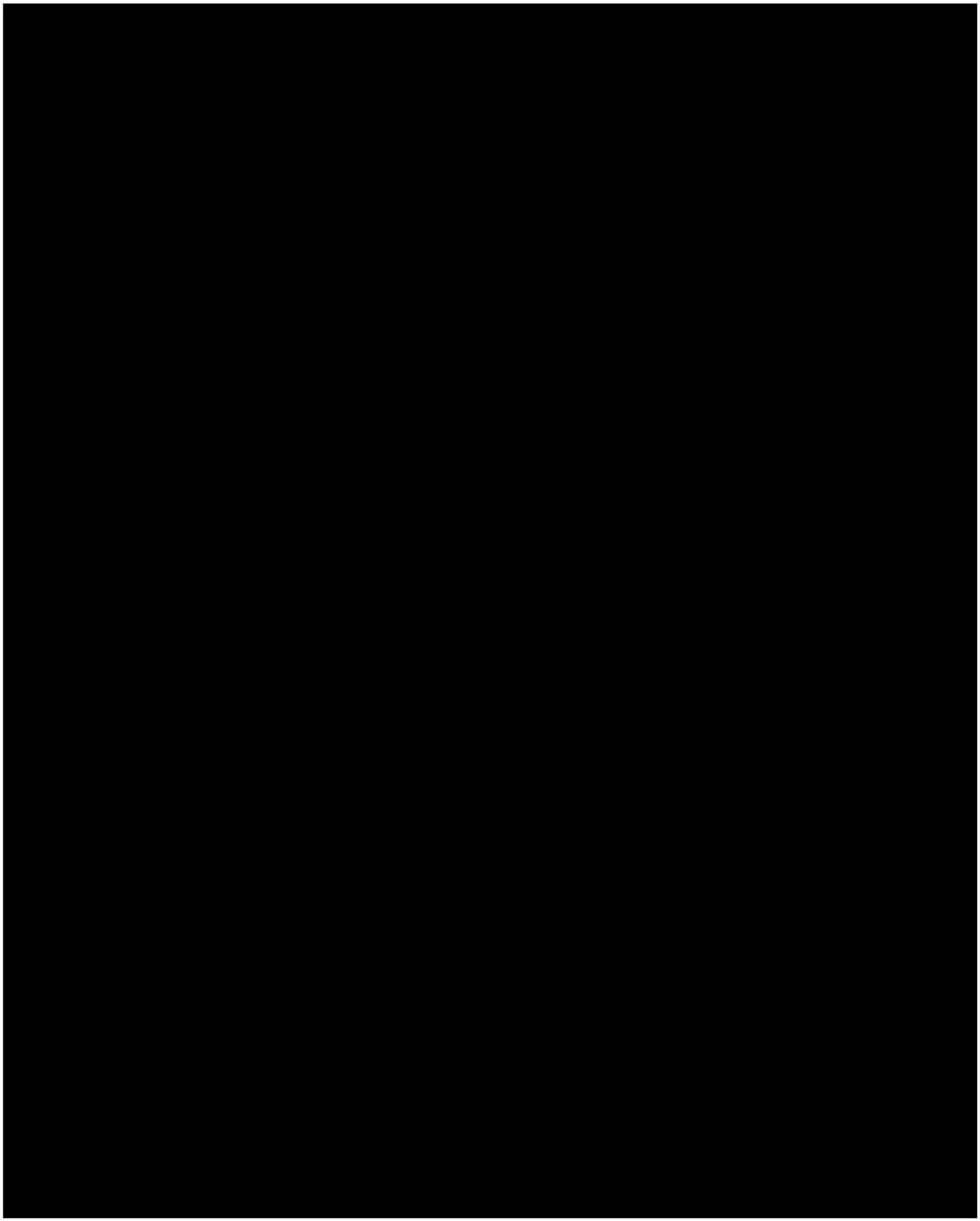


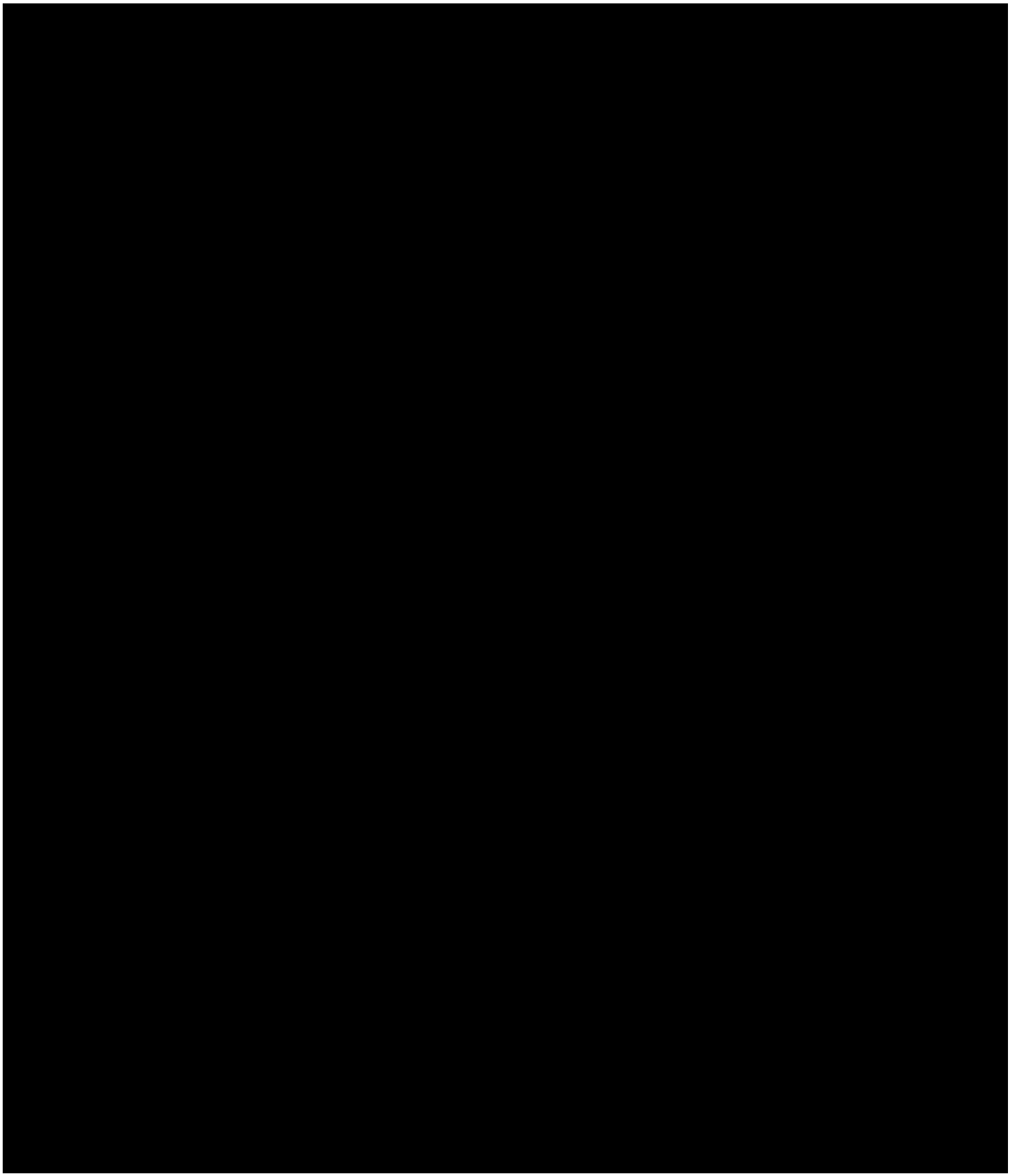


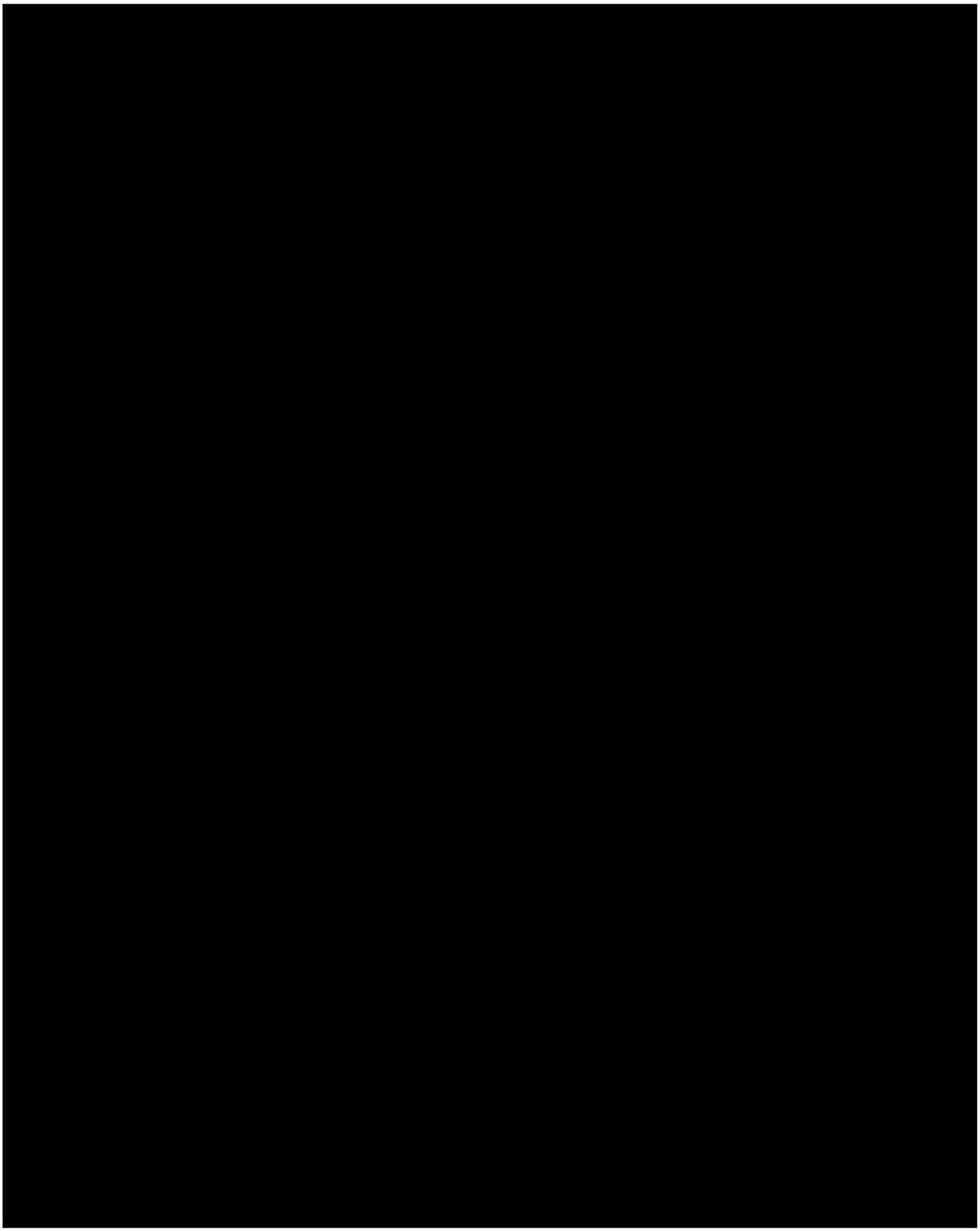


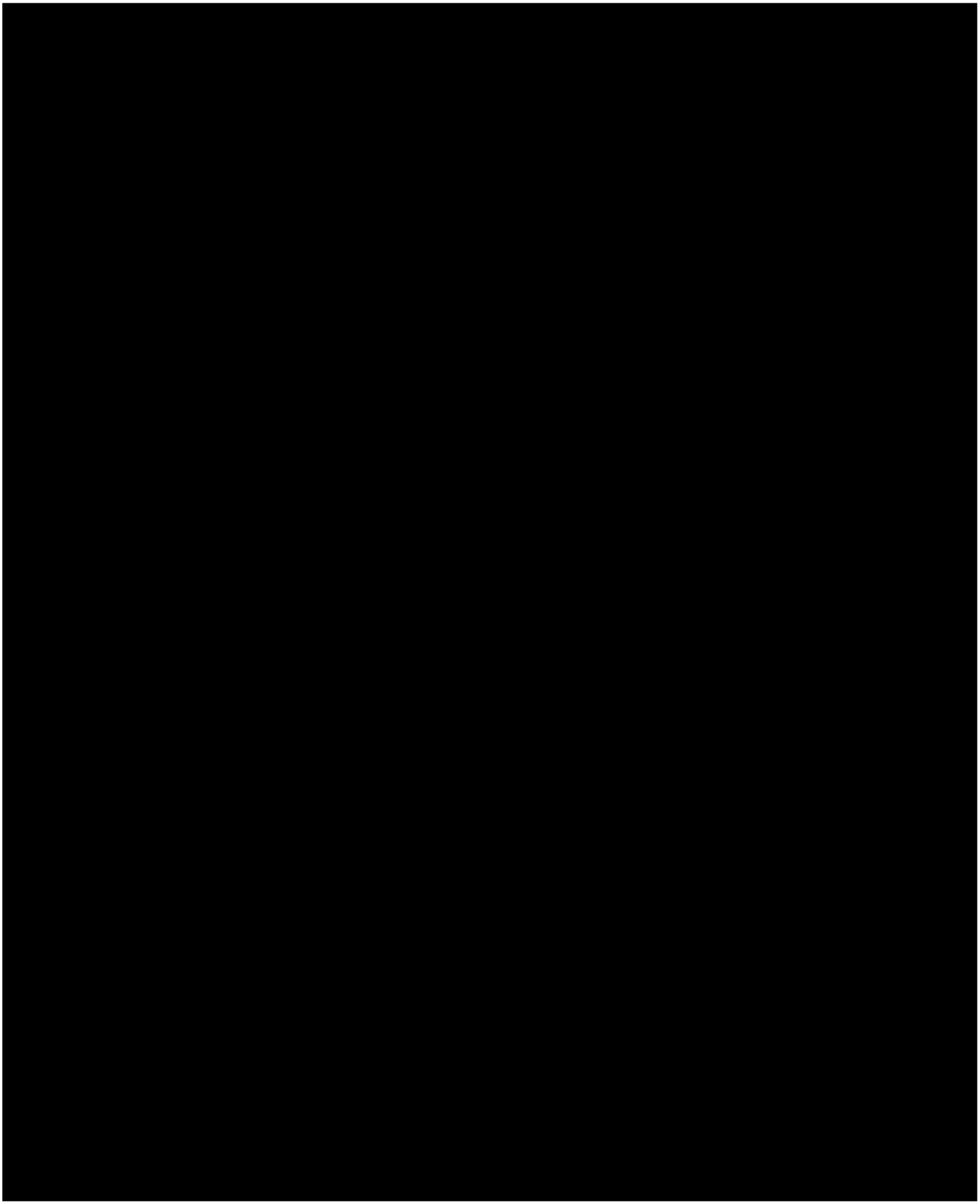


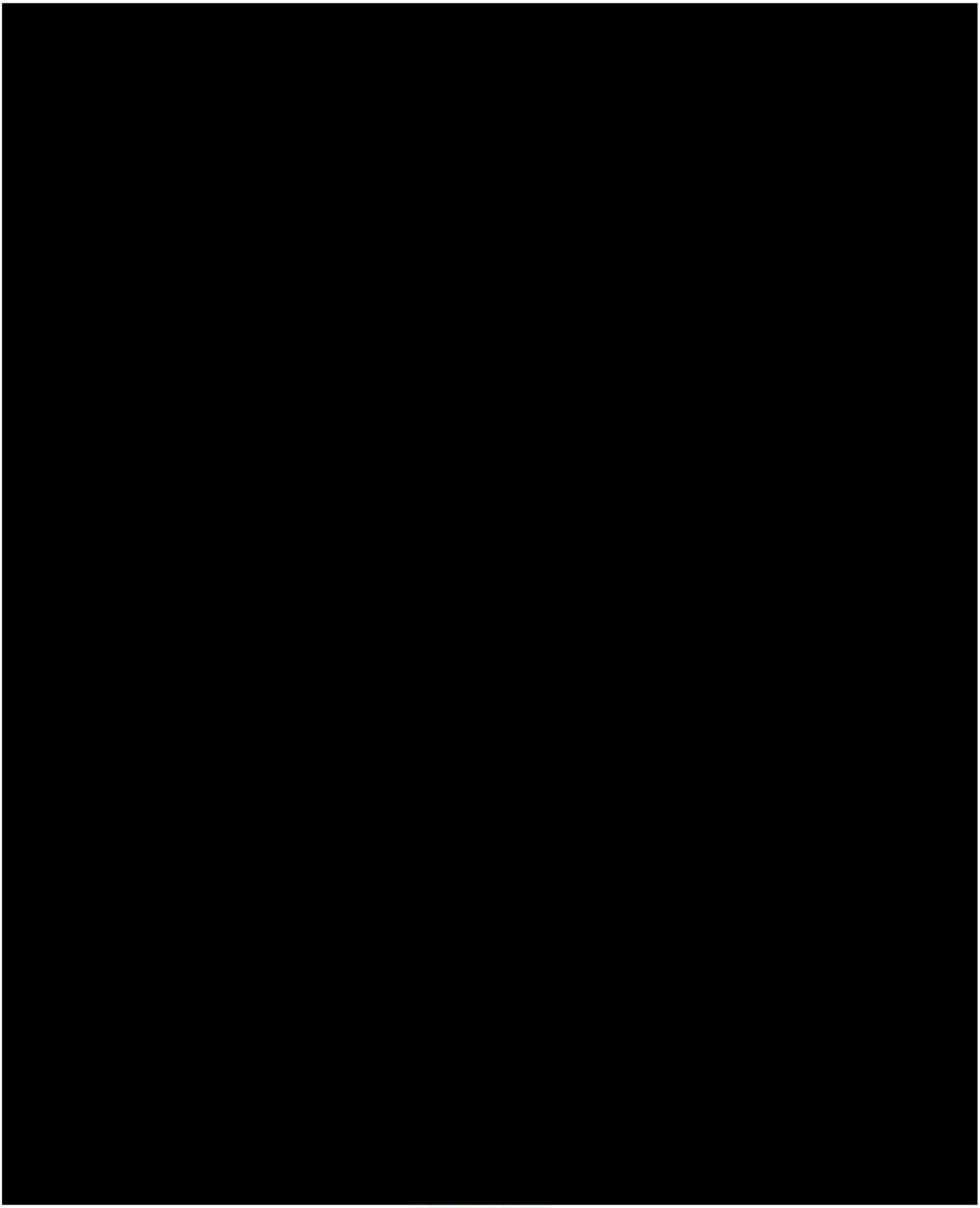


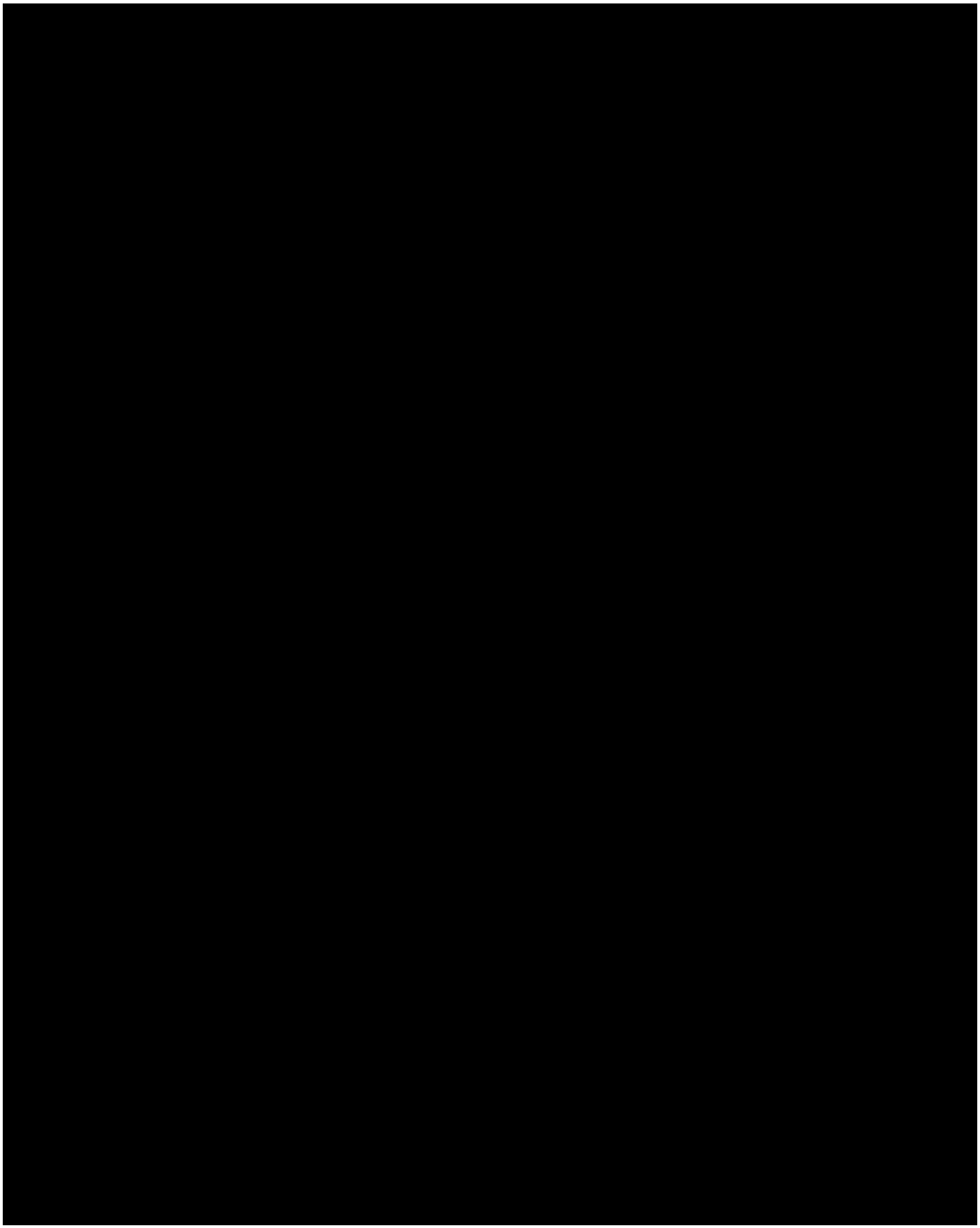


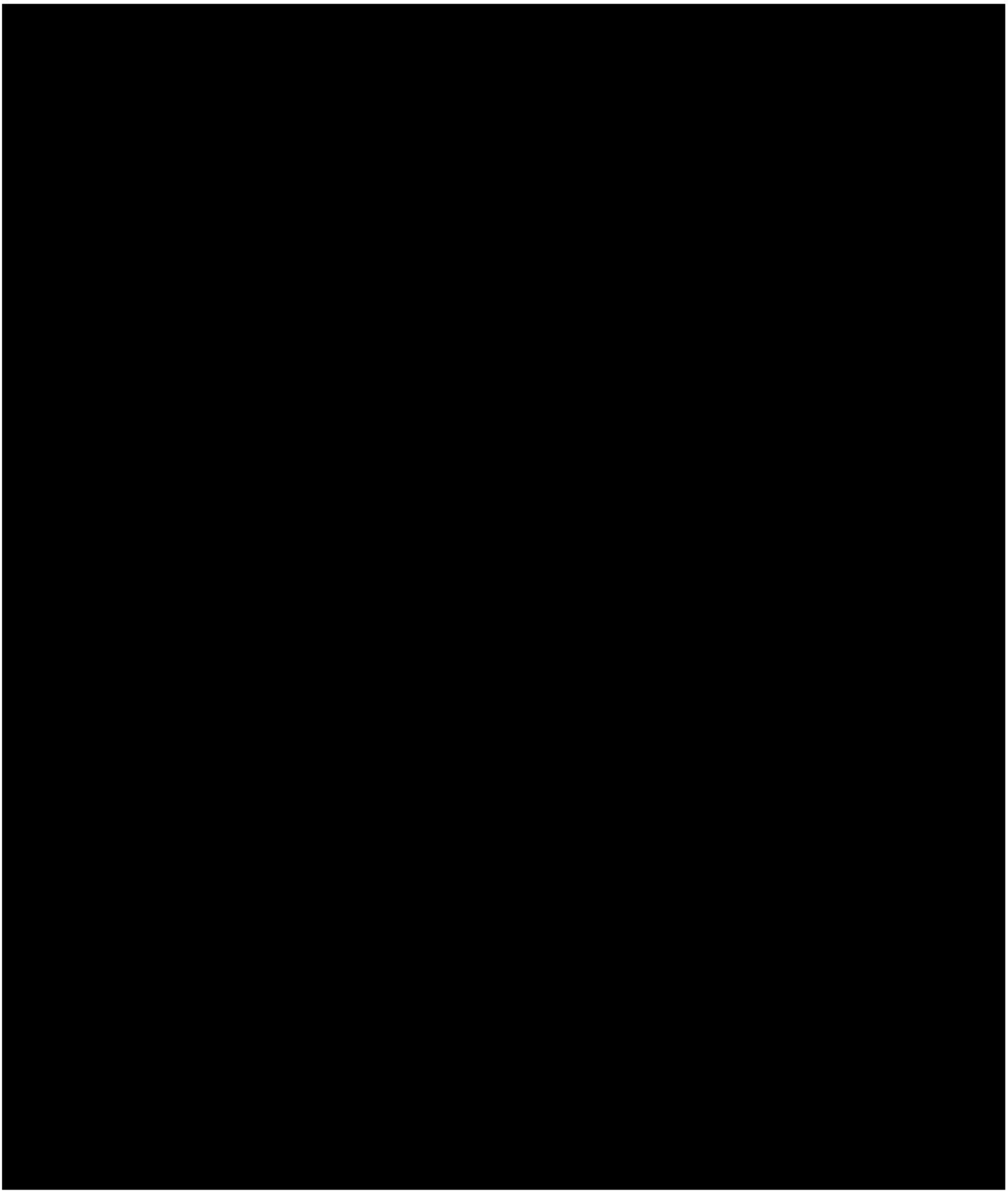


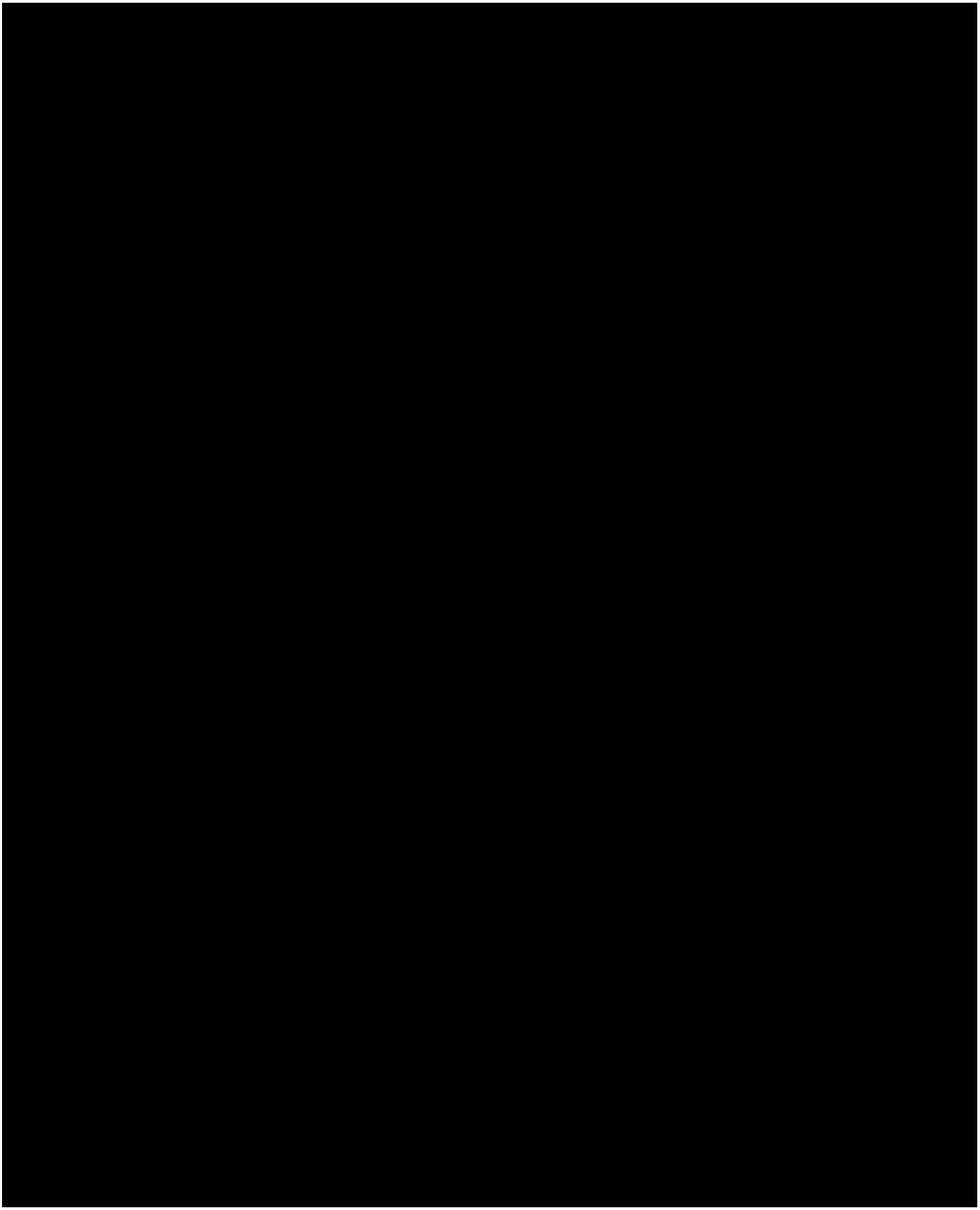


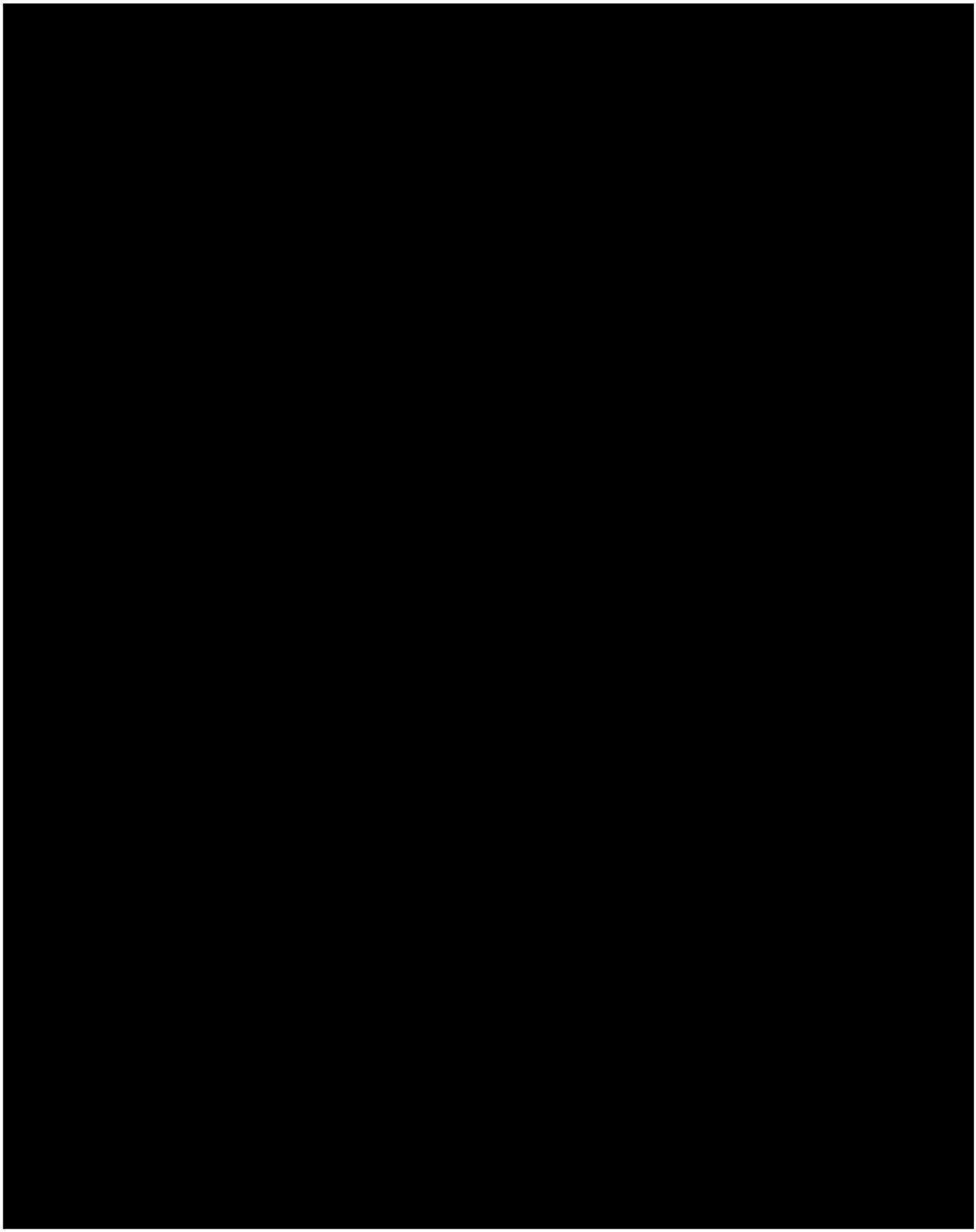


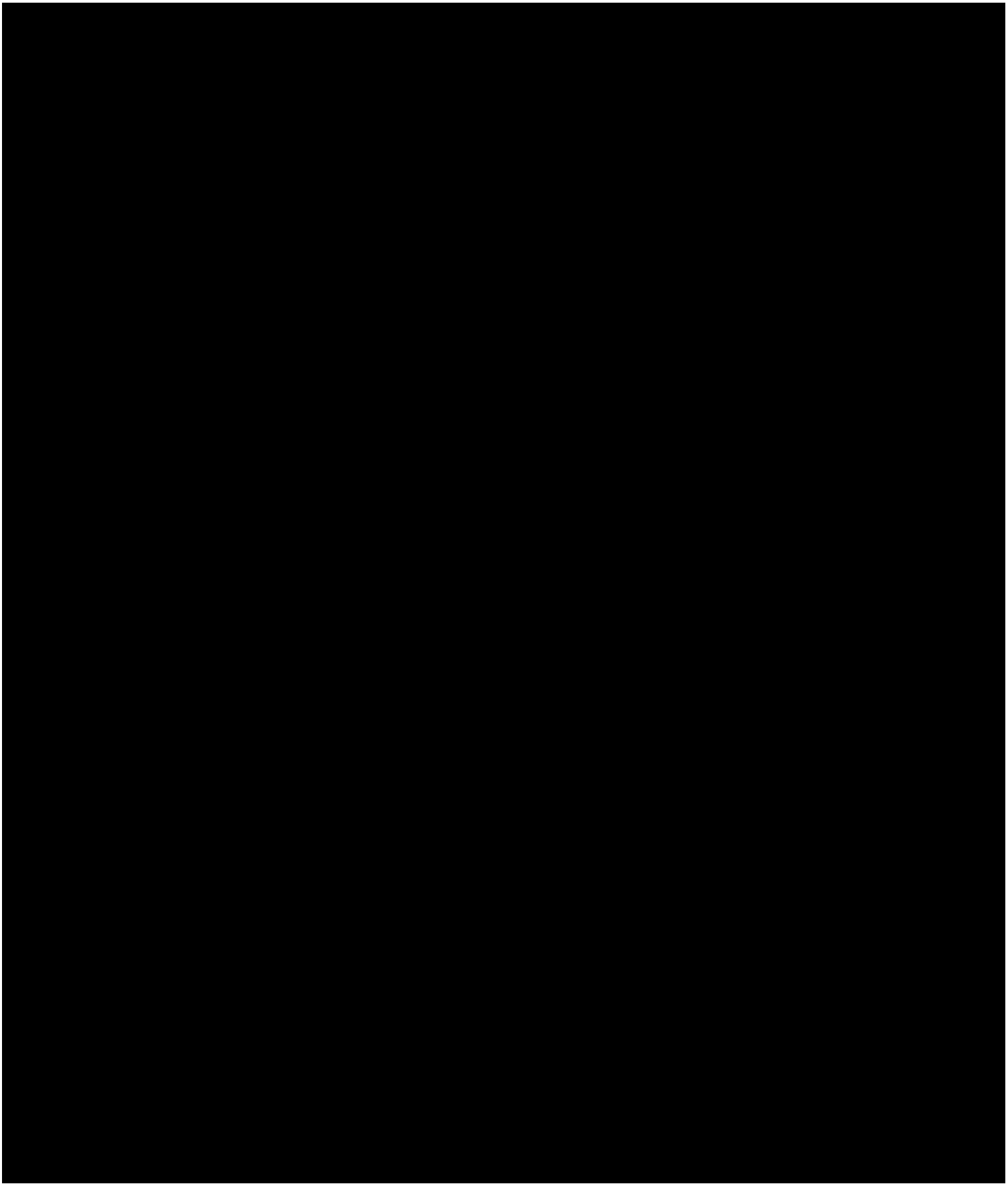


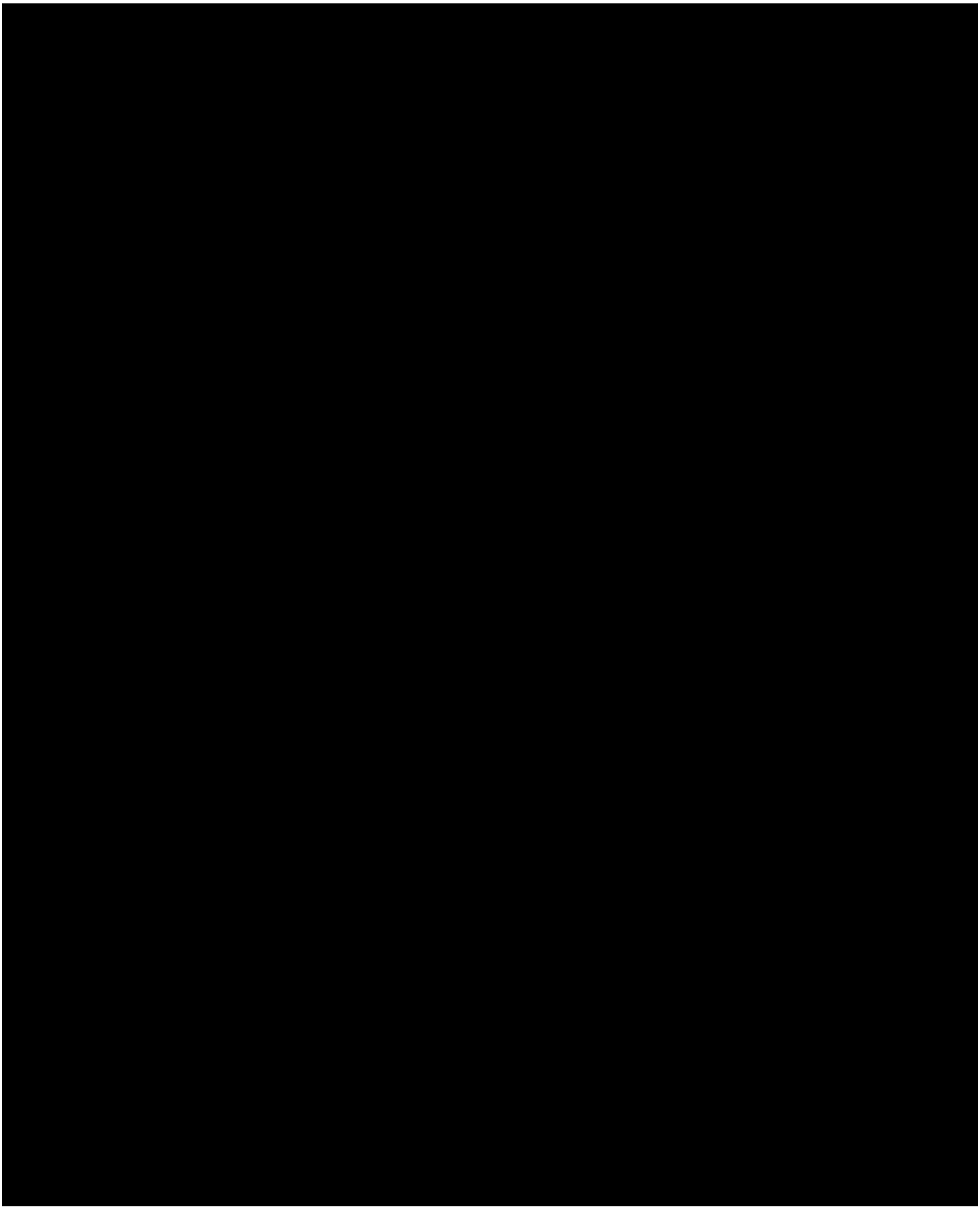


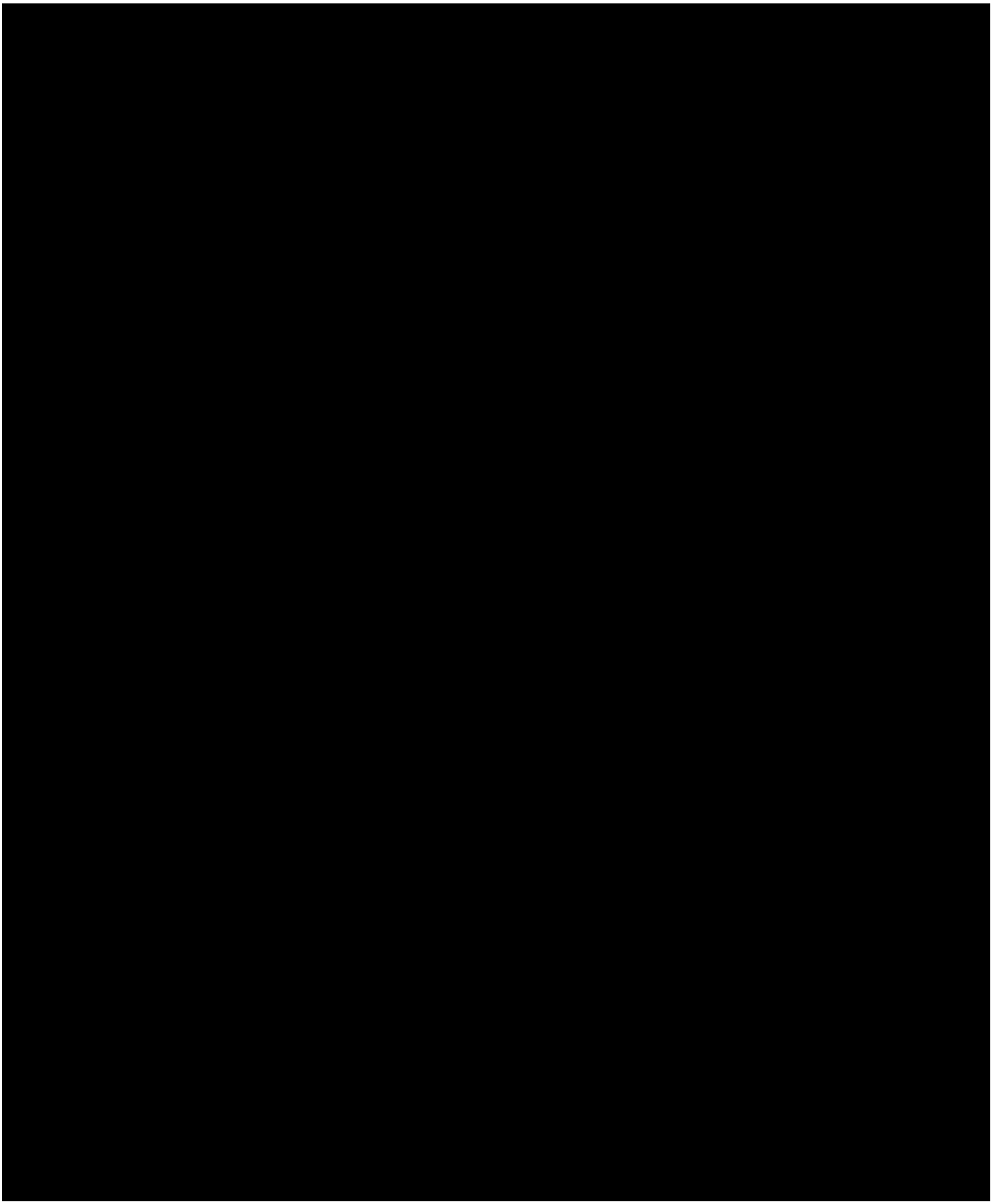


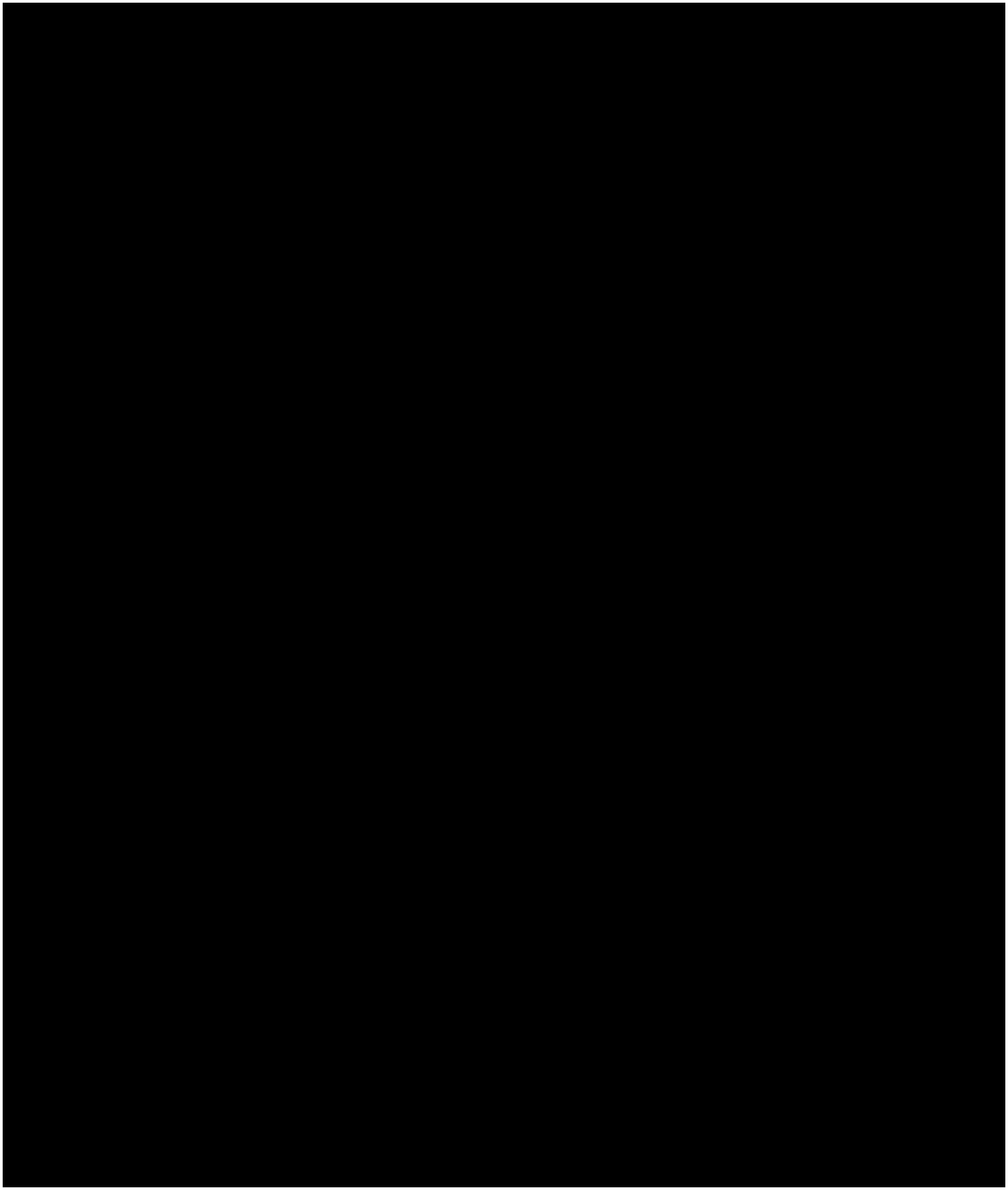


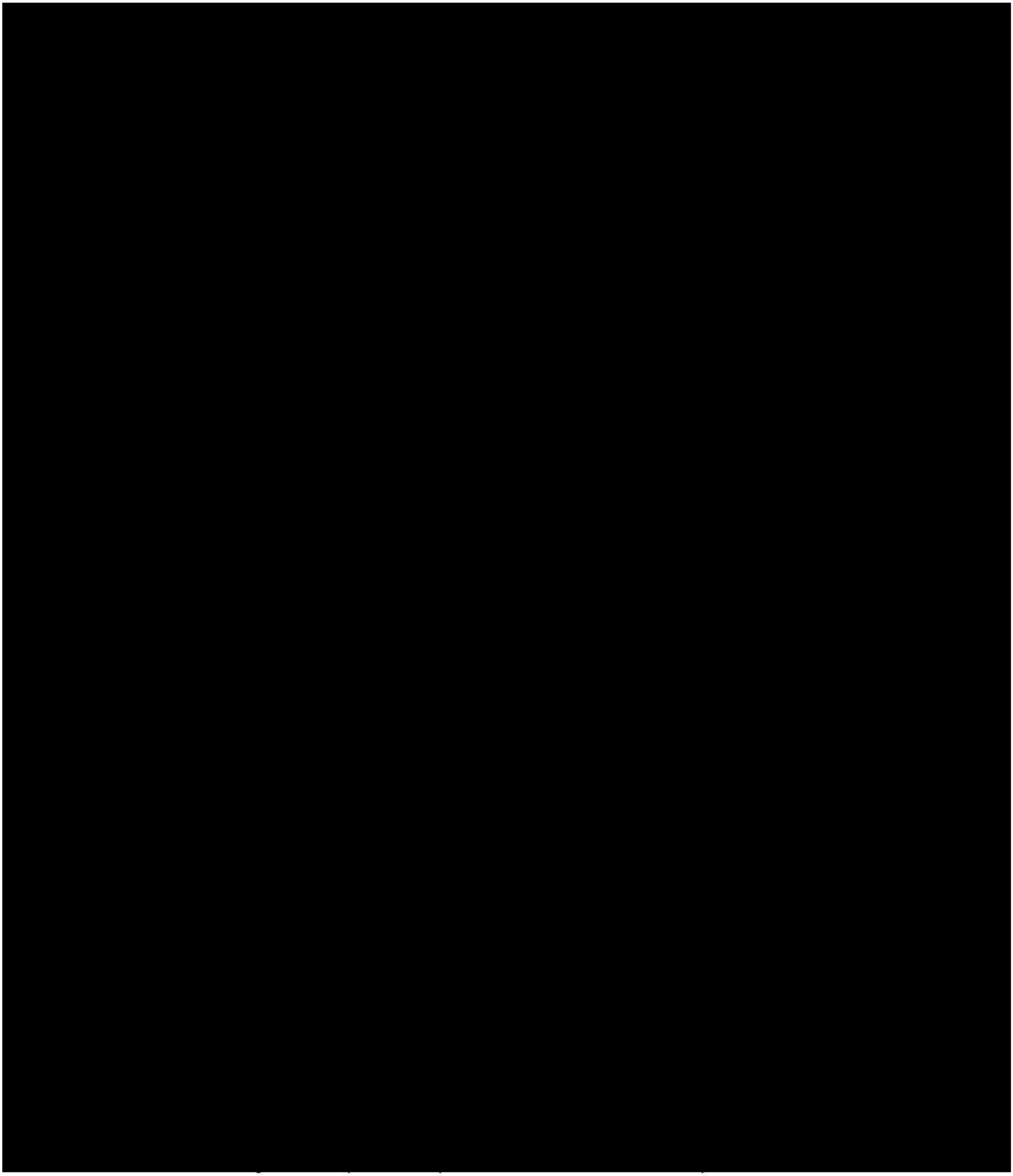


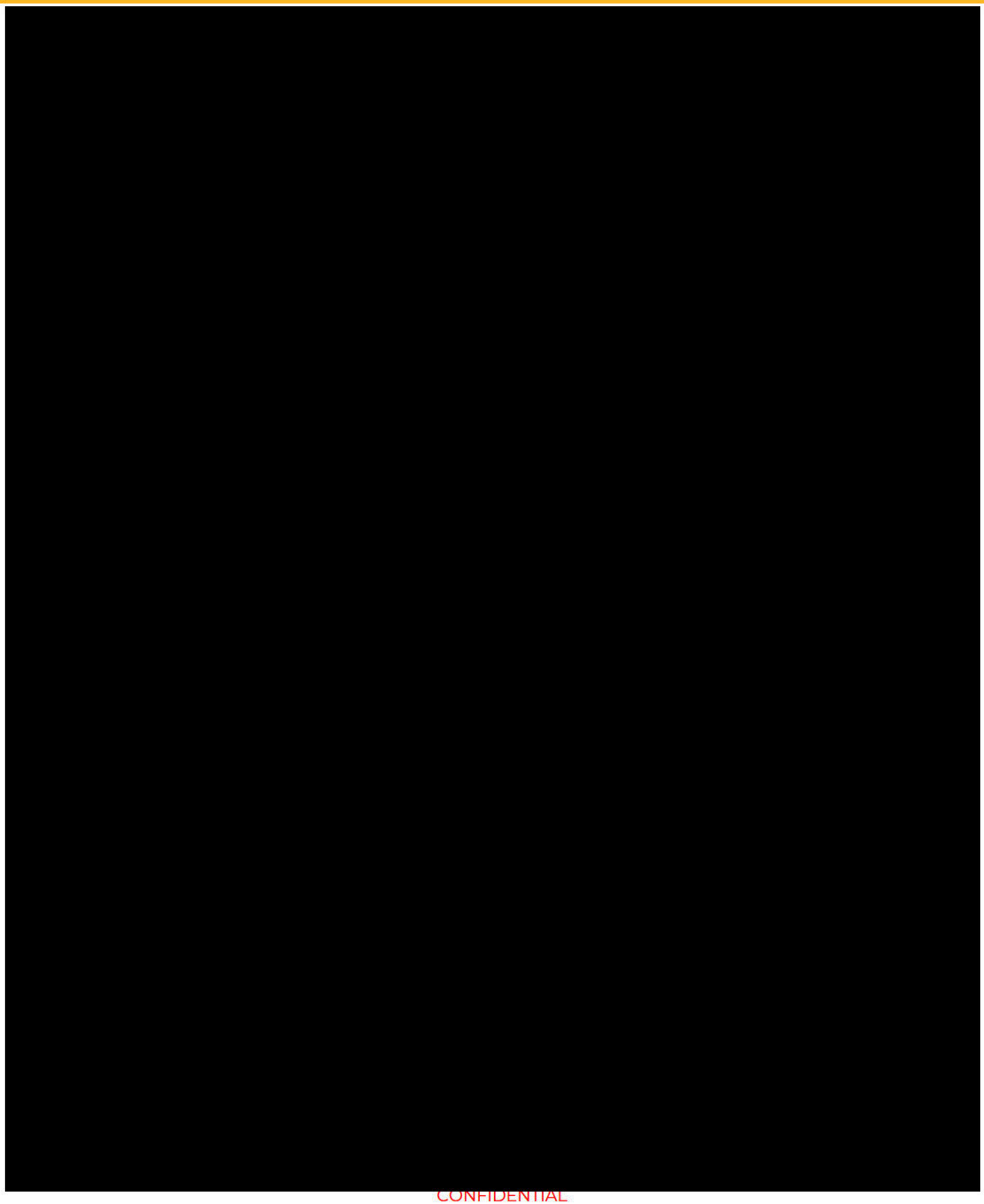


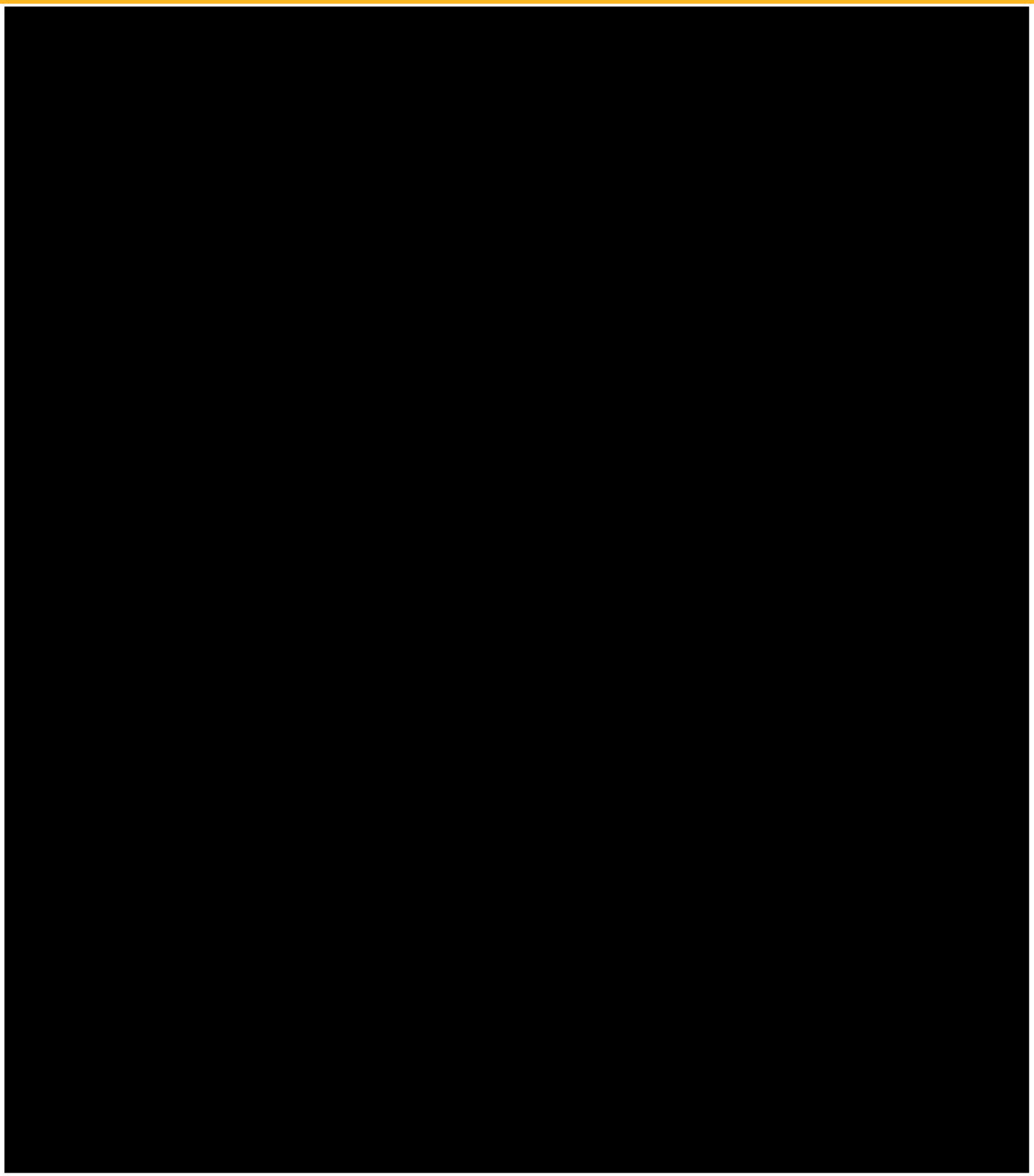


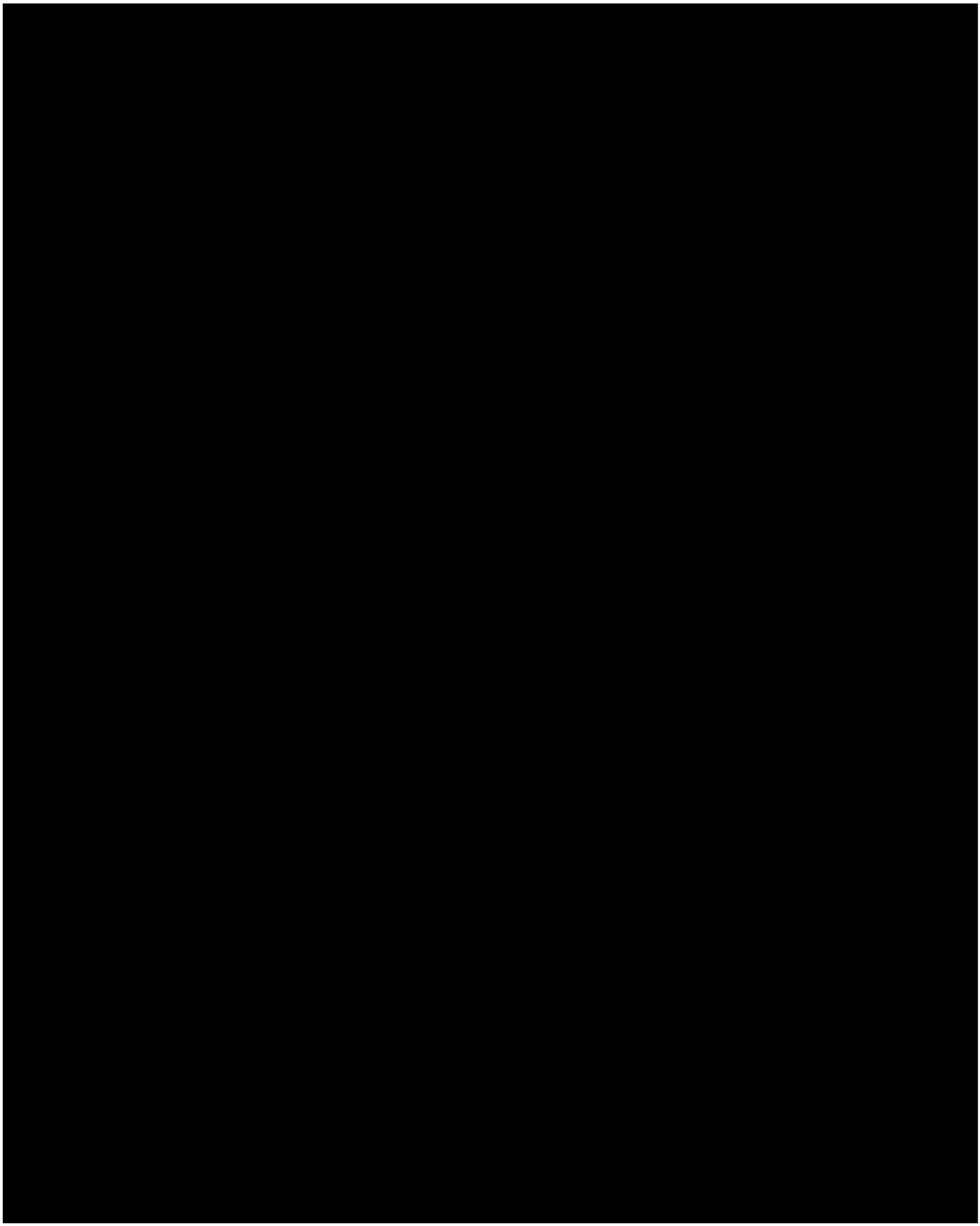


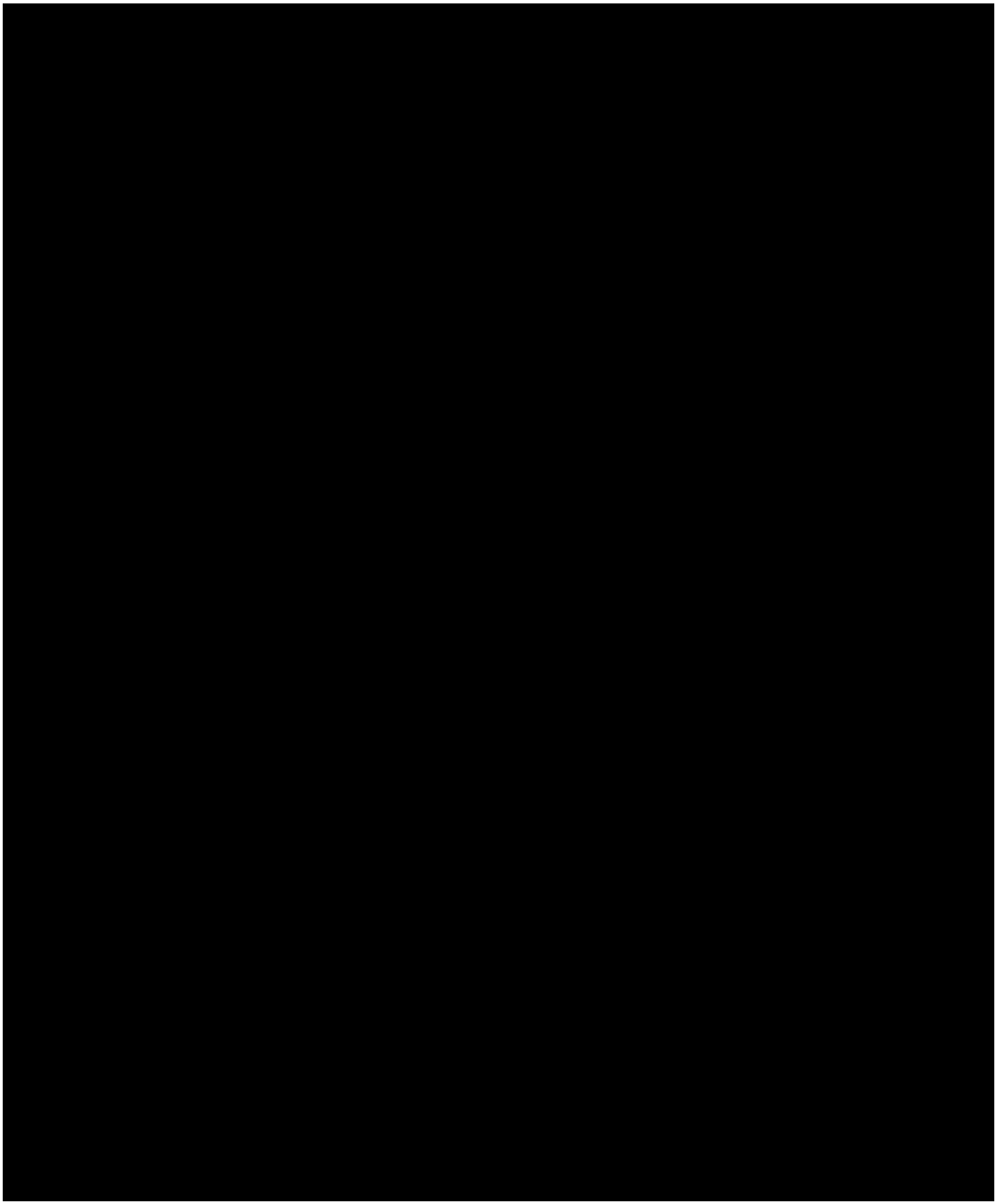


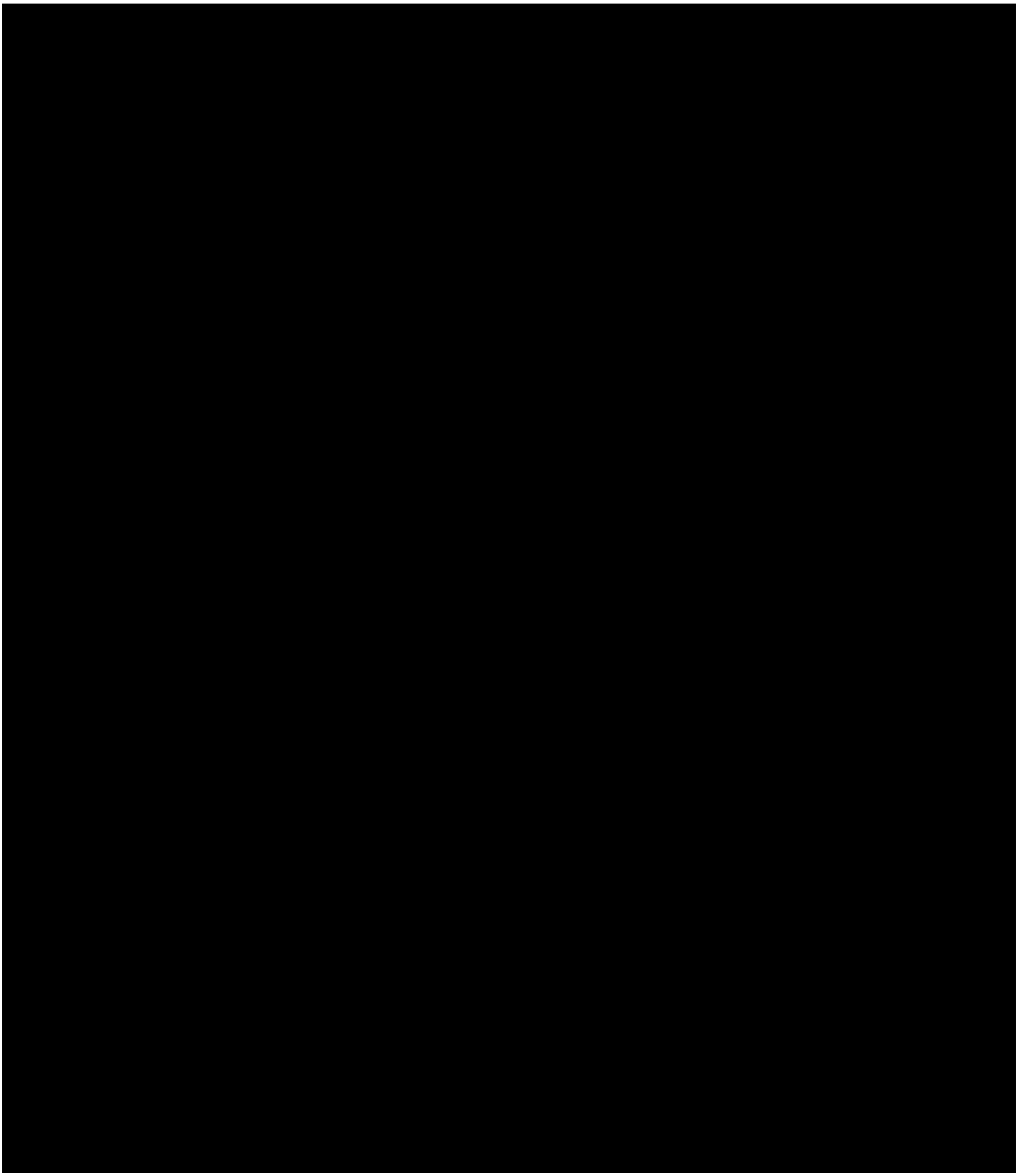


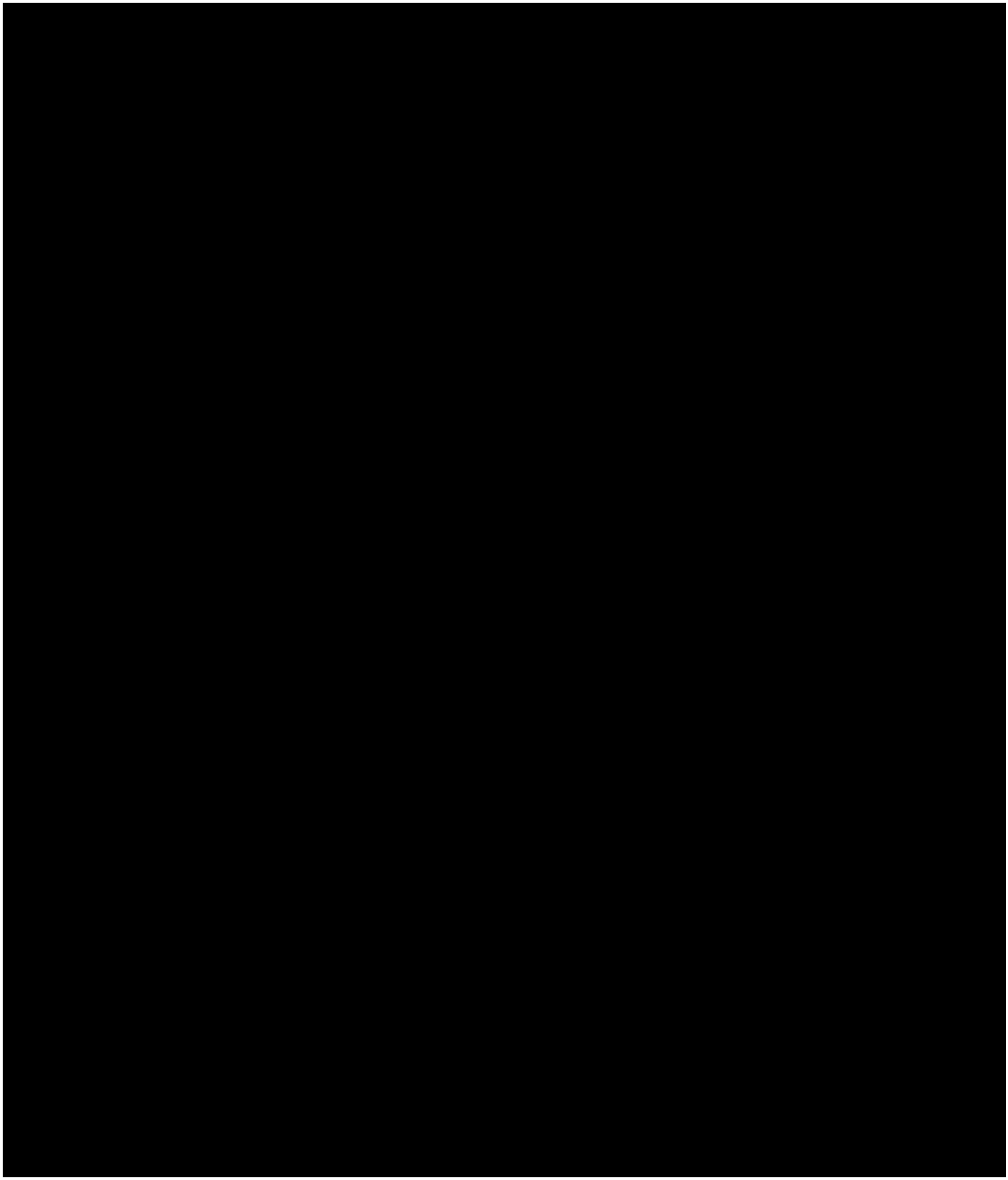


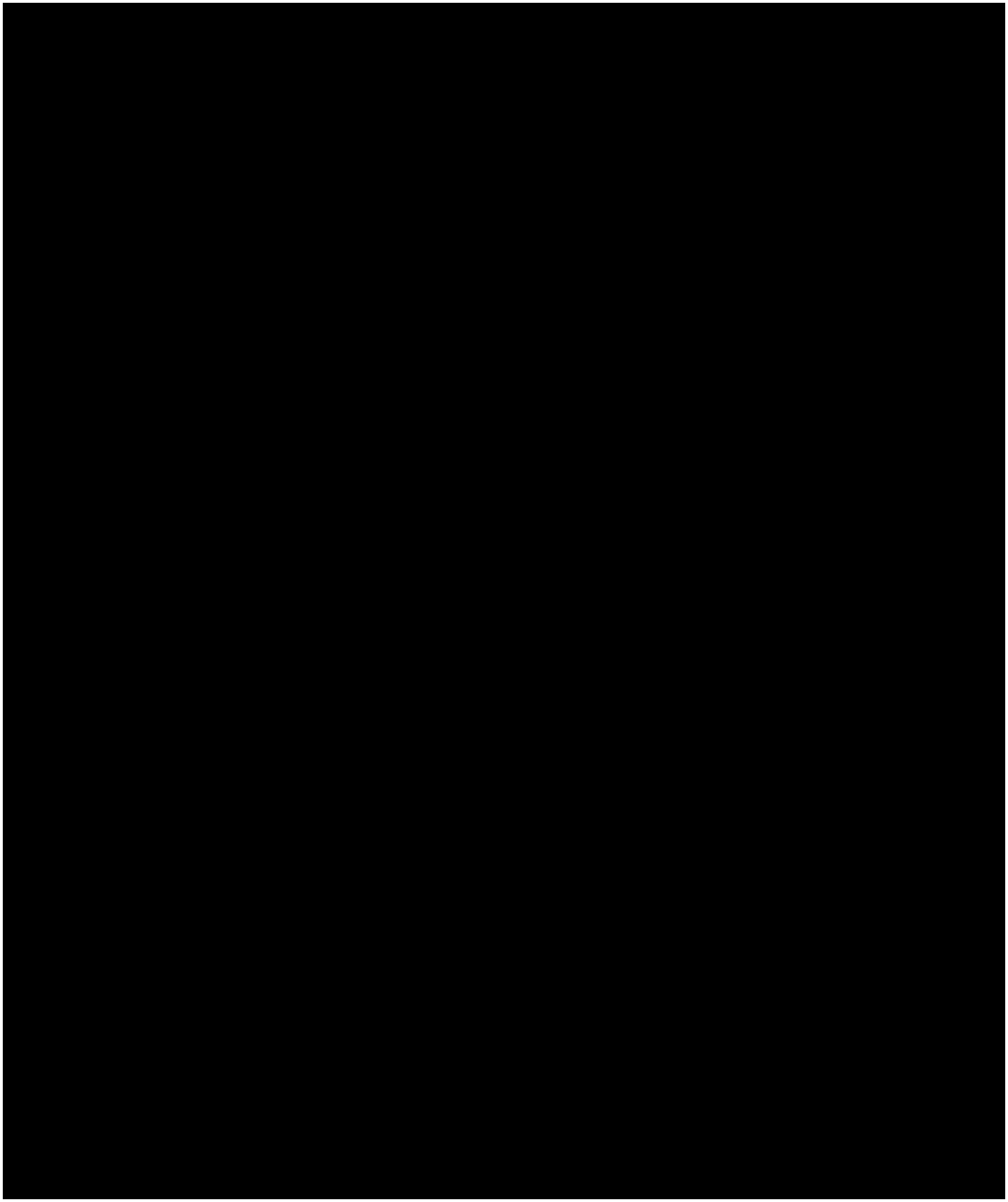


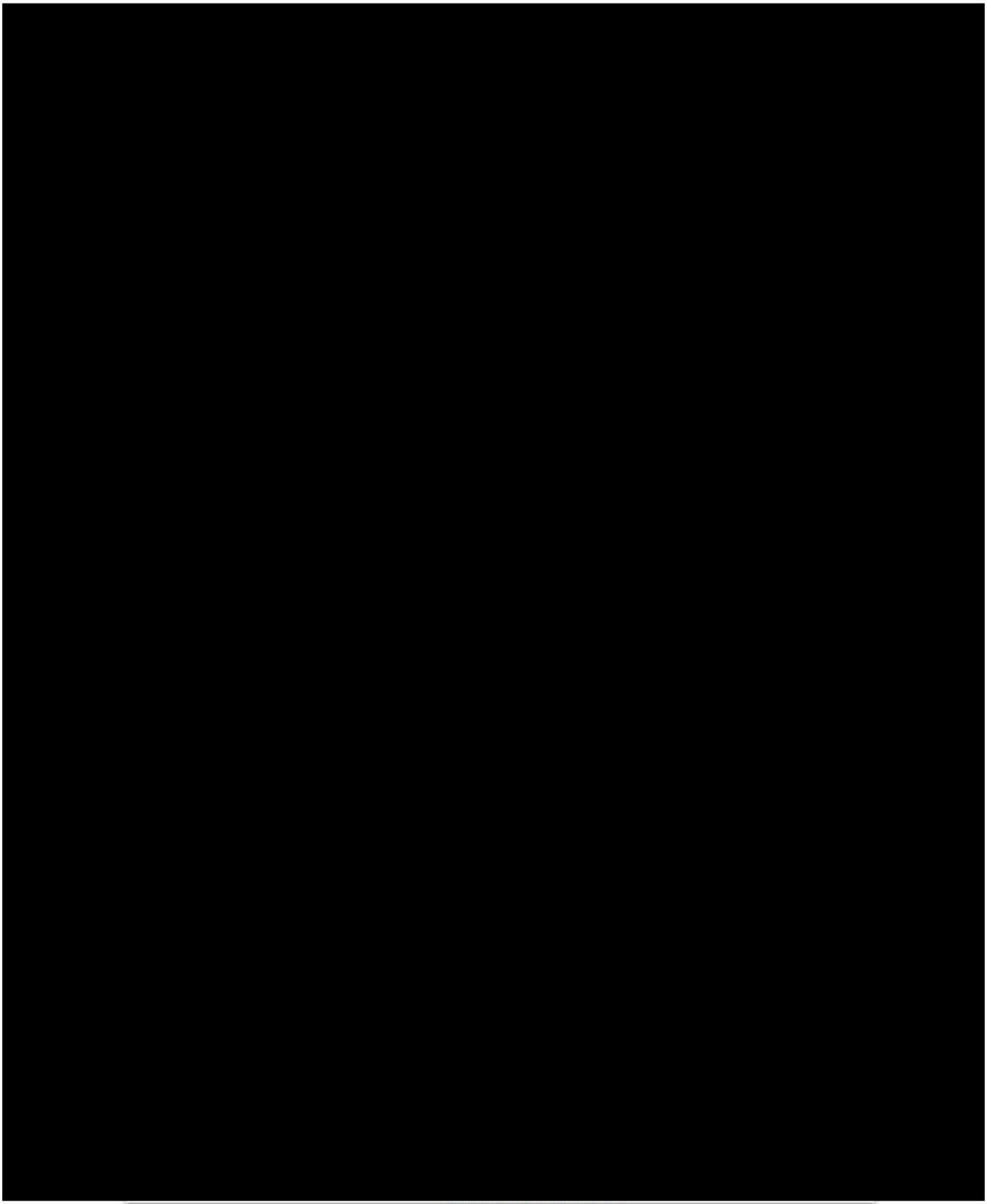


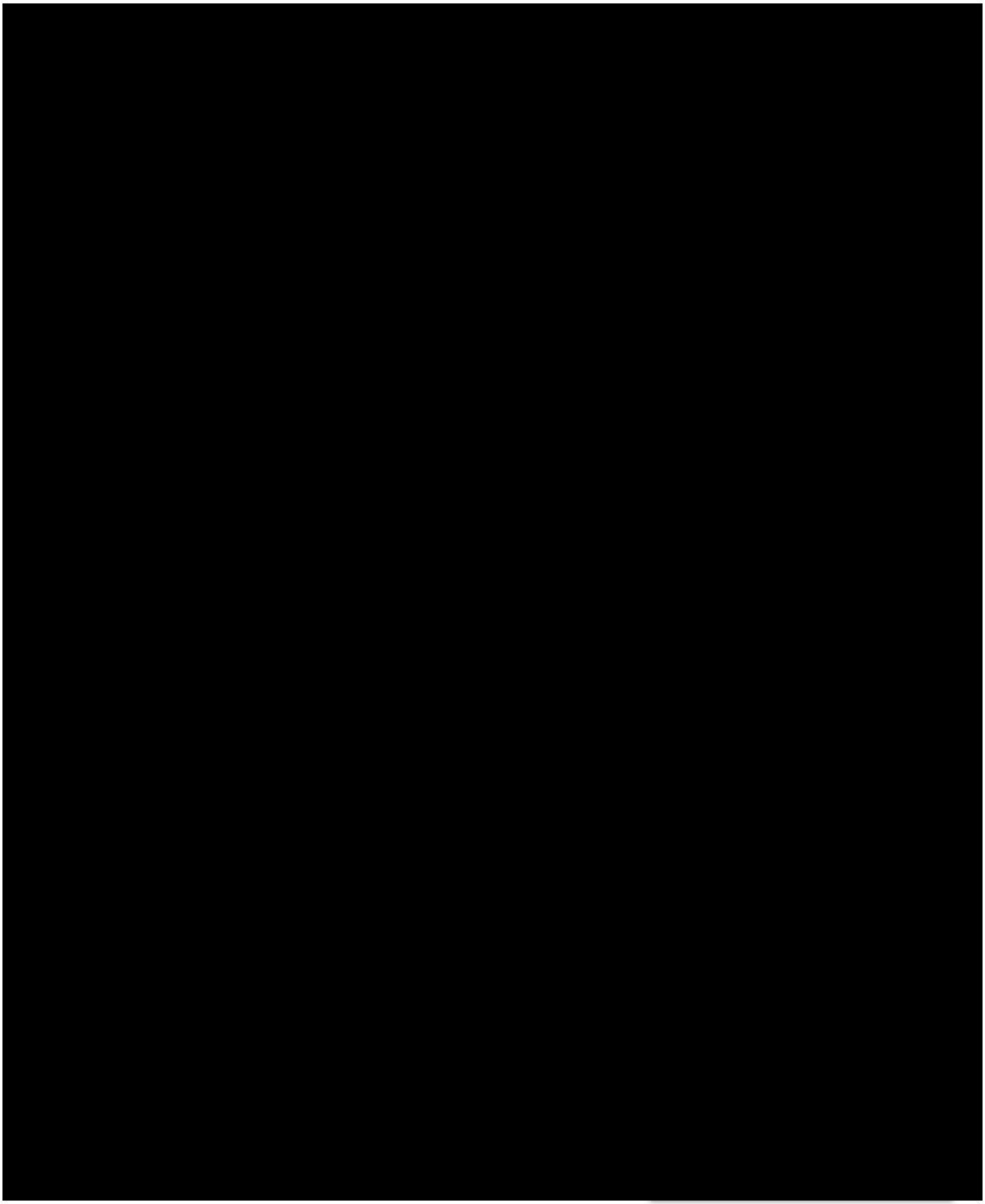


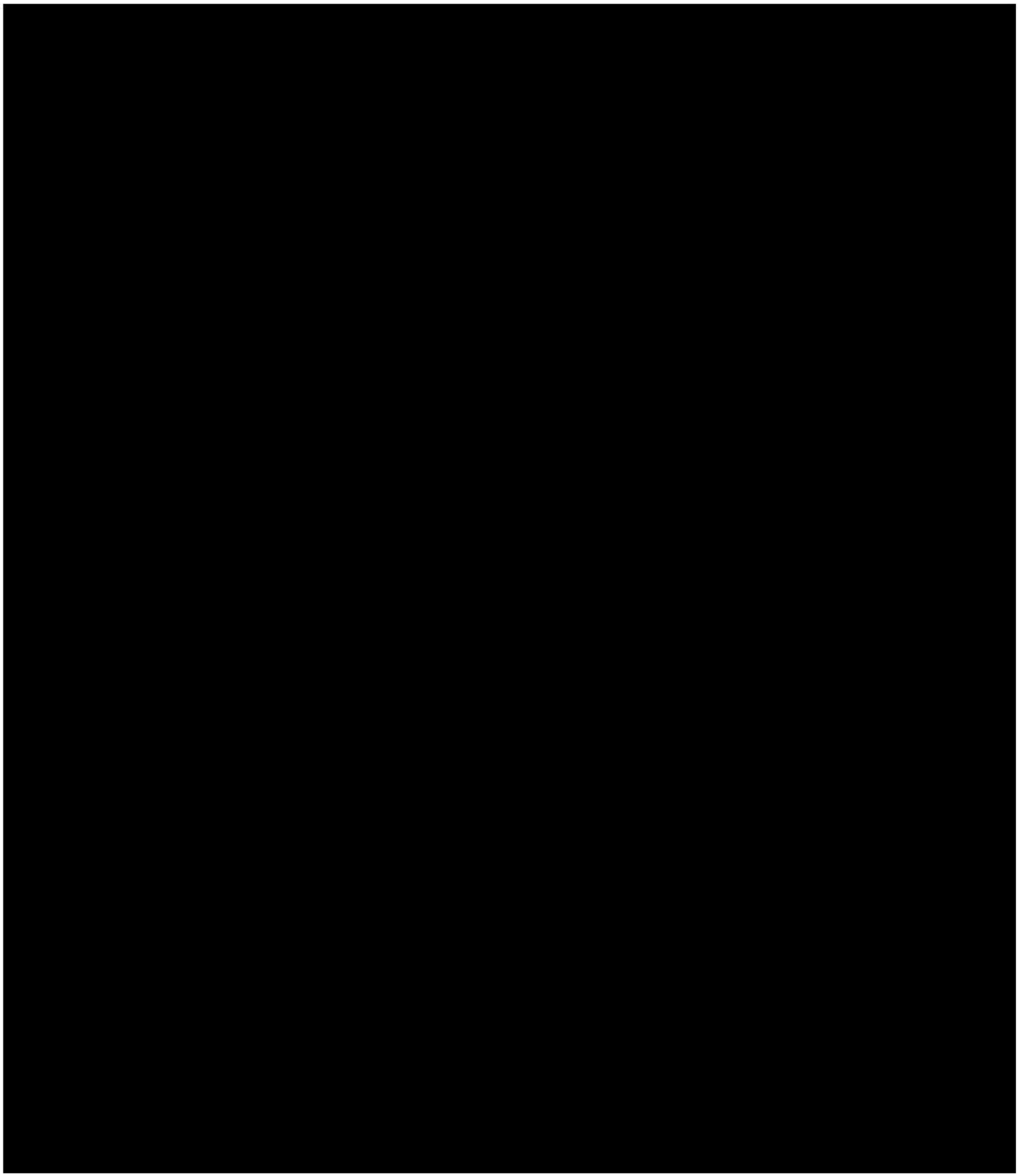


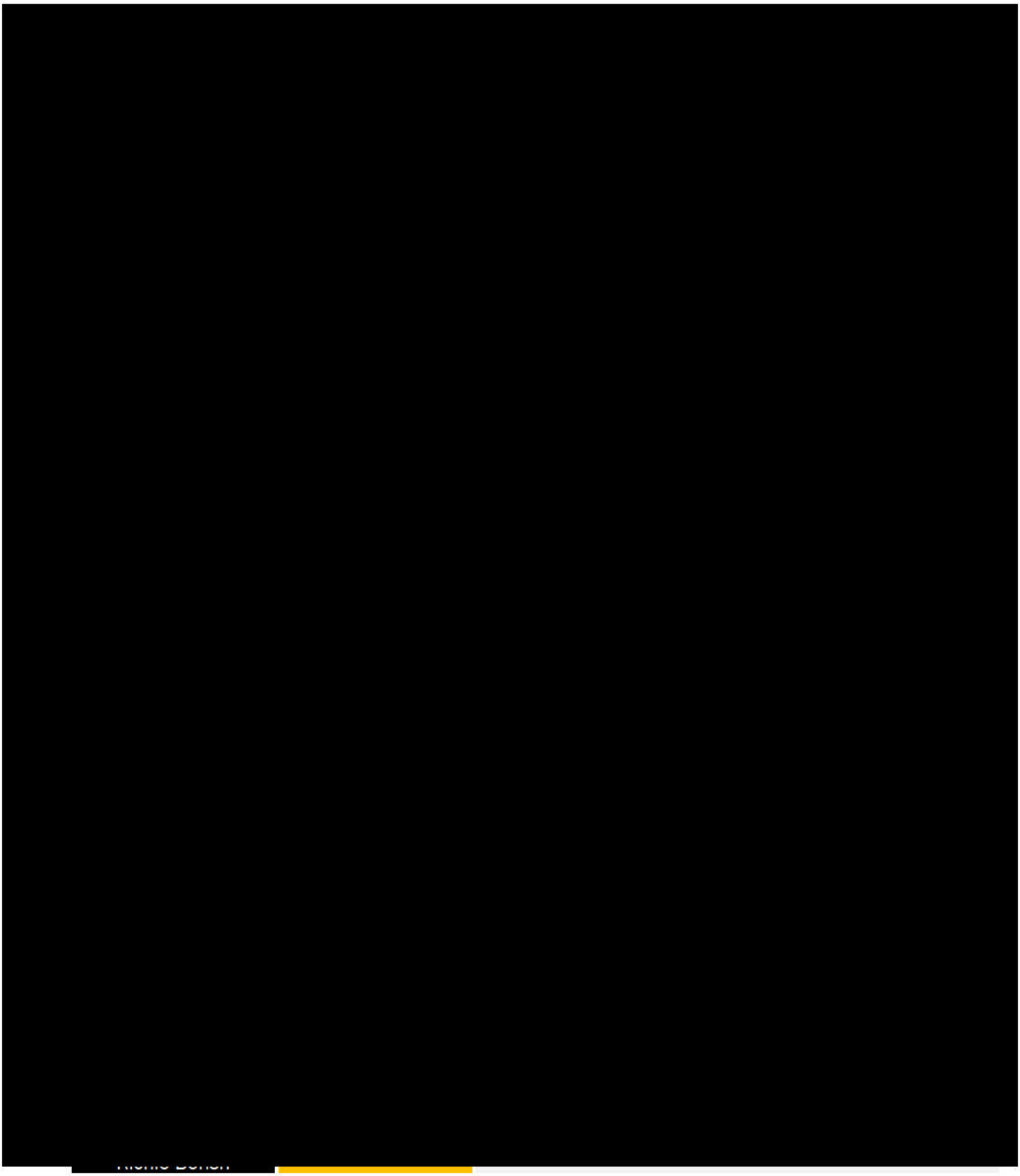












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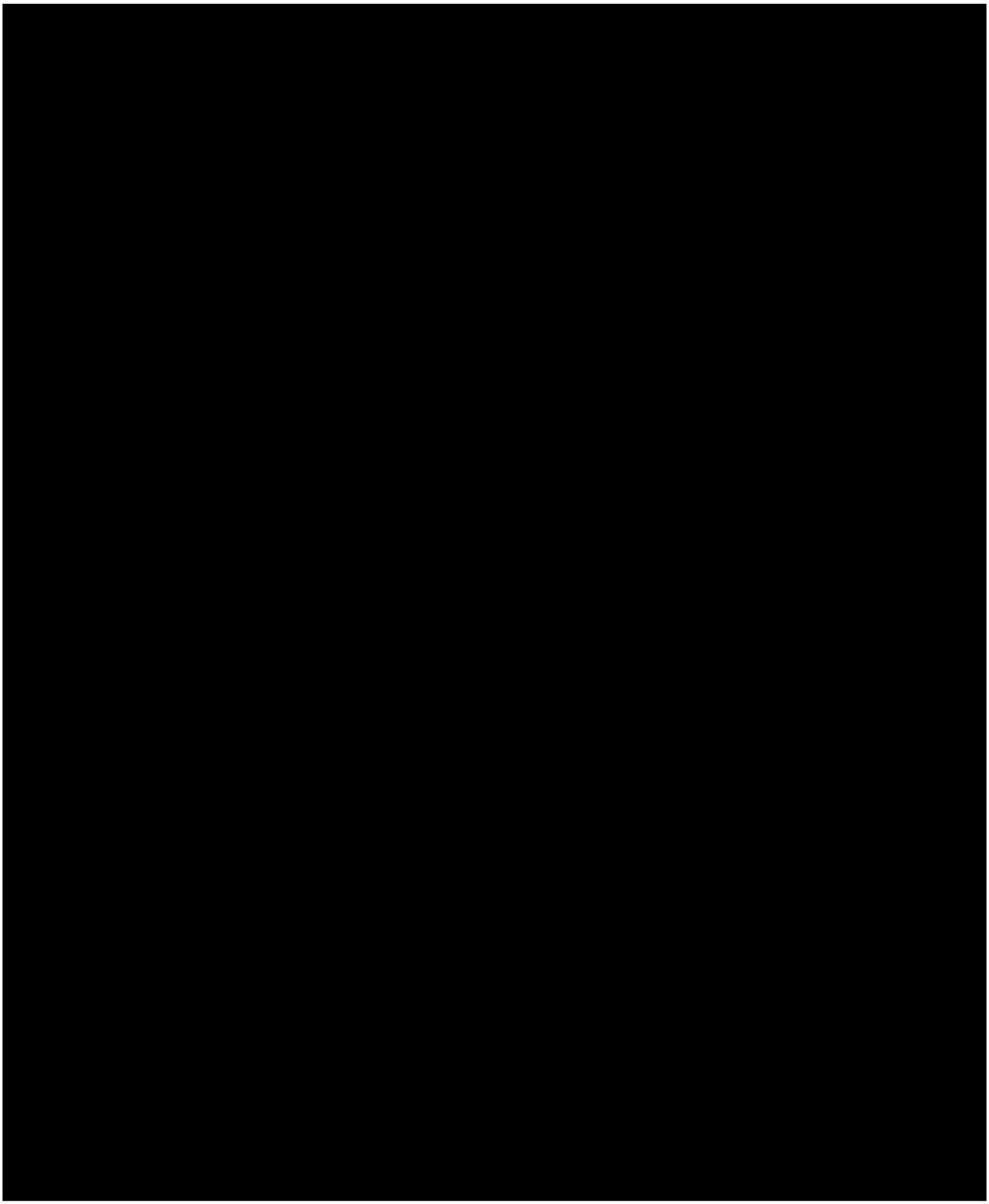
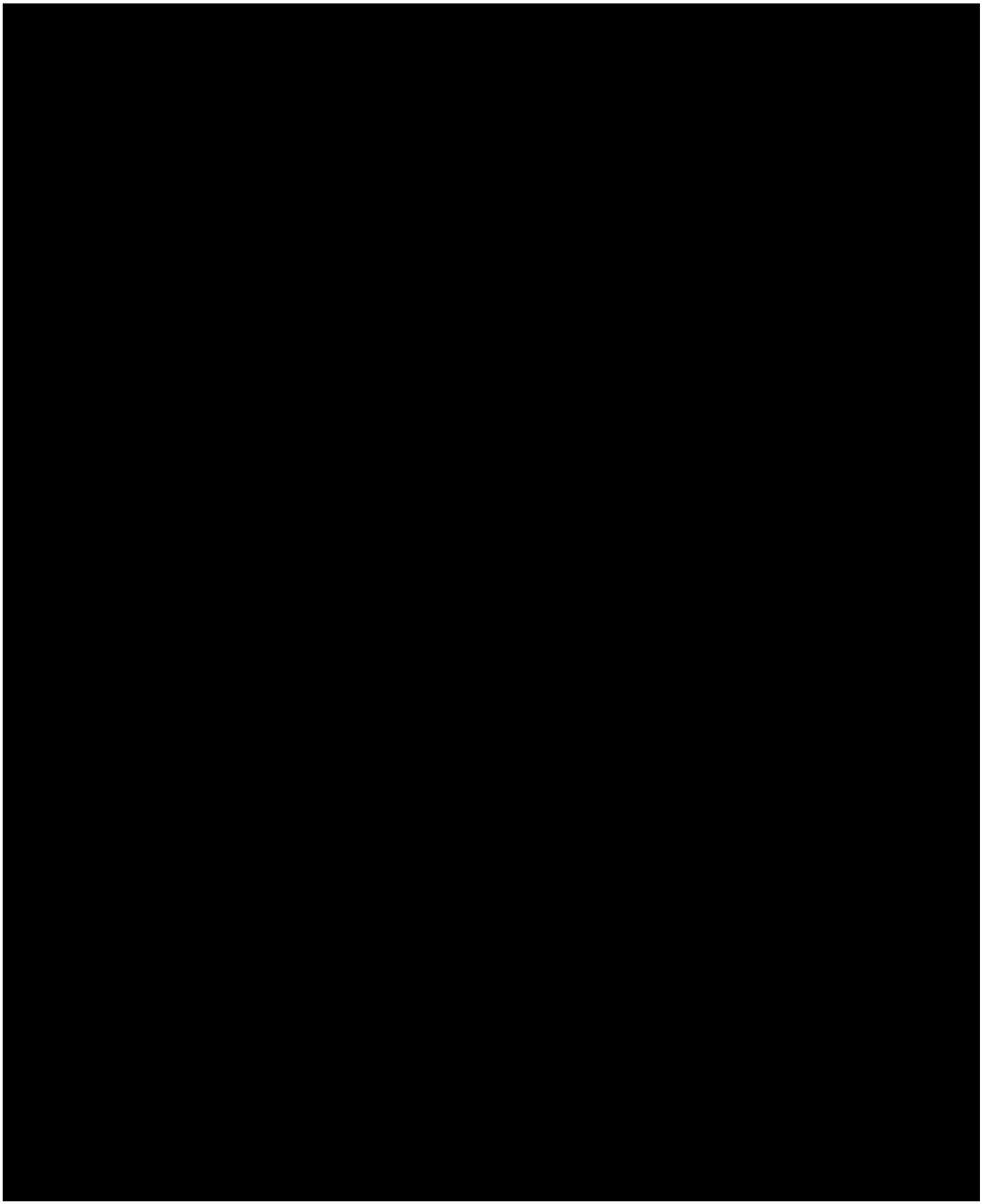
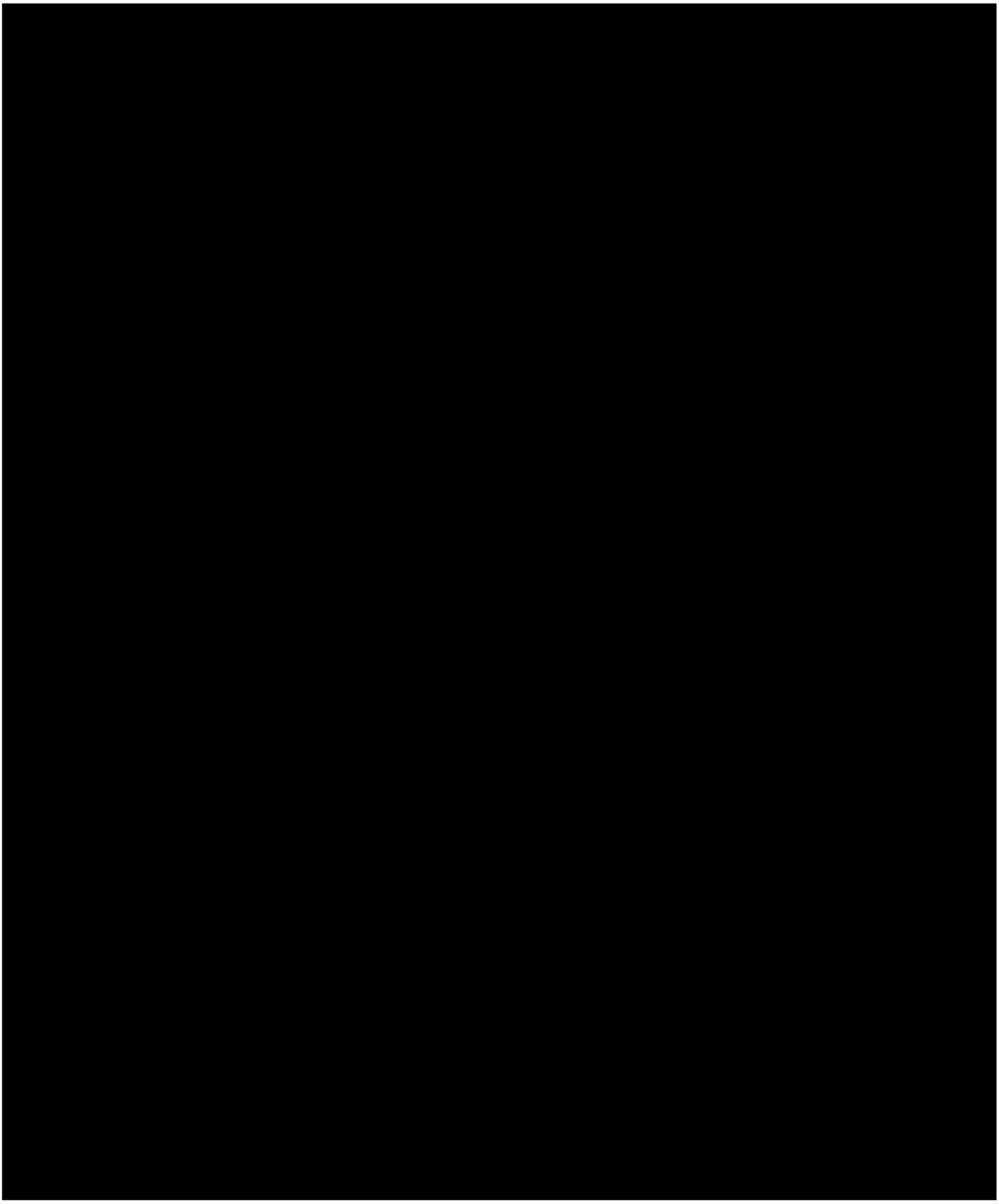
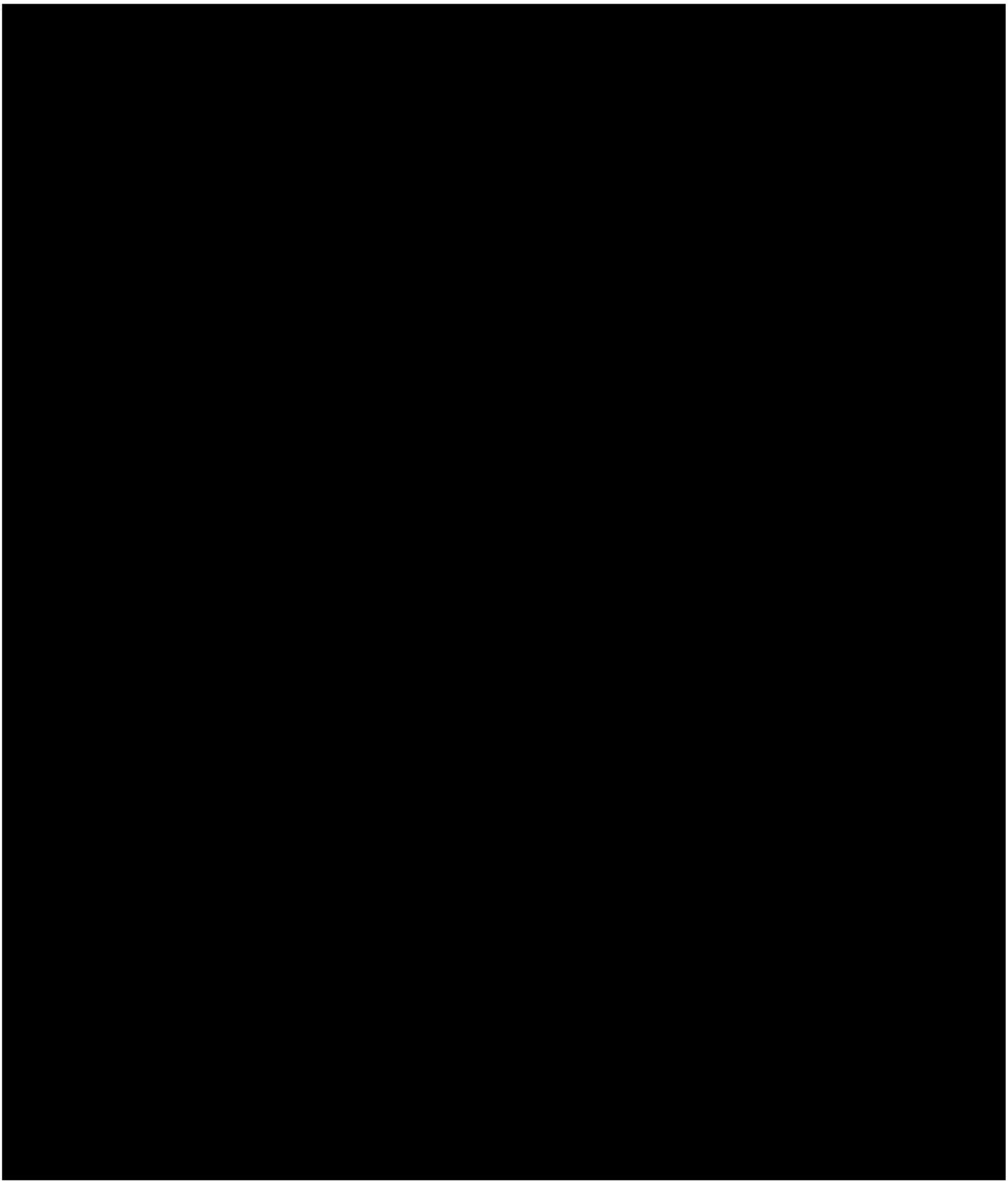




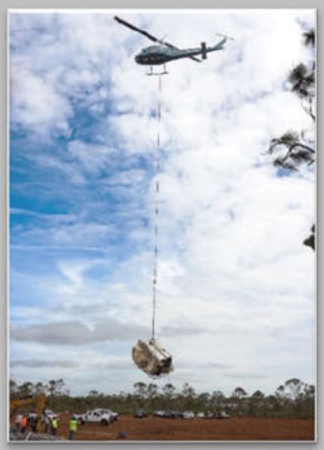




EQUIPMENT EXAMPLES			
	Truck, Pickup, ½ & ¾ Ton		Rake, Clearing, and Stacking, Dozer-mounted; lighter-weight construction
	Truck, Dump, 6-8 yd³ capacities		Burner, Air Curtain, fully self-contained system
	Truck, Dump, 16-20 yd³ capacities		Burner, Air Curtain, mobile unit, six cylinders Diesel engine, minimum 89 HP (66 kW)
	Tractor/Trailer, Dump, 35-100 yd³ capacities, with Operator. Hydraulic dump trailer or "walking floor" trailer		Grinder, Tub, with 700-1000 HP engine, 12 ft diameter tub
	Knuckle boom, 10-ton lifting capacity, with Operator. Trailer-mounted and towed by a tractor		Debris Removal/Oil Skimmer boats
	50 CY + Self-loading Grapple Truck (Freightliner/Kenworth/Mack/Peterbilt)		Mobile Dredge, 8" Hydraulic Ladder Cutter-head Self-Moving, 3000 GPM, 160 CY/hour solid rate discharge
	50+ Grapple Truck Trailer		Mobile Dredge, 8" Hydraulic Articulating Arm Cutter-head, Cuts depths to 15 ft. 2500 GPM, 130 CY/hour
	Wheeled or stationary Sennebogen, 830-840 models, 151–225 HP (Diesel or Electric options)		Ponsse harvester, 36-foot boom reach, 285 HP
	Loader, Front end, 3-5 yd³ capacities (CAT/Volvo/Komatsu)		20 Ft. Open Fisherman
	Attachment, Loader Rake, mounts in place of the bucket on 4-wheel drive or crawler loaders.		35' Tugboat
	Loader, Mini, Width of the vehicle not to exceed 2 meters, for use in the restricted maneuver area		Landing Craft (22', 28' & 34')
	Chipper Truck, 30yd³ bodies		Satellite Communication/Starlink Services
	Wood chipper, mobile unit towed by chipper truck		Reefer Containers with Ice
	Chainsaw, Gas engine, not less than 20" and 14" bars		Mobile Fleet Repair Vehicles
	Excavator, Hydraulic, 1-5 yd³ bucket, 128 - 286 Net Hp, fitted w/ a grapple		Potable Water Truck
	Attachment, Grapple, hydraulically operated clam-type bucket with 360-degree rotation, for use in demolition		Emergency Generators – Assorted Sizes
	Loader, tracked, 2-3 yd³ blade capacity		Temporary Sanitary Facilities and Housing Facilities
	Loader, tracked, 3-5 yd³ blade capacity		Dozer, tracked, 2-3 yd³ Blade capacity
	Grader, Motor, 12-foot blade, 130-140 net HP		Dozer tracked, 22'6" Blade length, 405 Net Hp
	Water Truck, 5,000-gallon (dust control)		Fuel Tankers/Fuel Trailers
	Roll Off Truck		6,000-8,000 lb Forklift

EQUIPMENT EXAMPLES			
	1,000-2,000 Gallon Fuel Tank		4,400 lb Extend Boom Forklift
	Portable Fuel Tankers/Fuel Trailers		Water Truck, 5,000-gallon
	Electric and Manual Pallet Jacks		Cranes (variety of sizes/capacities)
	Dry Vans, 53-ft Trailer		Flat Bed, 48-53 ft long
	Truck, Pickup, ½ & ¾ Ton		Reefer Trailers
	26' Straight Truck w/ Lift Gate		Bucket Trucks, 45–60 ft, horizontal reach of 27–31 ft, and ~500–700 lbs platform capacity

In addition to the host of standard debris management equipment that we have access to, AshBritt Toppino maintains supplementary equipment and facility resources that can be used to support debris removal efforts via non-traditional methods. Together, **AshBritt and Toppino work together as a full-service emergency disaster response team**. We can coordinate and deliver turnkey emergency response, environmental remediation, recovery, and restoration services whenever needed. Through our resources and teaming partners, we ensure that these vital services are delivered expeditiously and professionally. We have outlined how some of these resources can be used to better support the City of Key West on the following page.

SPECIALTY EQUIPMENT AND FACILITIES	
Drone Services 	AshBritt Toppino has the equipment, experience, and personnel qualifications to provide surveys via drone/aerial video and photography. We have provided debris surveys, TDMS site photographs, and TDSM restoration progress updates using these resources. When disaster debris or flooding impacts the City's ability to access sites for evaluation, we can deploy our drones and provide detailed insight into the area.
Aerial Debris Management Services 	AshBritt Toppino offers helicopter services to assist with debris removal, particularly in situations where traditional methods are impractical or harmful. Helicopters are ideal for remote or inaccessible locations like mountainous or flooded areas and sites with heavily damaged infrastructure. They also minimize environmental impact in sensitive ecosystems such as mangrove forests or waterways by selectively lifting debris. Additionally, helicopters allow for debris removal in historic districts without the use of heavy machinery that could cause further damage.

SPECIALTY EQUIPMENT AND FACILITIES	
Temporary Facilities 	AshBritt Toppino maintains a network of subcontractors capable of providing diverse, ADA-compliant facilities to support County operations. AshBritt has consistently proven our logistical capabilities in response to past disasters, providing local and state governments with vital services such as the five turnkey, full-service 100- to 200-person base camps concurrently established throughout the Florida Panhandle in response to Hurricane Debby (2024) on behalf of the Florida Division of Emergency Management. Our offerings include climate-controlled tents and sheltering trailers, mobile shower and restroom facilities, office and command center trailers, laundry and workout facilities, dining hall and kitchen buildouts, utility trailers, and various other multi-purpose structures.

Mobilization Plan

To reduce redundancy, please refer to the Mobilization Plan included in this tab under **Approach to Project – Mobilization Plan**.

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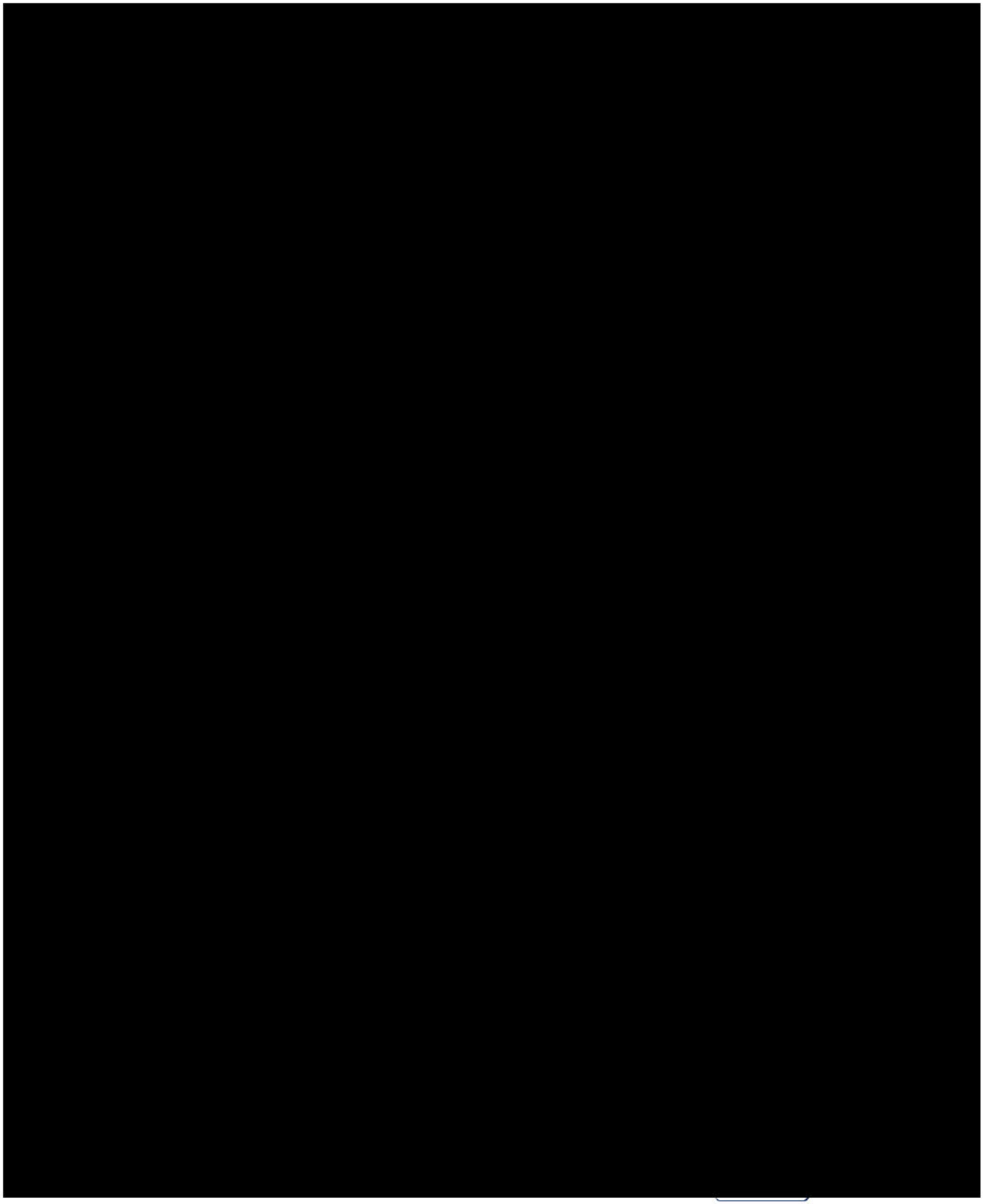
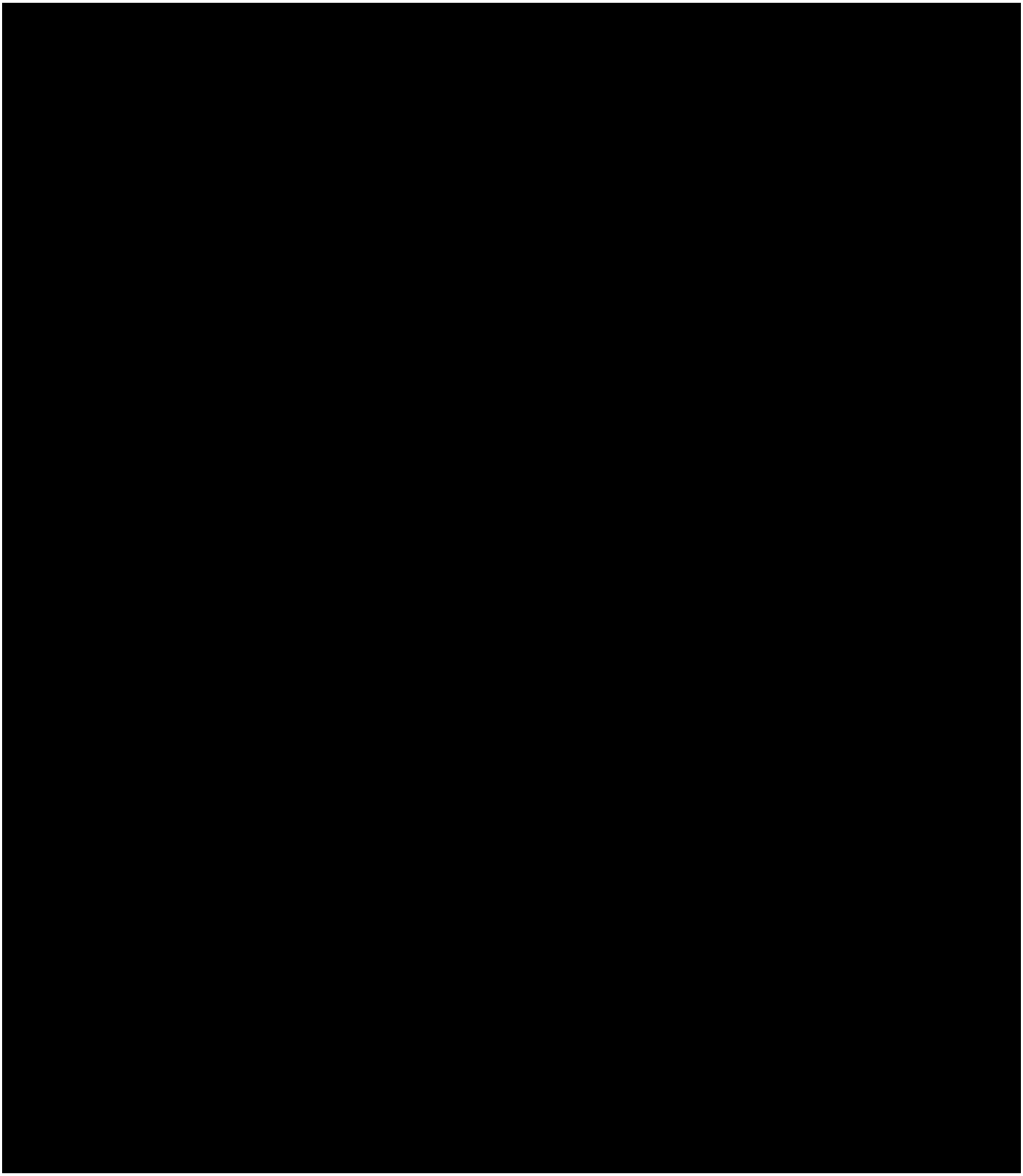
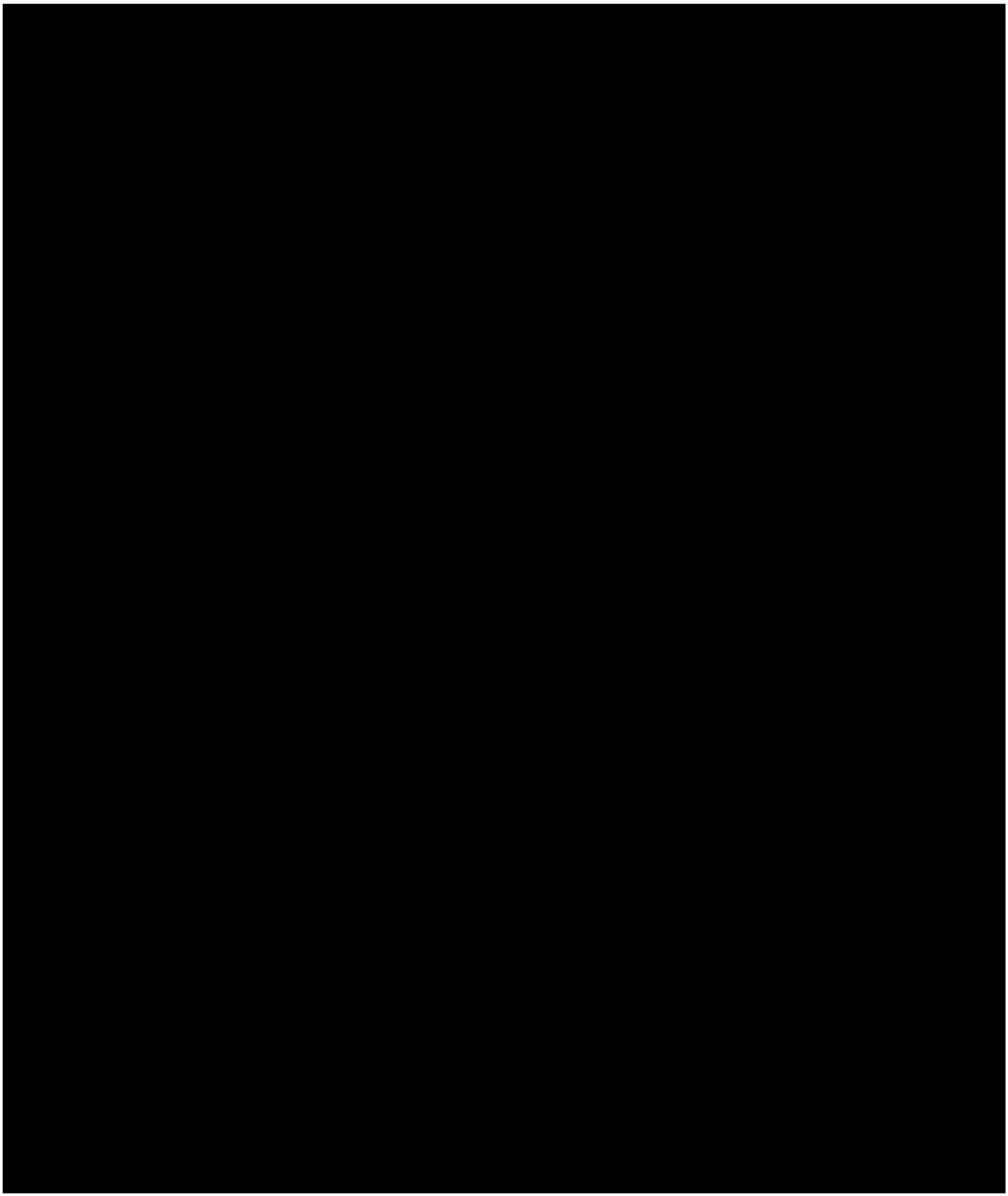
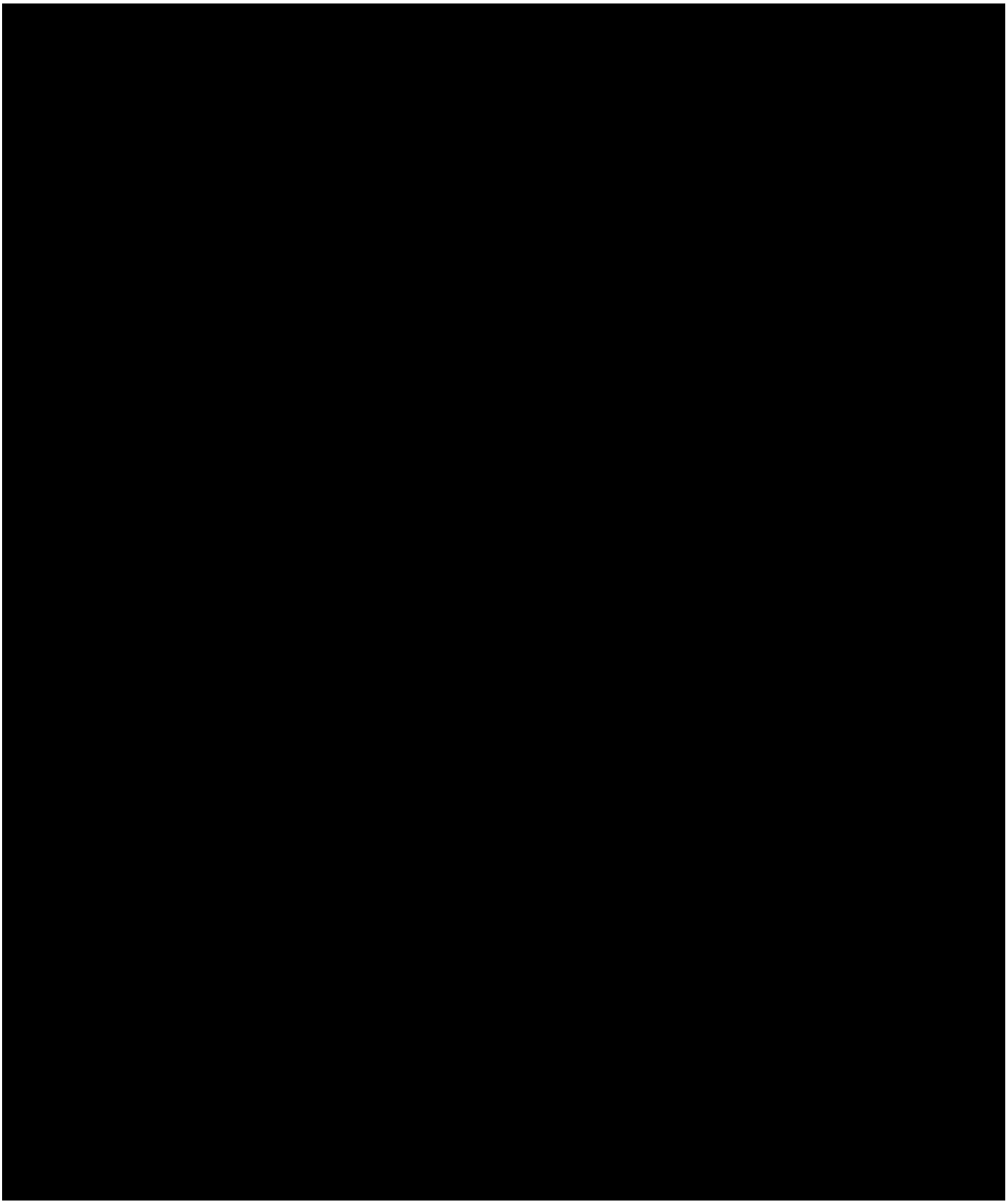
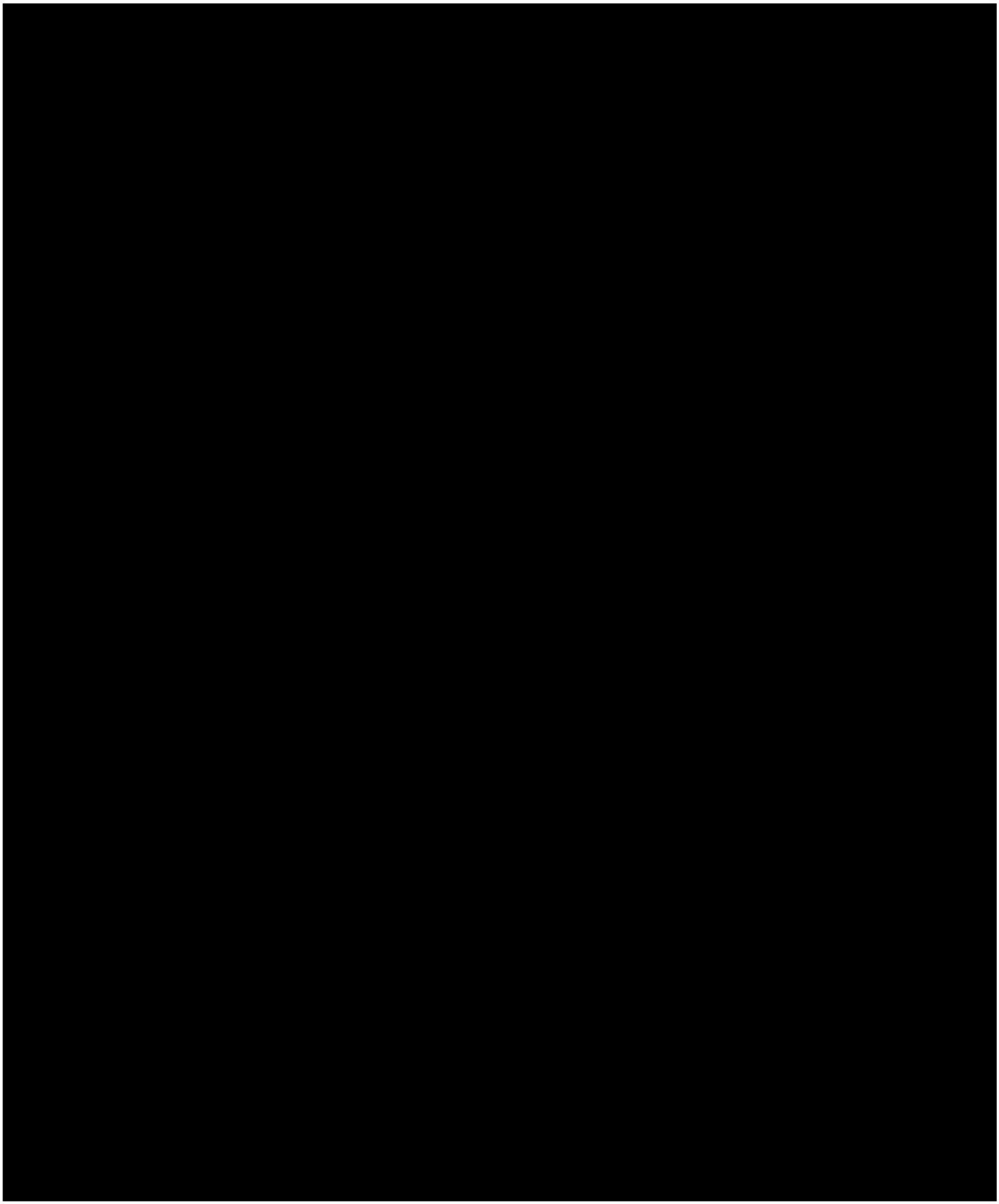
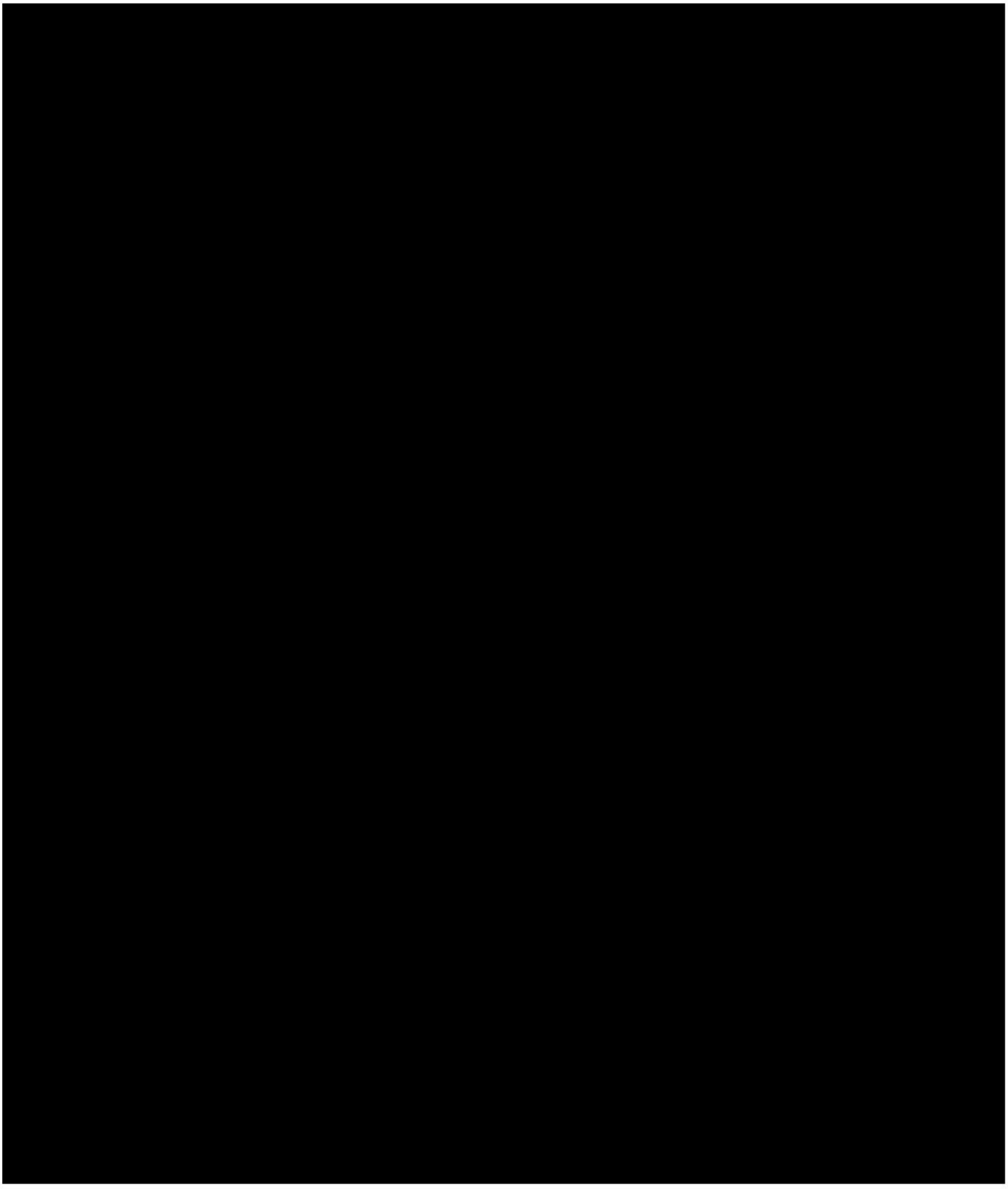


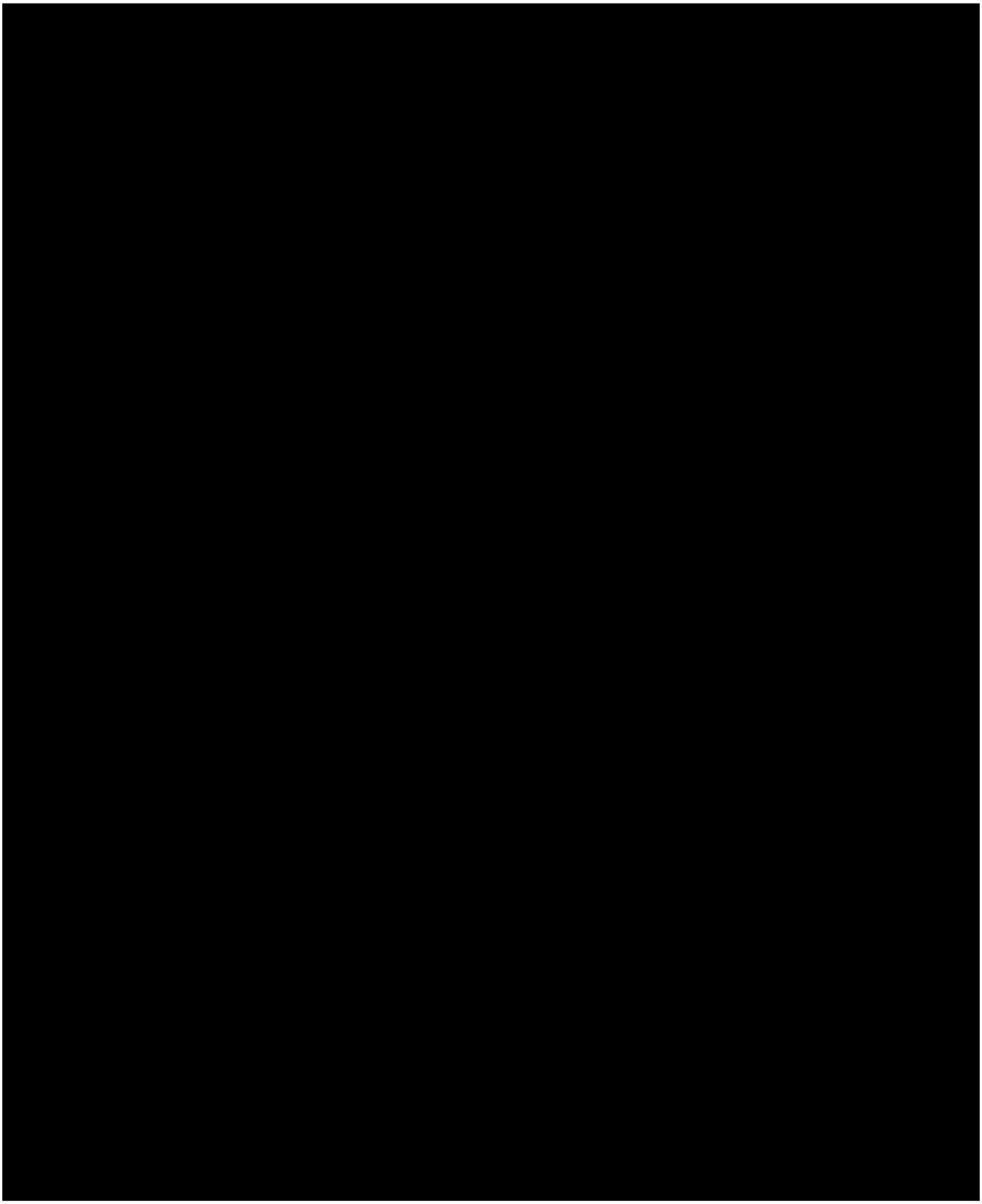


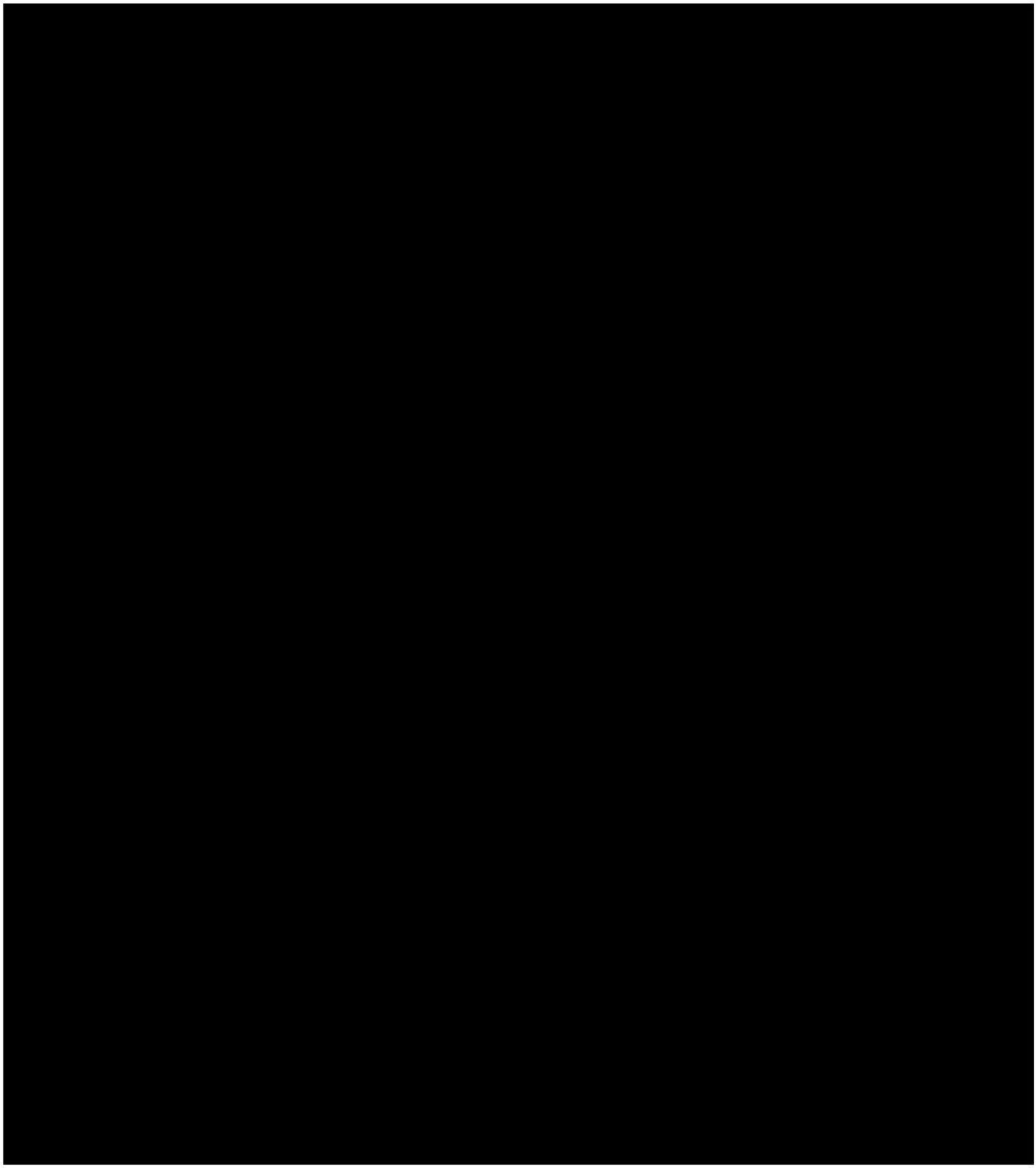












TAB
4

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE

AshBritt

EVALUATION CRITERIA 3: FINANCIAL STABILITY

Tab 4. Evaluation Criteria 3: Financial Stability

Number of Years in Business

AshBritt has been a national leader in disaster response for more than 33 years, beginning with our first disaster response mission following Hurricane Andrew (1992). Shortly thereafter (October 1992), AshBritt was incorporated in the State of Florida and has since completed more than 600 emergency response and disaster recovery projects across the United States. Charley Toppino & Sons was founded in 1947 and multiple generations of the Toppino family have supported the local Florida Keys over the past 100+ years. The two companies formed a Joint Venture dedicated exclusively to disaster clean-up and recovery operations within the Florida Keys. By combining the nation's leading disaster response expertise with deep local knowledge and long-standing community ties in Key West, the joint venture is uniquely qualified to support post-storm recovery operations in the region.

Size of Projects Successfully Completed in the Past 5 Years

Access to immediate operational funds and longer-term credit is one of the most vital factors in ensuring the swift initiation and continued progress of response and recovery efforts. Following any large-scale, widespread disaster event, the City's resources, infrastructure, and processes may become overwhelmed. Reliable financial support and sound management are vital to a successful mission. As the nation's leading provider of disaster debris management services, AshBritt has substantial financial resources, capabilities, and experience. Our historical record and supporting financial documentation demonstrate these strengths. Importantly, we have the capital strength to accommodate increased cash flow demands throughout any disaster recovery mission and the capacity to assume extensive expenditures for prolonged periods (historically exceeding 150 days) before receiving any funds for our services.

Bonding: Single Job - $1 Billion / Aggregate - $2 Billion
Working Capital: Over $100 Million
Underwrote $100 Million for USACE Katrina Mission

We have a strong, steady record of paying all vendors and subcontractors following executed contracts. Moreover, we work with small businesses to accommodate shorter payment terms, as needed, to ensure that all companies, large and small, can actively participate in our recovery efforts and projects. With our capital reserves and our significant line of credit, as well as the ability to draw on resources from some of our long-standing business partners, we can simultaneously maintain and finance multiple large, extended projects. Examples of AshBritt's specific ability to initiate and maintain a strong workforce and financial stability include:

Year	Disaster(s)	Funds
2024	Hurricane Helene and Hurricane Milton Size of Workforce Managed: Over 4,000 pieces of heavy equipment	$1,000,000,000
2022	Hurricane Ian and Kentucky Flooding Size of Workforce Managed: Over 1,000 pieces of heavy equipment	$649,500,000
2018	Hurricane Michael Size of Workforce Managed: Over 800 pieces of heavy equipment	$274,400,000
2017	USACE Northern California Wildfires Size of Workforce Managed: Over 2,000 pieces of heavy equipment	$307,100,000
2017	Hurricane Irma Size of Workforce Managed: Over 1,500 pieces of heavy equipment	$181,000,000

Year	Disaster(s)	Funds
2016	Hurricane Matthew Size of Workforce Managed: Over 500 pieces of heavy equipment	$88,600,000
2012	Hurricane Sandy Size of Workforce Managed: Over 1,800 pieces of heavy equipment	$228,600,000
2005	Hurricane Katrina Size of Workforce Managed: Over 12,400 pieces of heavy equipment	$733,700,000

AshBritt has completed nearly 100 disaster debris management and emergency logistical projects across the U.S. over the past five years, managing more than 42,189,000 CY of debris. Our specific experience performing the type of work described in this solicitation over the past five years is included in the table on the following pages.

**** Please see the following pages for AshBritt's 5-Year Project History Table ****

Client	ST.	Event	Description of Services Provided	Start	End	Cost	Amount (CY)	Client Point of Contact
Rhode Island Emergency Management Agency	RI	Winter Storm Hernando	AshBritt provided snow collection and hauling, snow blowing, and snow melting services across 20 separate jurisdictions utilizing 168 pieces of equipment.	02/26/26	03/03/26		Hourly Work	Marc Pappas 401-462-7131 marc.pappas@ema.ri.gov
Massachusetts Emergency Management Agency	MA	Winter Storm Hernando	AshBritt provided snow collection and hauling, snow blowing, and snow melting services across 22 separate jurisdictions utilizing 303 pieces of equipment.	02/25/26	03/02/26		Hourly Work	Dawn Brantley 508-820-2010 dawn.brantley@mass.gov
Norfolk	VA	Winter Storm Gianna	8 plow/spreader crews to pre-treat roads and plow snow	01/31/26	02/01/26	$380,256.00	Hourly Work	Kenneth Wilder 757-536-5007 kenneth.wilder@norfolk.gov
Alexandria	VA	Winter Storm Gianna	AshBritt provided 4 rubbertired wheel loaders ad 12 dump trucks to load and haul snow to two (2) designated dump areas in the city and one (1) melterjust outside of the city. Once those operations were underway, the city requested 20 skid steers to support operations on sidestreets, parking lots, and alleyways. Ashbritt mobilized all 20 skid steers in less than 24-hours from the request made by the city.	01/30/26	02/03/26	$891,580.00	Hourly Work	Ken Lett 703-254-4446 ken.lett@alexandria.gov
Atlanta	GA	Winter Storm Gianna	Utilized 20 spreaders to spread salt throughout metro area in preparation for the winter storm.	01/29/26	01/31/26	$146,620.00	Hourly Work	Ibrahim Abousaud 404-323-1251 iabousaud@atlantaga.gov
Richmond	VA	Winter Storm Fern	Within 4 hours of NTP, we established (2) 50-person Overnight Warming Centers with 4 dedicated staff each (2 per 8-hour shift) and (1) 100-person weekend shelter.	01/28/26	02/10/26	$130,526.50	2	Amy Popovich 804-904-9095 amy.popovich@rva.gov
Mecklenburg	VA	Winter Storm Fern	Delivered and set up (2) 125kw generators with 100' of cables each and connections to transfer switches.	01/26/26	02/02/26	$20,110.00	2	CJ Dean 434-917-2106 cdean@southhillva.org
Alexandria	VA	Winter Storm Fern	We provided 22 snow plowing/spreader crews with supervision.	01/25/26	01/29/26	$705,299.00	Hourly Work	Ken Lett 703-254-4446 ken.lett@alexandria.gov
Rockville	MD	Winter Storm Fern	AshBritt proactively mobilized and staged (5) Rubber Tire Loaders, (10) 15-cubic-yard dump trucks, experienced equipment operators, and (2) on-site foremen in response to the City of Rockville's request for 24-hr snow management support ahead of Winter Storm Fern. Between January 25 and January 27, 2026, our crews worked in close coordination with City staff to perform rapid roadway clearance, including snow and ice removal, along designated emergency response routes and critical transportation corridors. Operations were executed under a coordinated dispatch and communications structure, enabling real-time situational awareness, efficient tasking, and timely resource allocation across impacted areas.	01/25/26	01/27/26	$338,790.00	Hourly Work	John W. Hollida 240-314-8576 jhollida@rockvillemd.com
Louisville-Jefferson County	KY	Winter Storm Fern	10 snow plow/spreader crews (5 smaller/5 larger)	01/25/26	01/28/26	$621,233.00	Hourly Work	Wes Syndor 502-310-8487 wesley.syndor@louisville.gov
Atlanta	GA	Winter Storm Fern	Utilized 20 spreaders to spread salt throughout metro area in preparation for the winter storm.	01/24/26	01/26/26	$182,231.00	Hourly Work	Ibrahim Abousaud 404-323-1251 iabousaud@atlantaga.gov
South Carolina Department of Transportation	SC	Winter Storm Fern	AshBritt deployed and staged 40 four-person emergency push crews to support District 2 in advance of and during Winter Storm Fern. District 2 includes eight counties. Each AshBritt emergency push crew was fully equipped to conduct rapid clearance of downed trees and vegetative debris from state roadways, prioritizing life safety, emergency response routes, and critical transportation corridors. Crews operated under a coordinated dispatch and communications structure to ensure timely response, situational awareness, and efficient allocation of resources across all eight counties.	01/24/26	01/26/26	$451,000.00	Hourly Work	Dustin S. Turner 864-992-3960 turnerds@scdot.org
Texas Division of Emergency Management	TX	Texas Severe Storms, Straight-line Winds, and Flooding	In just 83 days, AshBritt collected and managed 775,000 CY of mixed debris (vegetation, C&D, vehicles, and white goods) from ROW, waterways, and 633 private properties using 206 specialized units. The operation prioritized local impact by hiring five local companies and 20 local residents to support missions across Kerr County. Key achievements included restoring the Kerrville Potable Water Plant within 96 hours, managing two Debris Management Sites, and processing 250,000 CY of mulch, 50% of which was sustainably reused as compost.	07/25/25	10/15/25	$40,000,000.00	775,000	Sherri D. LaCour 737-703-8199 sherri.lacour@tdem.texas.gov
USACE	GA	Hurricane Helene	J. Strom Thermond Reservoir - Hazardous tee work (limbs, trunks, and stumps). Included removal, collection, hauling, and site management. This is the first time an ACI contract was used with non-FEMA funds.	07/15/25	09/17/25	$11,240,000.00	216,000	Henry Way 770-250-8555 henry.s.way@usace.army.mil
Louisville-Jefferson County	KY	Severe Storms and Flooding	26 Emergency Road Clearance Crews, 3 Sweeper Trucks, 5 Muck Crews, and 3 Grapple Trucks performed emergency debris removal and mud clearing across numerous city streets, roads, and public spaces.Our crews operated 12–15 hours daily, focusing effort on downtown Louisville aimed to restore all areas to their original condition within 10 days. Our swift restoration efforts were crucial to ensure the city was ready to host Kentucky Derby-related activities on schedule. Additionally, to support public health needs after many city restrooms were flooded and rendered inoperable, we supplied: 27 Standard Porta-Johns, 10 ADA-Compliant Porta-Johns, and 11 Handwashing Stations.	04/03/25	04/26/25	$2,500,000.00	Hourly Work	Amy Rose 502-919-0172 amy.rose@louisvilleky.gov
Virginia Department of Transportation	VA	Winter Storm Kingston	Scope of Project: AshBritt provided 10-15 emergency snowplows to each city (130 total) and provided emergency salt deliveries to several cities as well. Our primary focus was to clear interstates and primary and secondary roadways as assigned by each jurisdiction.	02/18/25	02/23/25	$5,800,000.00	Hourly Work	Bill Collier 757-956-3006 w.collier@vdot.virginia.gov
New Mexico Department of Homeland Security and Emergency Management	NM	Severe Storm and Flooding	Provided ROW debris removal (40k CY), waterway debris removal (6 waterway sections - 150k CY), PPDR (3K CY), and the removal of 12,000 trees.	02/04/25	05/29/25	$56,000,000.00	193,000	Megan Martinez 505-373-7365 megan.martinez@dhsem.nm.gov
USACE	NC	Hurricane Helene	Implementing our own ADMS, AshBritt/TMSAB removed 26,559 CY of vegetative and C&D debris, 2,905 tons of soil and silt, and 3,338 tons of RACM (asbestos) from 752 properties in Polk County, Rutherford County, and Buncombe County. We also demolished 50 properties.	02/04/25	11/21/25	$84,990,490.97	26,559	Paul Dierker 618-381-0589 paul.s.dierker@usace.army.mil
USACE	NC	Hurricane Helene	Implementing our own ADMS, AshBritt provided private property debris removal for 4,813 parcels in Buncombe County. AshBritt removed 222,398 CY of vegetative and C&D debris and 7,628 tons of soil and silt.	02/04/25	11/21/25	$352,340,997.92	222,398	Paul Dierker 618-381-0589 paul.s.dierker@usace.army.mil
USACE	NC	Hurricane Helene	AshBritt/TMSAB provided waterway debris removal in Mt. Holly, Union County, and Wilkes County. Our services included collection, hauling, reduction, and disposal of waterway debris, establishment and management of temporary offloading sites, and the development and management of 6 TDSR locations.	02/01/25	11/20/25	$84,094,611.03	438,589	Paul Dierker 618-381-0589 paul.s.dierker@usace.army.mil

Client	ST.	Event	Description of Services Provided	Start	End	Cost	Amount (CY)	Client Point of Contact
USACE	NC	Hurricane Helene	AshBritt provided waterway debris removal across Western North Carolina. Our services included collection, hauling, reduction, and disposal of waterway debris, establishment and management of temporary offloading sites, and the development and management of TDSR locations.	02/01/25	11/20/25	$1,078,167,061.07	4,737,756	Paul Dierker 618-381-0589 paul.s.dierker@usace.army.mil
Louisville-Jefferson County	KY	Winter Storms	Deployed 12 plows and two supervisors to snow plow.	01/09/25	01/12/25	$304,927.00	Hourly Work	Amy Rose 502-919-0172 amy.rose@louisvilleky.gov
Atlanta	GA	Winter Storms	Deployed 10 trucks to spread salt along City roadways.	01/09/25	01/12/25	$317,818.00	Hourly Work	Ibrahim Abousaud 404-323-1251 iabousaud@atlantaga.gov
Virginia Department of Emergency Management	VA	Severe Winter Storms	Our comprehensive effort involved the deployment of 30 water tankers, each with an 8,000-gallon capacity, to numerous hospitals and healthcare centers, nursing centers, Veterans Center and key government buildings to ensure uninterrupted water supply during the crisis. Key services included: Emergency Water Supply: Delivered water from temporary fill stations establish for relay operations and pressurized building water systems to maintain operational functionality. Support for Boiler Units: Supplied water to boiler systems, ensuring the continued operation of critical heating systems during extremely frigid temperatures. Emergency Diesel Fuel Services: Delivered diesel fuel to essential sites to support emergency operations also set up stationary fuel station. Public Points of Distribution: Facilitated public access to potable water by supporting Points of Distribution (PODs) across the affected region. Mobilization from NTP to first unit deployed onsite 7.25 hrs	01/06/25	01/18/25	$1,350,000.00	Hourly Work	Jason Eaton 804-296-6565 jason.eaton@vdem.virginia.gov
Palm Beach County SWA	FL	Hurricane Helene	Conducted ROW vegetative and C&D debris collection, management of 2 DMS, reduction of debris through grinding and compaction, and haul out and disposal services. Also provided rental containers.	11/07/24	12/21/24	$2,976,590.55	144,780	Paul Gonsalves 561-640-4000 ext. 4716 sgonsalves@swa.org
USACE	NC	Hurricane Helene	Collection, hauling, reduction, and disposal of ROW vegetative debris and soil and sediment across multiple jurisdictions.	10/28/24	06/10/25	$208,862,085.00	2,076,679	Paul Dierker 618-381-0589 paul.s.dierker@usace.army.mil
USACE	GA	Hurricane Helene	Collection, hauling, reduction, and disposal of ROW vegetative debris across 10 jurisdictions using 250 unique hauling units and 51 leaner/hanger/stump crews. AshBritt established and managed 12 TDSR sites, reducing debris via grinding. Altogether AshBritt managed 67,745 truck loads of ROW debris and 13,488 truck loads of mulch.	10/28/24	04/07/25	$123,520,233.00	2,993,787	Aaron Johnson 916-963-0047 aaron.n.johnson@usace.army.mil
Martin County	FL	Hurricane Milton	Conducted ROW vegetative and C&D debris collection and direct hauled it to a final disposal location.	10/24/24	11/21/24	$240,508.00	27,219	Jim Gorton 772-260-8048 Jgorton@martin.fl.us
Orlando	FL	Hurricane Milton	Conducted ROW vegetative and C&D debris collection and direct hauled it to a final disposal location.	10/22/24	12/20/24	$188,612.25	7,838	Joe England 407-246-4125 joseph.england@orlando.gov
Brevard County	FL	Hurricane Milton	ROW debris collection (vegetative and C&D) utilizing 15 subcontractors and 69 unique hauling units. Management of 1 DMS.	10/19/24	12/31/24	$1,590,596.00	107,828	Tom Mulligan 321-543-1547 Thomas.Mulligan@brevardfl.gov
St. Johns County	FL	Hurricane Milton	Vegetative ROW mission, direct haul to disposal site.	10/18/24	11/11/24	$562,715.00	21,858	Greg Caldwell 904-209-0266 gcaldwell@sjcfl.us
Punta Gorda	FL	Hurricane Milton	95% C&D, 5% vegetative debris ROW mission and CPDR.	10/16/24	01/10/25	$202,843.00	24,290	Thomas Macy 941-575-5063 tmacy@cityofpuntagordafl.com
Orange County	FL	Hurricane Milton	ROW vegetative and C&D debris removal utilizing 81 unique hauling units at peak operations, including the operation of 2 DMS.	10/16/24	01/10/25	$2,449,862.00	123,831	Ralphetta Aker 407-836-8011 Ralphetta.aker@ocfl.net
Polk County	FL	Hurricane Milton	ROW debris removal of 19,208 loads of vegetative and C&D debris utilizing 118 unique hauling units. AshBritt operated 9 DMS to support this expansive operation.	10/14/24	03/13/25	$14,800,361.00	839,402	Michael Teate 863-535-2200 michaelteate@polk-county.net
Florida Division of Emergency Management	FL	Hurricane Milton	4 office trailers with furniture (2 office style and 2 conference style) in Live Oak, FL	10/11/24	01/08/24	$249,772.50	4	Tiffany Gary 448-229-2182 tiffany.gary@em.myflorida.com
Collier County	FL	Hurricane Milton	ROW debris removal utilizing 2 subcontractors, 10 unique hauling units, and 1 DMS. Also provided 6 vacuum trucks for floodwater relocation.	10/11/24	11/21/24	$649,917.00	34,027	Marshal Miller 239-206-0062 marshal.miller@colliercountyfl.gov
Manatee County	FL	Hurricane Milton	C&D debris removal, sand screening, and sand removal mission that utilized 123 unique hauling units at peak operations. AshBritt managed 8,206 loads of debris and sand throughout this operation, direct hauling to two sand disposal sites, one recycling facility, and the County landfill. We also managed 1 DMS.	10/11/24	12/21/24	$8,983,229.00	152,980	Jim Renneberg, P.E. 941-290-8354 jim.renneberg@mymanatee.org
Tampa	FL	Hurricane Milton	Conducted ROW vegetative and C&D debris collection, management of 3 DMS, and hazardous tree/limb removal	10/11/24	01/12/25	$14,064,635.00	448,180	Stephen Swan 707-980-8972 stephen.swan@tampagov.net
Hillsborough County	FL	Hurricane Milton	Collected and managed ROW vegetative and C&D debris, citizen drop off debris, leaners and hangers, and stump removal. AshBritt has removed 16,788 hanging limbs, 36 trees, and 4 stumps and managed 3 DMS.	10/11/24	06/29/25	$32,228,378.38	1,236,918	Diana Arroyo 813-416-0311 arroyo@hillsboroughcounty.org
Fountain Inn	SC	Hurricane Helene	Comprehensive ROW debris removal operations. In just 20 days, we collected 203 loads of debris from ROWs and disposed of mulched debris as directed by the City.	10/10/24	11/11/24	$165,885.00	11,289	Russell Slatton 864-531-0644 russell.slatton@fountaininn.org
South Carolina Department of Transportation	SC	Hurricane Helene	AshBritt mobilized and began operating 25 emergency push crews within 36 hours to provide emergency road clearance services across 4,500 miles of roadway in Anderson, Abbeville, McCormick, and Edgefield Counties. We then provided ROW crews to collect, haul, reduce, and dispose of vegetative debris from state roads within these counties. In addition, we removed 64,000 hanging limbs, 21,000 hazardous trees, and 4,680 stump root balls. Our operations generated 486,029 CY of mulch, half of which was re-	10/10/24	03/10/25	$30,825,898.00	975,000	J. Cruz Wheeler 803-737-6396 wheelerjc@scdot.org
Hephzibah	GA	Hurricane Helene	ROW debris removal and the operation of 1 DMS.	10/09/24	02/21/25	$2,349,006.00	156,564	Robert J. Buchwitz 706-799-5704 rjbuchwitz@icloud.com
Dasher	GA	Hurricane Helene	ROW vegetative and C&D removal, 2 DMS, 210 hazardous hanging limbs and 4 hazardous leaning trees, mulching and disposal.	10/09/24	11/19/24	$861,588.50	98,765	Bill Hatfield 229-251-6989 bhatfield4dasher@gmail.com
Palm Beach County	FL	Hurricane Milton	800 KW Generator in Lake Worth, FL	10/09/24	10/17/24	$35,000.00	1 Generator	Justin Klosenberg 561-762-6320 jklosenb@pbc.gov
Lake Park	GA	Hurricane Helene	ROW vegetative and C&D removal, 1 DMS, 274 hazardous hanging limbs, 2 hazardous fallen trees, and 26 hazardous leaning tree, mulching and disposal.	10/08/24	11/19/24	$601,446.25	48,888	Lisa B Johnson 229-559-7470 ljohnson@cityoflakeparkga.com

Client	ST.	Event	Description of Services Provided	Start	End	Cost	Amount (CY)	Client Point of Contact
Charlotte County	FL	Hurricane Milton	AshBritt was contracted to perform diverse debris removal and restorative scopes of work, ultimately removing 391,129 CY of debris via Right-of-Way (ROW) collection and barge removal from barrier islands including Little Gasparilla Island, Don Pedro Knight Island, and Hellewah Isles, alongside Debris Management Site (DMS) Management. A major specialized effort involved Sand Screening across Manasota Key and Don Pedro Knight Island, resulting in the successful screening and stockpiling of over 115,000 CY of sand. This comprehensive restoration also included essential infrastructural repairs such as cleaning 131 Inlets/Catch Basins and 8,456 linear feet of stormwater pipe to remove sand and silt buildup in Manasota Key's drainage system. In addition to large-scale debris management, AshBritt handled targeted specialized tasks. This included the demolition of 10,690 sq. ft. of damaged boardwalk at Chadwick Park, which involved permitting, structure removal, and final site grading. Furthermore, extensive Mud and Silt Removal was required in the City of Punta Gorda where streets and key municipal facilities–such as City Hall, the Justice Building, and the Convention Center–were covered in a thick layer of sediment, requiring a combination of heavy equipment and manual labor to restore accessibility. AshBritt utilized 20 subcontractors and 234 unique hauling units, and	10/07/24	05/02/25	$29,266,317.00	344,117	John Elias 941-628-2662 John.Elias@charlottecountyfl.gov
Seminole	FL	Hurricane Milton	Removal of 1,032 loads of debris from public ROWs for direct haul to a transfer station.	10/07/24	11/15/24	$579,864.00	44,982	Rodney Due 970-209-1455 rdue@myseminole.com
Florida Division of Emergency Management	FL	Hurricane Helene	Debris removal from waterways across 15 counties. Debris types included vegetative debris, C&D, mixed debris, white goods, e-waste, and HHW. Managed 12 DMS and executed a small PPDR mission.	10/07/24	05/12/25	$87,070,000.00	480,686	Porschicia Griffith 850-591-0919 porschica.griffith@em.myflorida.com
Remerton	GA	Hurricane Helene	ROW vegetative debris removal, 1 DMS, 23 hazardous hanging limbs, and disposal.	10/06/24	10/21/24	$12,222.50	1,369	James Horne 229-244-8624 jhorne@cityofremerton.com
Hahira	GA	Hurricane Helene	ROW vegetative and C&D removal, 1 DMS, 125 hazardous hanging limbs, 4 hazardous fallen trees, and 1 hazardous leaning tree, mulching and disposal.	10/06/24	11/21/24	$347,409.75	19,461	Jonathan Sumner 229-560-0359 jsumner@hahiraga.gov
Leon County	FL	Hurricane Helene	Removal of vegetative debris from the ROW, management of 1 DMS, reduction of vegetative debris via mulching, haul off of reduced vegetative material to a beneficial reuse location. 2 passes were completed on each street.	10/05/24	12/08/24	$622,675.00	36,895	Brent Pell 850-354-2252 pellb@leoncountyfl.gov
Tampa	FL	Hurricane Helene	ROW collection and hauling of vegetative, mixed, and C&D debris to 2 DMS and 1 landfill.	10/05/24	10/14/24	$155,288.85	27,161	Stephen Swan 707-980-8972 stephen.swan@tampagov.net
Livingston Parish	LA	Hurricane Ida	Post-event removal of debris and obstructions from waterways and culverts damaged by Hurricane Ida. This work included clearing vegetation, removing fallen trees and stumps, and managing debris at designated disposal sites. AshBritt also reduced storm debris through grinding or burning and disposed of hazardous waste. Additionally, AshBritt provided technical program management assistance to Parish officials, including documentation and inspection of debris removal activities for reimbursement via the CBDG program.	10/04/24	12/31/24	$2,636,345.83	33,769	Shannon Dyer 225-247-8883 depdirector.eoc@livingstonparishla.gov
Lowndes County	GA	Hurricane Helene	ROW vegetative debris removal and management of 3 DMS.	10/04/24	11/21/24	$18,070,718.75	1,271,514	Ashley Tye 229-671-2400 atye@lowndescounty.com
Valdosta	GA	Hurricane Helene	ROW vegetative and C&D removal, 2 DMS, 5,368 hazardous hanging limbs,134 fallen hazardous trees, and 307 hazardous leaning trees, mulching and disposal.	10/04/24	11/21/24	$17,383,097.00	1,383,712	Richard Hardy 229-630-2074 rhardy@valdostacity.com
Pooler	GA	Hurricane Helene	Performed ROW vegetative debris removal, managed 1 DMS, and reduced debris via grinding for final disposal.	10/04/24	11/04/24	$192,818.15	11,888	Rachael Brown 912-330-8650 rbrown@pooler-ga.gov
Chatham County	GA	Hurricane Helene	Management of 2 Points of Distribution.	10/04/24	10/14/24	$465,580.00	2 PODs	Randall Matthews 912-658-7847 rjmathews@chathamcounty.gov
Chatham County	GA	Hurricane Helene	ROW vegetative and C&D removal, 3 DMS, 23,288 hazardous hanging limbs, 2,746 fallen hazardous trees, and 4,952 hazardous leaning trees, mulching and disposal.	10/04/24	02/17/25	$3,133,017.00	177,338	William Wright 912-652-6969 wewright@chathamcounty.org
Savannah	GA	Hurricane Helene	ROW collection of vegetative debris, removal, DMS operations with reduction by grinding and final haul out of mulch.	10/04/24	02/07/25	$1,975,541.00	100,000	Quhannah Andrews 912-651-6915 qandrews@savannah.gov
Alachua County	FL	Hurricane Helene	Provided post-disaster ROW debris collection utilizing 17 subcontractors, 119 unique hauling units, and 3 DMS.	10/03/24	02/11/25	$4,134,919.00	203,568	Gus Olmos 652-548-1282 gus@alachuacounty.us
Hillsborough County	FL	Hurricane Helene	ROW collection, management of 3 DMS, and disposal of C&D debris.	10/03/24	10/14/24	$62,277.11	12,482	Diana Arroyo 813-416-0311 arroyo@hillsboroughcounty.org
Greenville County	SC	Hurricane Helene	AshBritt was onsite in within 48 hours following Hurricane Helene preparing to mobilize a significant right-of-way debris mission. We had 55 haulers operating within the County in just 96 hours and ultimately established 5 DMS throughout the working areas. Due to this strategic resource allocation and consistent coordination with the County, we were able to clear 127 roads of fallen trees within the first few days of operation, reopening traffic and supporting local recovery efforts. At peak operations, we utilized 8 subcontractors and 141 unique hauling units.	10/02/24	04/05/25	$17,005,405.00	1,126,203	Hesha Gamble 864-467-4612 hgamble@greenvillecounty.org
Bradenton Beach	FL	Hurricane Milton	AshBritt provided right-of-way debris collection services, including vegetative debris and construction and demolition debris staged along the roadway. Services also included site management and processing of collected materials, white goods collection with certified refrigerant removal, and final haul-out and disposal at approved facilities.	10/01/24	12/13/24	$718,336.55	13,208	John Cosby 941-778-6311 jcosby@cityofbradentonbeach.com
Asheville	NC	Hurricane Helene	9 truck loads of palleted water; 114 pallets of water; 14, 364 cases of water	09/29/24	10/04/24	$151,200.00	Emergency Logistics	Mike Coggins 828-259-5636 mcoggins@ashevillenc.gov
Marta Franks Senior Center	SC	Hurricane Helene	Marta Franks Senior – Laurens Sc – 48 ft reefer trailer	09/28/24	10/08/24	$10,500.00	Emergency Logistics	Kim South 843-518-1131 ksouth@leadingagessc.org
Florida Division of Emergency Management	FL	Hurricane Milton	Sarasota Volunteer Village base camp. We provided 12,500 meals.	09/28/24	12/05/24	$7,276,902.00	Base Camp	Tiffany Gary 448-229-2182 tiffany.gary@em.myflorida.com

Client	ST.	Event	Description of Services Provided	Start	End	Cost	Amount (CY)	Client Point of Contact
Virginia Department of Emergency Management	VA	Hurricane Helene	800 kw Generators for City of Galax, VA Wastewater treatment plant; 100-person basecamp in City of Abingdon, VA (provided 6,000 meals); 24 hr Fueling Ops in City of Abingdon, VA; 500KW Generator -Food city Warehouse Damascus; 100 Oxygen Bottle mission, in Lebanon, VA; 200kw and (3) 100kw generators with cabeling in Cedar Bluff; 100kw generator in Lebanon, VA; Generator Fueling Mission in multiple counties; Generators – 4-35kw units w/50 ft of cables each to Camp Joy Bluefield; 5 Light towers in Damascus; Push Pack items.	09/27/24	10/30/24	$1,850,500.00	Emergency Logistics	Jason Eaton 804-296-6565 jason.eaton@vdem.virginia.gov
Wesley Commons Senior Center	SC	Hurricane Helene	Wesley Commons Senior- Greenwood SC – 48 ft reefer trailer	09/27/24	10/08/24	$10,500.00	Emergency Logistics	Kim South 843-518-1131 ksouth@leadingagessc.org
Florida Division of Emergency Management	FL	Hurricane Milton	Tropicana Field - 8 shower units; 5,000 hygenia kits; tractor trailer loads of water/ice/Gatorade	09/27/24	10/25/24	$3,500,500.00	Emergency Logistics	Tiffany Gary 448-229-2182 tiffany.gary@em.myflorida.com
Manatee County	FL	Broken Sewer Line	Provided 5 Vac Trucks running 24 hour shifts for flood water relocation response in residential areas.	09/07/24	09/10/24	$143,640.00	Floodwater Relocation	Jim Renneberg, P.E. 941-290-8354 jim.renneberg@mymanatee.org
Manatee County	FL	Hurricane Debby	ROW collection of vegetative and C&D debris. Debris was direct hauled to final disposal facilities.	08/30/24	09/07/24	$173,025.88	9,344	Jim Renneberg, P.E. 941-290-8354 jim.renneberg@mymanatee.org
Leon County	FL	Hurricane Debby	Removal of vegetative debris from the ROW, management of 1 DMS, reduction of vegetative debris via mulching, removal of hazardous leaners/hangers, haul off of reduced vegetative material to a beneficial reuse location.	08/18/24	09/12/24	$326,709.00	14,966	Brent Pell 850-354-2252 pellb@leoncountyfl.gov
Florida Division of Emergency Management	FL	Hurricane Debby	(5) Basecamps: (1) 200-Person in Ocala; (2) 200-Person in Suwanee County; (1) 100-Person in Taylor County; and (1) 100-Person in Madison County. Ocala Camp: 3000 meals across 5 days; Madison Camp: 1200 meals across 4 days; Perry Camp: 900 meals across 3 days; Live Oak Camp: 13,080 meals across 28 days. Total Meals: 18,180	08/06/24	09/04/24	$12,500,000.00	Emergency Logistics	Tiffany Gary 448-229-2182 tiffany.gary@em.myflorida.com
Collier County	FL	Hurricane Debby	Provided 5 Vac Trucks running 24 hour shifts for flood water relocation response in residential areas.	08/05/24	08/08/24	$187,600.96	Floodwater Relocation	Erik Montalvo 239-252-8924 erik.montalvo@colliercountyfl.gov
Houston	TX	Hurricane Beryl	Removal of vegetative and C&D debris from the ROW, management of 3 DMS, removal of 16,377 hangers and 200 trees, and reduction and hauling of 294,842 CY of mulch.	07/23/24	09/29/24	$26,501,066.27	1,380,703	Veronica Lizama 281-841-1777 veronica.lizama@houstontx.gov
Fort Bend County	TX	Hurricane Beryl	AshBritt was activated to perform a Right-of-Way mission that encompassed the collection, reduction, and disposal of vegetative and C&D debris. We completed our first pass in 30 days, utilizing 110 hauling units at peak operations. We also performed a tree mission that utilized 22 tree/bucket crews at peak operations and resulted in the removal of 10,000 hangers. AshBritt has managed 4 TDSR locations and hauled debris (including 100,000 CY of mulch) to 3 final disposal sites.	07/23/24	09/24/24	$11,547,531.00	552,117	Scott Wieghat 281-238-3607 scott.wieghat@fortbendcountytx.gov
Jersey Village	TX	Hurricane Beryl	Removal of vegetative debris from the ROW, management of 1 DMS, reduction of vegetative debris, haul off of reduced vegetative material to a beneficial reuse facility.	07/20/24	08/14/24	$220,869.00	13,500	Austin Blees 713-466-2109 ablees@ci.jersey-village.tx.us
Harris County	TX	Hurricane Beryl	Removal of vegetative and C&D debris from the ROW, management of 6 DMS, and removal of 37,230 hangers, 298 leaners, and 16 stumps using over 225 crews and 433 unique hauling units at peak operations. All vegetative debris was reduced and taken to a TX Dept. of Environmental Quality approved facility where it was used for soil application and stabilization. AshBritt supplied over 225 debris management crews and spread them throughout three of the four precincts throughout the County. AshBritt performed more than 66% of the total debris removal countywide.	07/17/24	10/18/24	$27,702,710.45	1,473,000	Jennifer Almonte 202-805-0216 jennifer.almonte@pct3.hctx.net
Freeport	TX	Hurricane Beryl	Small tree mission, ROW, drop at City DMS	07/15/24	08/15/24	$1,077,732.00	62,000	Chief Chris Motley 979-236-4910 cmotley@freeport.tx.us
Pasadena	TX	Hurricane Beryl	Removal of vegetative and C&D debris from the ROW, management of 1 DMS, removal of leaners and hangers. All vegetative debris was reduced and utilized for beneficial reuse.	07/11/24	08/18/24	$2,726,927.00	162,000	Azel Carter 713-475-4977 acarter@pasadenatx.gov
Hopkins County	KY	Tornado and Straightline Winds	Removal of vegetative and C&D debris from the ROW and direct haul to 2 Final Disposal Sites. Removal of hazardous leaners/hangers.	06/03/24	07/22/24	$1,553,975.00	119,093	Jack Whitfield, Jr. 270-836-7297 judgeexecutive@hopkinscounty.net
Overland Park	KS	Tornado and Straightline Winds	Removal of vegetative debris and direct haul to City parks department for further processing.	05/28/24	06/11/24	$302,808.00	13,000	Brett Maasen 913-669-9636 brett.maasen@opkansas.org
Houston	TX	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	Removal of vegetative and C&D debris from the ROW, management of 3 DMS, reduction of vegetative debris, removal of 13,315 hazardous hangers and 787 leaners, haul off of reduced vegetative material to a beneficial reuse facility.	05/24/24	07/22/24	$19,703,842.09	1,004,309	Veronica Lizama 281-841-1777 veronica.lizama@houstontx.gov
Jersey Village	TX	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	Removal of vegetative debris from the ROW, management of 1 DMS, reduction of vegetative debris, haul off of reduced vegetative material to a beneficial reuse facility.	05/22/24	07/19/24	$168,508.00	26,000	Austin Blees 713-466-2109 ablees@ci.jersey-village.tx.us
Leon County	FL	2024 Tornadoes	Removal of vegetative debris from the ROW, management of 1 DMS, reduction of vegetative debris via mulching, removal of hazardous leaners/hangers, haul off of reduced vegetative material to a beneficial reuse location. AshBritt removed approximately 7,500 hazardous limbs from ROWs and parks.	05/15/24	08/08/24	$6,500,000.00	353,812	Brent Pell 850-354-2252 pellb@leoncountyfl.gov
Louisville	KY	Severe Storms, Straight-line Winds, Tornadoes, Landslides, and Mudslides	ROW collection of vegetative and C&D debris. Debris was direct hauled to final disposal facilities.	04/15/24	04/24/24	$76,063.00	8,200	Amy Rose 502-919-0172 amy.rose@louisvilleky.gov
Valdosta	GA	Severe Storms	Right of Way Vegetative Debris Collection.	04/15/24	04/23/24	$99,000.00	13,200	Richard Hardy 229-630-2074 rhardy@valdostacity.com
Virginia Department of Emergency Management	VA	Wildfire Logistical Support	AshBritt received a request from VDEM logistics for 2- Emergency Fuel trucks (1-4000 regular 1- 4000 diesel with attendants to dispense in fire and emergency units) in Luray, Va., to support the ongoing wildfires in the area. After providing pricing, an NTP from the State was received at 10:24 pm. Macro Fuel Services provided the fuel and trucks for us in this response. They arrived at the	03/22/24	03/25/24	$350,000.00	Fire Suppression Support	Jason Eaton 804-296-6565 jason.eaton@vdem.virginia.gov
Florida Department of Environmental Protection	FL	Spoil Island Cleanup	AshBritt was tasked by FDEP to remove homeless camp debris from a spoil island in Escambia County, FL	02/07/24	02/09/24	$3,050.00	24	Jay Sircy 850-245-2625 jay.sircy@floridaDEP.gov

Client	ST.	Event	Description of Services Provided	Start	End	Cost	Amount (CY)	Client Point of Contact
Isle of Wight County	VA	4-Alarm Warehouse Fire	The IOW Fire and EMS System was dispatched to 2068 Hwy Road shortly after 11 am on January 18, 2024, for a commercial structure fire called in by a third-party business owner, incident number 24-000169. AshBritt was contacted to initially provide support to the Fire Suppression Group due to the initial access challenges encountered in the facility. As the incident unfolded, several operational/logistical needs were required to support the operations and request. The ABML team worked with local and regional contractors to begin mobilizing debris removal assets (within 30 minutes on scene, equipment began to arrive) and formulating a plan for building access, cause and origin preservation, building stabilization, and hazardous materials runoff containment.The need for a hazmat cleanup contractor was identfied, and the IOW EM, along with the building owner, authorized ABML to contact a contractor with experience and a quick response time to assist. Ultimately, ABML provided 3 excavators, 1 generator, 5 mobile light towers, 1 mobile restroom trailer, 1 VAC truck, 1 hazmat cleanup trailer, water/coffee, and	01/18/24	01/19/24	$195,000.00	Fire Suppression Support	Will Drewery 757-615-2316 wdrewery@iseofwightus.net
Alexandria	VA	3-Alarm Warehouse Fire	The ABML team worked with local and regional contractors to begin mobilizing debris removal assets (within 45 minutes on scene, equipment began to arrive) and formulating a plan for content removal, cause and origin preservation, building stabilization, and debris disposal. As resources mobilized on the scene, ABML worked closely with the FIT to begin safely removing the contents, gaining access to the area of origin, and preserving multiple items related to the suspected cause of the fire. Additional structural issues were identified by Building and Fire Officials during the removal of the roof's components, and a partial collapse of the front building wall (Alpha Side) occurred. The need for building shoring was identified as the best method forward, and ABML placed the materials in service to complete the task. The investigation tent was in the area of the collapse; the contents were relocated to a storage container provided by the building owner at the request of the Fire Officials, and the tent was removed with no damage. ABML's team continued working during daylight hours and completed the final debris removal.	01/03/24	01/10/24	$1,500,000.00	Fire Suppression Support	Kevin Coleman 703-859-4695 kevin.coleman@alexandria.gov
Bergen County Utilities Authority	NJ	Emergency Waste Transport	The authority had a barge become inoperable at their port due to a draw bridge failing, thus the bridge was not able to be raised so that the barge could pass through. The barge had been filled with one million gallons of 5% biosolid sludge that was to be transported to the Passaic Valley Sewage Authority (PVSA). Once at PVSA the sewage was to be off-loaded and PVSA was going to turn the material into a product that can be used for beneficial reuse. We were asked by Bergen County to fill the immediate need of bringing in large tanker trucks (5500-8000 gallon) so that the contents of the barge could be pumped into the tanker trucks and then transport the material to PVSA, which was a 13-mile, one-way transport.	12/22/23	12/29/23	$155,702.00	Emergency Logistics	Gerald T. Reiner, Jr. 201-669-1601 greiner@bcua.org
Virginia Department of Emergency Management	VA	Quaker Run Fire	AshBritt located, purchased, and procured (3) 660-gallon Bambi buckets, (3) long lines, (3) 14,000-gallon pumpkin tanks, and (1) 5,000-gallon pumpkin tank for the Virginia Department of Emergency Management to be used in aerial wildland firefighting operations. The wildfire spanned 3,937 acres in Madison County.	11/10/23	12/15/23	$546,000.00	Fire Suppression Support	Jason Eaton 804-296-6565 jason.eaton@vdem.virginia.gov
Dasher	GA	Hurricane Idalia	ROW, DMS, Hazardous hanging limbs, Hazardous leaning trees, and hazardous stumps, disposal	10/14/23	12/20/23	$369,426.00	23,386	Bill Hatfield 229-251-6989 bhatfield4dasher@gmail.com
Leon County	FL	Hurricane Idalia	ROW debris collection, 1 DMS, Disposal	09/19/23	10/22/23	$373,956.49	22,807	Brent Pell 850-354-2252 pellb@leoncountyfl.gov
Hillsborough County	FL	Hurricane Idalia	Emergency Push, Hazardous Tree Limbs, ROW, 1 DMS, Haulout	09/15/23	09/25/23	$393,312.98	1,323	Diana Arroyo 813-416-0311 arroyo@hillsboroughcounty.org
Florida Department of Environmental Protection	FL	Hurricane Idalia	Hurricane Idalia caused significant damage to Florida's coastal waterways in multiple counties, resulting in thousands of trees and various debris falling into the waterways, creating hazards for boaters. The Florida Department of Environmental Protection (FDEP) assigned AshBritt to address this issue by collecting, reducing, and recycling/disposing of the debris in several affected waterways, including the Suwannee River, Steinhatchee River, and Santa Fe River, among others. AshBritt employed motorized barges with grapple cranes to remove the debris, which was then transferred to temporary offload sites and transported to 3 DMS and disposal or recycling facilities. In total, AshBritt removed nearly 100,000 cubic yards of debris from these waterways across seven impacted counties. We also executed a small PPDR mission.	9/12/2023	11/06/23	$10,688,042.06	94,000	Byron Ward 850-482-1678 byron.ward@floridadep.gov
Valdosta	GA	Hurricane Idalia	ROW, DMS, 2,102 hazardous hanging limbs, 39 hazardous leaning trees, and 52 hazardous stumps, Disposal	09/10/23	12/10/23	$7,250,000.00	490,683	Richard Hardy 229-630-2074 rhardy@valdostacity.com
Lowndes County	GA	Hurricane Idalia	ROW, DMS, 2,011 hazardous hanging limbs, 301 hazardous leaning trees, 54 hazardous stumps, disposal	09/06/23	01/15/24	$9,251,000.00	671,220	Ashley Tye 229-671-2400 atye@lowndescounty.com
Florida Division of Emergency Management	FL	Hurricane Idalia	A full-service base camp for the Division in Suwanee County, FL, as part of Hurricane Idalia response efforts. The full turnkey base camp included climate-controlled sheltering trailers; mobile shower trailers; mobile restrooms; a recreational area; all generated power; light towers; office trailers; laundry facilities/service; water treatment services; 24/7 security personnel; a dining hall buildout; a full-service kitchen preparing food onsite daily; and a check-in/check-out area. The camp fed and housed 600 first responders and military personnel who assisted the big bend area of Florida where Hurricane Idalia made landfall. This camp became operational within 36 hours of receiving a NTP and was capable of housing 1,000 people. We provided 36,000 meals.	08/31/23	09/21/23	$11,837,288.00	Base Camp	Tiffany Gary 448-229-2182 tiffany.gary@em.myflorida.com
Prairie Village	KS	Straightline Windstorm	ROW and Citizen drop off site collection	07/24/23	08/11/23	$500,730.00	37,000	James Carney 913-385-4644 jcarney@pekansas.com
Overland Park	KS	Straightline Windstorm	ROW and Citizen drop off site collection	07/17/23	08/09/23	$579,193.00	30,000	Mike Burton 913-484-2491 mike.burton@opkansas.org
Texas Division of Emergency Management	TX	Tornadoes	Provided a full-service, 150-person base camp in Harrison County, TX in response to a Tornado event that caused widespread power outages. This camp housed Texas National Guard and Emergency Responders. We mobilized and had the camp fully operational within 30 hours of the NTP. We provided 4,050 meals from this camp.	06/19/23	06/28/23	$1,500,000.00	Base Camp	Cody Hays 512-939-7611 cody.hays@tdem.texas.gov

Client	ST.	Event	Description of Services Provided	Start	End	Cost	Amount (CY)	Client Point of Contact
Fort Lauderdale	FL	Florida Severe Storms, Tornadoes, and Flooding	ROW Debris Collection and disposal. Also provided power, HVAC, and restoration services to Fort Lauderdale's eight story City Hall building. This was done within 36 hours. It included comprehensive restoration services such as power generation for the entire building, a chiller to power A/C system, and drying, dehumidifying, and sanitizing the entire building. In addition, 10,000 gallons of emergency fuel was provided as part of our disaster support contract.	04/14/23	05/12/23	$45,000,000.00	41,736	Melissa Doyle 954-828-6111 MDoyle@fortlauderdale.gov
Florida Division of Emergency Management	FL	Border Support	A full-service temporary support camp for the U.S. Army Airborne Division and the Florida Highway Patrol Department under the direction of FDEM in Monroe County, FL. This full turnkey camp includes climate-controlled sheltering trailers; mobile shower trailers; mobile restrooms; all generated power; light towers; office trailers; laundry service; water treatment services; 24/7 security personnel; a dining hall build-out; a full-service kitchen preparing food onsite daily; a check-in/check-out area; and a workout facility. The base camp is feeding and housing 100 law enforcement and military personnel. We provided 178,000 meals.	02/13/23	09/02/25	$38,998,270.40	Base Camp	James Bujeda 850-296-5535 james.bujeda@em.myflorida.com
Florida Division of Emergency Mgmt/Florida Department of Environmental Protection	FL	Hurricane Ian	Hurricane Ian brought challenges with high winds and a storm surge of nearly 12 feet in some areas, causing complicated debris issues in the waterways of Lee, Charlotte, and Collier counties. AshBritt deployed over 75 mechanical barges and additional equipment to collect nearly 1 million cubic yards of diverse debris, including vegetation, construction materials, hazardous waste, and vehicles. This large-scale debris removal mission required precision and expertise. Additionally, due to the presence of vessels in protected mangrove areas along the coast of Southwest Florida, AshBritt utilized aerial vessel and debris removal operations, employing helicopters to lift and transport sections of vessels and debris from these sensitive areas to aggregation sites for dismantling, recycling, and disposal. AshBritt managed 1 DMS.	11/19/22	10/05/23	$268,009,437.53	933,562	Porschicia Griffith 850-591-0919 porschica.griffith@em.myflorida.com
Florida Division of Emergency Management	FL	Hurricane Ian	PPDR and CPDR for 900 properties in Ft. Myers Beach, and the Islands of Sanibel, Captiva, North Captiva & Useppa. AshBritt provided demolition services for 218 of these properties.	11/19/22	10/21/23	$74,077,827.19	350,000	Porschicia Griffith 850-591-0919 porschica.griffith@em.myflorida.com
Brevard County	FL	Hurricane Nicole	ROW debris collection, reduction, and management of 1 DMS.	11/17/22	12/13/22	$1,021,278.00	62,239	Tom Mulligan 321-543-1547 Thomas.Mulligan@brevardfl.gov
Florida Department of Transportation - Charlotte County, FL	FL	Hurricane Ian	Conducted ROW vegetative and C&D debris collection and managed 1 DMS.	11/01/22	01/05/23	$553,334.00	37,000	Amarilys Perez 863-272-4885 amarilys.perez@dot.state.fl.us
Florida Department of Transportation - Polk County, FL	FL	Hurricane Ian	Conducted ROW vegetative and C&D debris collection and managed 1 DMS.	11/01/22	12/21/22	$180,859.00	3,350	Amarilys Perez 863-272-4885 amarilys.perez@dot.state.fl.us
Hillsborough County	FL	Hurricane Ian	Conducted ROW vegetative and C&D debris collection, management of 1 DMS, reduction of debris through grinding and compaction, and haul out and disposal services.	10/06/22	03/02/23	$11,832,546.00	656,000	Travis Barnes 813-209-3085 barnest@hillsboroughcounty.org
Orange County	FL	Hurricane Ian	Conducted ROW vegetative and C&D debris collection, management of 2 DMS, reduction of debris through grinding and compaction, and haul out and disposal services.	10/05/22	01/10/23	$5,255,936.00	355,000	Ralphetta Aker 407-836-8011 Ralphetta.aker@ocfl.net
Orlando	FL	Hurricane Ian	Conducted ROW vegetative debris collection, management of 1 DMS, reduction of debris through grinding and hauling of reduced debris to final disposal.	10/05/22	11/27/22	$1,230,293.00	75,400	Joe England 407-246-4125 joseph.england@orlando.gov
Tampa	FL	Hurricane Ian	Conducted ROW vegetative and C&D debris collection, management of 3 DMS, removal of white goods and freon removal services, reduction of debris through grinding and compaction, and haul out and disposal services.	10/05/22	12/09/22	$928,449.00	55,943	Larry Washington 813-521-2227 larry.washington@tampagov.net
St. Johns County	FL	Hurricane Ian	Conducted ROW vegetative and C&D debris collection, Debris Management Site management, removal of white goods and freon removal services, reduction of debris through grinding and compaction, and haul out and disposal services.	10/05/22	12/07/22	$698,521.00	46,000	Greg Caldwell 904-209-0266 gcaldwell@sjcfl.us
Collier County	FL	Hurricane Ian	Conducted Right of Way vegetative and C&D debris collection (including 11,225 pounds of HHW), management of 5 DMS, reduction of debris through grinding and compaction, hazardous tree and limb removal, and haul out and disposal services. AshBritt also provided the County with 27,140 catered meals.	10/03/22	02/08/23	$26,130,026.00	1,371,829	Dan Rodriguez 239-249-1380 danrodriguez11@outlook.com
Polk County	FL	Hurricane Ian	Conducted Right of Way vegetative and C&D debris collection, Debris Management Site management, reduction of debris through grinding and compaction, hazardous leaning and hanging trees, and haul out and disposal services.	10/03/22	01/14/23	$18,078,115.00	1,047,279	Ryan Taylor 863-500-0773 ryantaylor@polk-county.net
Cooper City	FL	Hurricane Ian	ROW debris collection, management of 1 DMS, and direct haul to final disposal.	10/03/22	10/10/22	$2,213,993.75	7,000	Denise Yuezle 954-434-2300 publicworks@coopercityfl.org
Brevard County	FL	Hurricane Ian	ROW debris collecition, reduction, and management of 1 DMS.	10/03/22	11/08/22	$1,364,858.00	84,000	Tom Mulligan 321-543-1547 Thomas.Mulligan@brevardfl.gov
Key West	FL	Hurricane Ian	Conducted ROW vegetative and C&D debris collection, DMS management, removal of white goods and freon removal services, reduction of debris through grinding and compaction, and haul out and disposal services.	10/01/22	11/29/22	$732,181.00	22,000	Todd Stoughton 305-809-3811 tstoughton@cityofkeywest-fl.gov
Charlotte County	FL	Hurricane Ian	Conducted emergency road clearance, ROW vegetative, C&D, and e-waste debris collection, removal of 1,808 white goods (plus freon removal), management of 3 DMS, reduction of debris through grinding and compaction, removal of 13,000 hazardous leaning trees and 38,000 hazardous hanging limbs, and haul out and disposal services.	09/30/22	04/10/23	$79,835,000.00	4,672,700	John Elias 941-628-2662 John.Elias@charlottecountyfl.gov
Florida Division of Emergency Management	FL	Hurricane Ian	Provided three full turnkey base camps housing 2,250 individuals in Port Charlotte, Fort Myers, and Fort Myers Beach. Base camps included shelters, food, showers, restrooms, laundry facilities, dining halls and a myriad of other amenities. Between these three camps, we provided 520,000 meals.	09/30/22	02/15/23	$5,989,436.00	Base Camps	Tiffany Gary 448-229-2182 tiffany.gary@em.myflorida.com
Kentucky Transportation Cabinet	KY	July 2022 Flooding	Within the first 5 days of operations, 30 ROW debris collection crews were servicing the impacted area and 8 DMS were opened After 13 operational days, approximately 50 crews consisting of large and small excavators, logging equipment; such as cutters, feller bunchers forwarders, tracked haul units, and debris hauling units were operational and were removing vegetative, C&D, and large waste products from right of ways and 640 miles of waterways. Approximately 60% of the workforce consisted of local hires and local/minority subcontractors. After the ROW and waterway debris removal was completed, AshBritt was then given 273 notices to proceed with private property debris removal (PPDR) of which 138 were demolition properties.	08/05/22	08/01/23	$135,700,000.00	663,000	John Moore 502-782-5053 johnw.moore@ky.gov
Overland Park	KS	Severe Storms	Deployed equipment and manpower to Kansas following severe rainstorms that produced high winds and knocked over trees. Through activation of our county contract, we were specifically tasked to assist with debris clearing, and removal from the public ROW.	06/11/22	06/15/22	$69,063.00	3,480	Mike Burton 913-484-2491 mike.burton@opkansas.org

Client	ST.	Event	Description of Services Provided	Start	End	Cost	Amount (CY)	Client Point of Contact
Virginia Department of Transportation	VA	Winter Storms	Performed snow removal and road clearance with 50 pieces of equipment in response to winter storms affecting Williamsburg, Chesapeake, Virigina Beach/Norfolk, and Accomack/Eastern Shore.	01/13/22	01/24/22	$880,000.00	Hourly Work	Rossie Carroll 757-253-5140 R.Carroll@VDOT.Virginia.gov
Hopkins County	KY	2021 Tornadoes	Conducted Right of Way vegetative and C&D debris collection and disposal services, and hazardous tree and limb removal.	12/29/21	06/10/22	$7,740,730.00	410,000	Jack Whitfield, Jr. 270-821-8294 judgeexecutive@hopkinscounty.net
Florida Department of Environmental Protection	FL	Hurricane Irma	Debris removal from Biscayne Bay Aquatic Preserves and management of 4 TOLS.	11/29/21	02/18/22	$50,000.00	Hourly Work	Laura Eldridge 786-798-4511 Laura.Eldredge@FloridaDEP.gov
Milford	CT	Tropical Storm Isaias	ROW Debris collection, debris site management removal and disposal	10/20/21	10/23/21	$40,342.00	1,050	Steven Johnson 203-783-3269 stevenjohnson@milfordct.gov
Diamondhead	MS	Hurricane Ida	Conducted Right of Way vegetative debris collection.	09/29/21	10/18/21	$81,671.00	5,350	Mike Reso 228-222-4626 mreso@diamondhead.ms.gov
Freeport	TX	Hurricane Nicholas	Conducted Hourly vegetative and C&D debris collection from the Right of Way.	09/27/21	10/13/21	$116,988.00	11,000	Chief Chris Motley 979-233-2111 cmotley@freeport.tx.us
Franklin Township	NJ	Hurricane Ida	Conducted Right of Way C&D debris collection, Debris Management Site management, reduction of debris through compaction, and haul out and disposal services.	09/13/21	10/05/21	$220,147.68	8,285	Robert G. Vornlocker, Jr. (732) 873-7226 bob.vornlocker@franklinnj.gov
Somerset County	NJ	Hurricane Ida	Conducted Right of Way C&D debris collection, Debris Management Site management, reduction of debris through compaction, and haul out and disposal services.	09/10/21	09/28/21	$1,278,321.06	39,108	Adam Slutsky, P.E. 908-231-7696 Slutsky@co.somerset.nj.us
Hunterdon County	NJ	Hurricane Ida	Conducted Right of Way C&D debris collection and disposal services.	09/08/21	09/20/21	$214,636.32	7,283	Brayden Fahey 908-788-1196 bfahey@co.hunterdon.nj.us
East Baton Rouge Parish	LA	Hurricane Ida	Conducted Right of Way vegetative debris collection, Debris Management Site management, reduction of debris through grinding and compaction, and haul out and disposal services.	09/07/21	10/25/21	$4,263,001.98	271,669	Rick Speer 225-389-4865 rspeer@brla.gov
Louisiana Department of Transportation	LA	Hurricane Ida	AshBritt partnered with Cycle Construction for colleciton, removal, and processing of 2,041,602 cubic yards of ROW vegetative, C&D, white goods, and marsh grass debris. This mission was conducted inTerrebonne, LaFourche, Saint Charles, Plaquemines, and St. Bernard Parishes.	09/02/21	03/19/22	$46,063,010.00	2,041,602	Seth Matherne 225-719-3424 seth.matherne@la.gov
East Hartford	CT	Tropical Storm Isaias	Hazardous tree, limb and stump removal, ROW Debris collection, debris site management and reduction, removal and disposal	08/24/21	09/28/21	$328,579.00	15,000	John P. Lawlor 860-291-7361 jlawlor@eashartfordct.gov
Oregon Department of Transportation (ODOT) - Lane County	OR	Wild Fires	Remediated over 400 parcels of all wildfire-generated debris and contaminants (CPDR/PPDR), and we also removed more than 3,352 hazardous trees. All parcels had erosion control BMPs applied after soil testing had been completed.	02/01/21	12/16/21	$11,285,321.00	98,444	Joe Squire 503-986-3123 joe.squire@odot.state.or.us
Oregon Department of Transportation (ODOT) - Jackson County	OR	Wild Fires	Remediated over 2100 parcels of all wildfire-generated debris and contaminants (CPDR/PPDR), and we also removed 2,360 hazardous trees. All parcels had erosion control BMPs applied after soil testing had been completed.	01/06/21	09/27/21	$39,435,634.00	229,701	Tony Simpson 541-941-8516 Tonysimpsonodot1@gmail.com
Bay St. Louis	MS	Hurricane Zeta	Conducted Vegetative ROW collection & Hazardous Tree Removal	11/16/20	01/30/21	$2,173,953.60	154,287	Heather L. Smith 228-575-3047 Heather.Smith@butlersnow.com
Escambia County	FL	Hurricane Sally	Conducted Right of Way vegetative and C&D debris collection, management of 1 DMS, reduction of debris through grinding and compaction, and haul out and disposal services, and removal of 22,000 hazardous tree and limbs.	09/23/20	01/27/21	$16,831,494.00	1,239,941	Don Seitz 850-554-2753 dlseitz@myescambia.com

- Bank and Bond Letters

**** Please see the following pages for AshBritt Toppino's Bank and Bond Letters ****

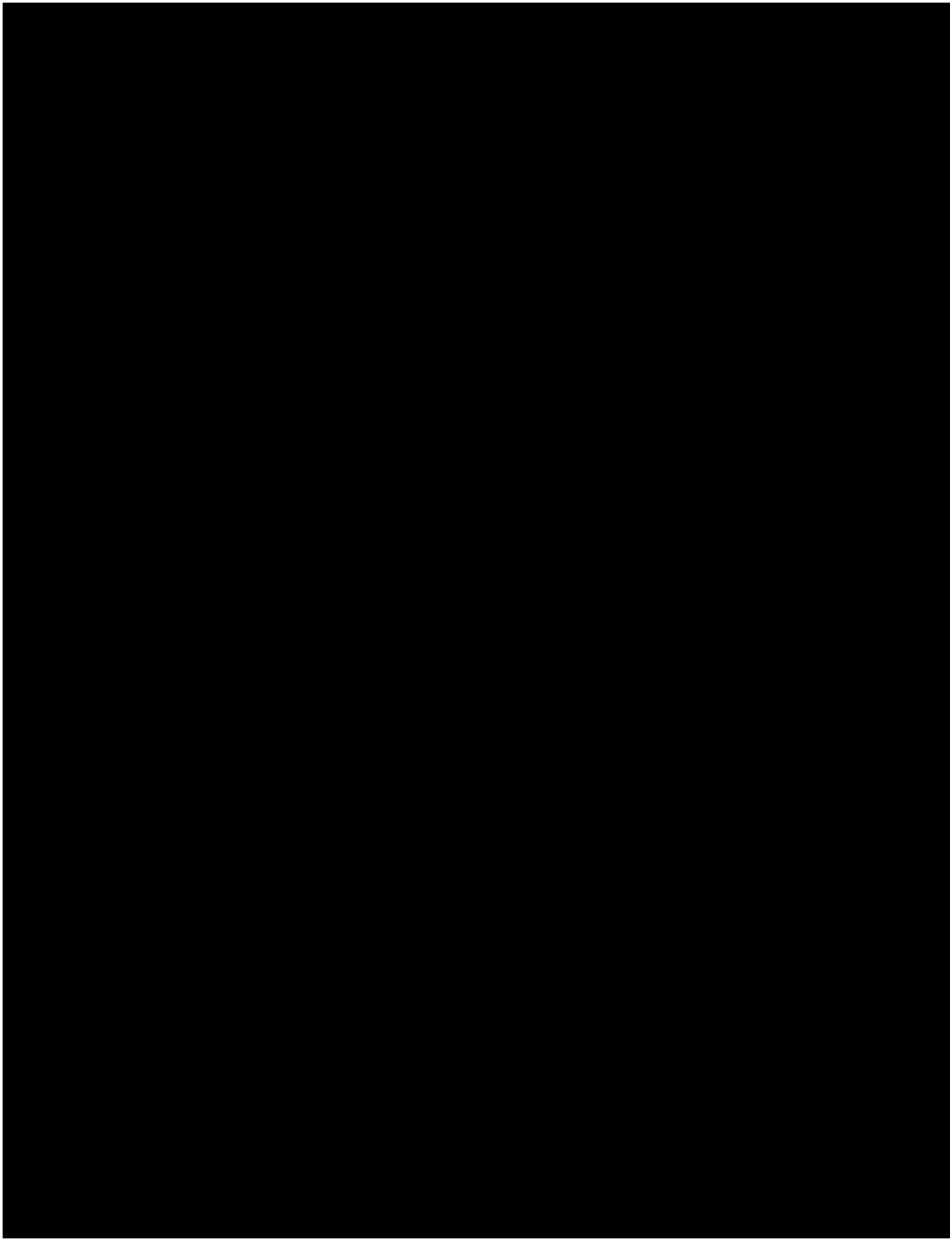
- Insurance

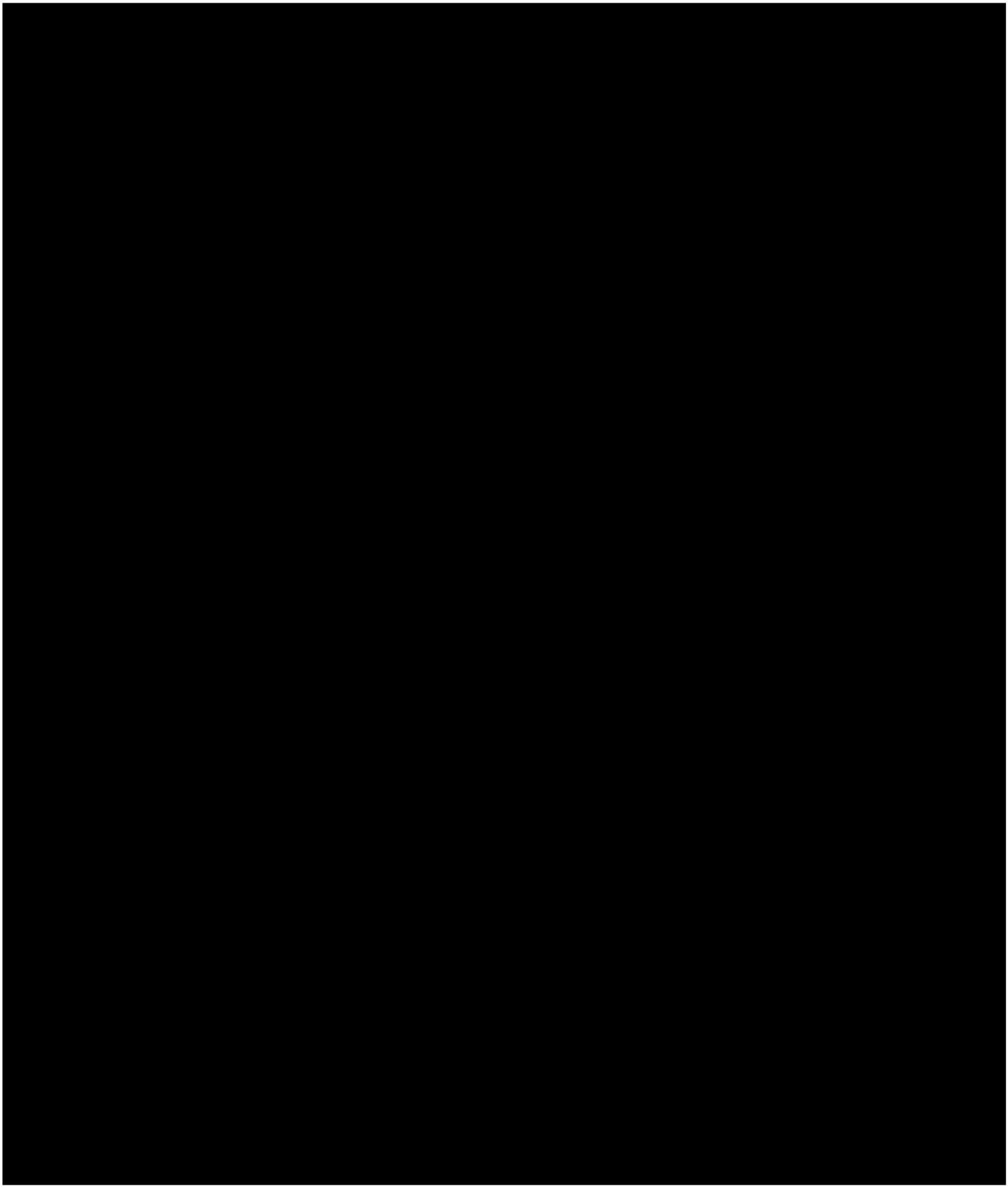
Any additional insurance requirements that may be mandated under the contract shall be added upon notice of contract award.

**** Please see the following pages for AshBritt Toppino's Certificate of Insurance ****

Strength of Latest Financial Statement

Our latest financial statements have been separately sealed with the original copy of this proposal and included as a separate file on the flash drives.





CONFIDENTIAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/4/2026

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

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

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 4100 Goodlette Road North Naples FL 34103 License#: BR-1796553	CONTACT NAME: Taylor Fedronich PHONE (A/C, No, Ext): 239-435-7108 FAX (A/C, No): 239-213-2803 E-MAIL ADDRESS: tfedronich@acrisure.com
INSURED AshBritt Toppino, LLC 565 E Hillsboro Blvd Deerfield Beach FL 33441-3543 ASHBINC-02	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : AXIS Surplus Insurance Company 26620 INSURER B : Everest National Insurance Company 10120 INSURER C : National Casualty Company 11991 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 263471015 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	SP007043012025	6/6/2025	6/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 75,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CF3CA00336-251	6/6/2025	6/6/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	SX007044012025	6/6/2025	6/6/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WCC333398A	6/6/2025	6/6/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Pollution Liability	Y		SP007043012025	6/6/2025	6/6/2026	$1,000,000 Limit $1,000,000 Limit	

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

Insurer D) Westchester Surplus Lines Insurance Company NAIC #10172
Excess Liability Policy #G47471643002 - Effective 6/6/2025 - 6/6/2026
Limits: $5,000,000 Each Occurrence / $5,000,000 Aggregate
Insurer E) Federal Insurance Company NAIC #20281
Inland Marine Policy #0663-98-55 EUC - Effective 5/22/2025 - 5/22/2026
Leased/Rented Equipment $500,000 Limit / $5,000 Deductible
Insurer F) Argonaut Insurance Company NAIC #19801
Marine Liability Policy #726OM6166-01 - Effective 2/25/2026 - 2/25/2027
See Attached...

CERTIFICATE HOLDER

City of Key West
1300 White Street
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jimmy Irwin

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TAB
5

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE

AshBritt

EVALUATION CRITERIA 4: PAST PERFORMANCE

Tab 5. Evaluation Criteria 4: Past Performance

Total Dollar of Rejected Reimbursements

To our knowledge, FEMA has not rejected any costs submitted by past clients for reimbursement in relation to our work.

Number of Rejected Reimbursements

To our knowledge, FEMA has not rejected any reimbursement requests submitted by past clients for costs related to our work.

Total Yards of Debris Handled in the Past 5 Years

We have removed approximately 43,000,000 cubic yards of debris in the past five years.

AshBritt References

Please see the following page for client references from AshBritt disaster debris management projects completed in the last five years. Additional reference information is provided in the 5-Year Project History table included in **Tab 4, Size of Projects Successfully Completed in the Past 5 Years.**

U.S. Army Corps of Engineers

Contact Information:
Paul Dierker, Contracting Officer Representative
Phone: (618) 381-0589
Email: paul.s.dierker@usace.army.mil
Address: 69 Darlington Ave, Wilmington, NC 28403

Name of Disaster: Tropical Storm Helene (FEMA-DR-4834-NC)

Locations: Western North Carolina – Buncombe County, Chimney Rock, Henderson County, Lake Lure, Lake Tahoma, McDowell County, Mitchell County, Mt. Holly, Polk County, Rutherford County, Union County, and Wilkes County

Dates: 10/28/2024 – 11/21/2025

Debris Volume: 7,530,393 CY

Population: 870,000+

Description of the Project: During September 2024, Tropical Storm Helene severely impacted multiple counties and municipalities in western North Carolina. FEMA assigned USACE to conduct debris removal services for eligible applicants in federally declared counties. We completed ROW, waterway, and Private Property Debris Removal tasks, including the associated debris monitoring documentation requirements. Across 10 counties, we collected, processed, and disposed of over **2 million CY of ROW debris**, **5.2 million CY of waterway debris**, and 248,958 CY of debris from private properties. With these missions, we collected vegetative debris, C&D debris, black bags, **7,700 pounds of Household Hazardous Waste (HHW)**, and approximately **100 destroyed vehicles**. We also established and operated more than **20 TDMS** and **2,000 Temporary Offloading Sites (TOLs)**, removed over **20,000 hazardous trees and stumps**, hauled and disposed of **10,533 tons of soil and silt**, and performed **Private Property Debris Removal on more than 5,500 properties**, including the **demolition of 49 residential structures,** which required the specialty removal of **2,728 tons of RACM (asbestos)**.

U.S. Army Corps of Engineers – Savannah District (GA)

Contact Information:
Aaron Johnson, Contracting Officer
Phone: (916) 963-0047
Email: aaron.n.johnson@usace.army.mil

Name of Disaster: Tropical Storm Helene (FEMA-DR-4830-GA)

Locations: Ben Hill County, Brooks County, Candler County, Dodge County, Jenkins County, Laurens County, Lowndes County, McIntosh County, Montgomery County, and Screven County

Dates: 10/28/2024 – 4/7/2025

Debris Volume: 2,993,787 CY

Population: 270,000+

Description of the Project: Following Hurricane Helene, AshBritt was activated under its USACE Advanced Contracting Initiative (ACI) contract to perform right-of-way debris removal operations across 10 jurisdictions in Georgia, including the following counties: Ben Hill, Brooks, Candler, Dodge, Jenkins, Laurens, Lowndes, McIntosh, Montgomery, and Screven. At peak operations, AshBritt deployed **250 unique hauling units** and **51 leaner, hanger, and stump crews**. AshBritt established and managed **12 TDMS**, where vegetative debris was reduced through grinding and mulched for beneficial reuse. In total, AshBritt managed **67,745 truckloads of ROW debri**s and 13,488 truckloads of mulch, removing 2,993,787 cubic yards of debris over the life of the mission.

Charlotte County, FL

Contact Information:
John Elias, Public Works Director
Phone: (941) 575-3600
Email: John.Elias@charlottecountyfl.gov
Address: 18500 Murdock Circle, Port Charlotte, FL 33948

Name of Disaster: Hurricane Milton (FEMA-DR-4834-FL) – Category 3 Hurricane

Dates: 10/07/2024 – 05/02/2025

Debris Volume: 344,117 CY ROW Debris (not including ancillary debris)

Population: 200,000

Description of the Project: Following Hurricane Milton, AshBritt was contracted to perform diverse debris removal and restorative scopes of work. We used **75 hauling units** to remove 344,117 CY of debris from Rights-of-Way (ROW) and **barges to remove debris from barrier islands**, including Little Gasparilla Island, Don Pedro Knight Island, and Hellewah Isles. A major specialized effort involved mobilizing 5 sand screeners and other specialty equipment to perform a sand screening mission across Manasota Key and Don Pedro Knight Island. This mission resulted in the successful **screening and stockpiling of over 200,000 CY of sand** that we later **graded/placed along designated beaches**. Our comprehensive recovery project also included essential infrastructural repairs such as **cleaning 131 Inlets/Catch Basins and 8,456 linear feet of stormwater pipe** to remove 140 CY of sand and silt buildup in Manasota Key's drainage system.

In addition to large-scale debris management, AshBritt handled targeted, specialized tasks. This included the **demolition of 10,690 sq. ft. of damaged boardwalk** at Chadwick Park, which involved permitting, structure removal, and final site grading. Furthermore, **extensive mud and silt removal** was required in the City of Punta Gorda, where streets and key municipal facilities—such as City Hall, the Justice Building, and the Convention Center—were covered in a 2- to 3-inch layer of sediment, requiring a combination of heavy equipment and manual labor to restore accessibility.

Name of Disaster: Hurricane Ian (FEMA-DR-4673-FL) – Category 4 Hurricane

Dates: 09/30/2022 – 04/10/2023

Debris Volume: 4,672,700 CY

Description of the Project: AshBritt performed the collection of vegetative and construction debris from public streets, rights of way, and hauled debris to temporary debris staging and reduction locations. The geographic response area for AshBritt's contract with Charlotte County, FL, covered 858 square miles. Resource requirements were determined, immediately mobilized, and assigned to zones. The **4,672,700 cubic yards of debris** collected included vegetative and construction debris types. Temporary debris staging and reduction sites were identified, permitted, operated, and closed successfully. Vegetation debris brought to these sites was managed and reduced by grinding. Construction debris was hauled directly to a permitted landfill. We also removed **38,000 hazardous hanging limbs**, **13,000 hazardous leaning trees**, and **1,885 white goods**.

Additional Projects Completed for Client:

- 2004 – Hurricane Charley – 1,865,459 CY - $57,000,000

Florida Division of Emergency Management

Contact Information:
Porschica (Porsche) Griffith
Phone: (850) 591-0919
Email: porschica.griffith@em.myflorida.com
Address: 2555 Shumard Oak Blvd, Tallahassee, FL 32399-2100

Name of Disaster: Hurricane Ian (FEMA-DR-4673-FL)

Location: Lee County, Charlotte County, Collier County, Port Charlotte, Fort Myers, Fort Myers Beach, Sanibel, Captiva, North Captiva, and Useppa, FL

Dates: 11/19/2022 – 10/21/2023

Debris Volume: 1,283,562 CY

Population: 1,400,000

Description of the Project:

Scope of PPDR Project - AshBritt performed Private Property Debris Removal (PPDR) and Commercial Property Debris Removal (CPDR) for FDEM in Fort Myers Beach and on the islands of Sanibel, Captiva, North Captiva, and Useppa. Altogether, we **demolished 213 residential and commercial properties**.

Scope of Waterway Project - Hurricane Ian brought challenges with high winds and a storm surge of nearly 12 feet in some areas, causing complicated debris issues in the waterways of Lee, Charlotte, and Collier counties. AshBritt **deployed over 75 mechanical barges and additional equipment to collect nearly 1 million cubic yards of diverse debris**, including vegetation, construction materials, **hazardous waste**, and **vehicles**. This large-scale debris removal mission required precision and expertise. Additionally, due to the presence of vessels in protected mangrove areas along the coast of Southwest Florida, AshBritt implemented **aerial vessel and debris removal operations**, employing helicopters to lift and transport sections of vessels and debris from these sensitive areas to aggregation sites for dismantling, recycling, and disposal.

Scope of Base Camps Project - AshBritt provided **three full-service base camps** for FDEM in Charlotte County and Lee County, FL, during the 2022 Hurricane Ian response effort. **The camps fed and housed over 2,250 people**. Each base camp included the following facilities and services: Climate-controlled sheltering trailers, mobile shower trailers, mobile restrooms and handwashing stations, recreational areas, all-generated power, light towers, office trailers, laundry facilities/service, water treatment services, 24/7 security personnel, dining hall buildout with a full-service kitchen, and check-in/check-out areas.

Additional Projects Completed for Client:

- 2024 – Hurricane Milton – Base Camps, Office Trailers, Showers, Water/Ice
- 2024 – Hurricane Helene – Waterway Debris (258,000+ CY), Base Camps, Landfill Management
- 2024 – Hurricane Debby – Base Camps
- 2024 – Hurricane Idalia – Base Camps
- 2023-25 – Border Support Camp in Monroe County

Leon County, FL

Contact Information:
Brent Pell, Assistant County Administrator
Phone: (850) 354-2252
Email: pellb@leoncountyfl.gov
Address: 2280 Miccosukee Rd, Tallahassee, FL 32308

Name of Disaster: Severe Storms and Tornadoes

Dates: 05/15/2024 – 08/08/2024

Debris Volume: 353,812 CY

Population: 290,000

Description of the Project: Following the touchdown of severe storms and sporadic tornadoes, AshBritt removed vegetative debris from the ROW, managed one temporary debris storage and reduction site, reduced vegetative debris via mulching, removed hazardous leaners/hangers, and hauled off reduced vegetative material to a **beneficial reuse** location. AshBritt also removed approximately **7,500 hazardous limbs from ROWs and parks**.

Additional Projects Completed for Client:
2024 – Hurricane Helene – 36,895 CY
2024 – Hurricane Debby – 14,966 CY
2023 – Hurricane Idalia – 22,807 CY
2018 – Hurricane Michael – 903,000 CY
2017 – Hurricane Irma – 27,282 CY

City of Fort Lauderdale, FL

Contact Information:
Melissa Doyle, Division Manager
Phone: (954) 828-6111
Email: mdoyle@fortlauderdale.gov
Address: 949 NW 38th St, Fort Lauderdale, FL 33309

Name of Disaster: Severe Localized Flooding

Dates: 04/14/2023 – 05/12/2023

Debris Volume: 41,736 CY & Ancillary Services

Population: 190,000

Description of the Project: In addition to removing 42,000 CY of right of way debris, AshBritt opened **(2) climate controlled comfort station** sites for City residents, **distributed ice and water**, performed **water and mold restoration work**, and provided **restroom trailers**, **mobile command trailers**, **power generation**, **HVAC services**, **diesel pumps with attendants/dewatering**, **fuel services**, and **sanitization services** for City Hall.

Additional Projects Completed for Client:
2020 – Tropical Storm Eta – Sand clearance and water relocation (hourly)

Lowndes County, GA

Contact Information:
Ashley Tye, Emergency Management Director
Phone: (229) 671-2400
Email: atye@lowndescounty.com
Address: P.O. Box 1349, Valdosta, GA 31603

Name of Disaster: Hurricane Helene (FEMA-DR-4830-GA) – Category 2 Hurricane

Location: Lowndes County, GA (including the cities of Valdosta, Dasher, Remerton, Lake Park, and Hahira)

Dates: 10/04/2024 - 11/21/2024; Following 11/21/2024, AshBritt continued providing debris management services within the County under contract with the U.S. Army Corps of Engineers, removing an additional ~1.2 million CY of debris.

Debris Volume: 3,043,692 CY

Population: 120,000

Description of the Project: Following Hurricane Helene, AshBritt (Lead Contractor) was activated by Lowndes County to perform debris collection, management, reduction, and disposal across the county and its municipalities (i.e., Valdosta, Dasher, Lake Park, Hahira, and Remerton). Before the U.S. Army Corps of Engineers (USACE) regional contract activation for the County, AshBritt performed 3,043,692 CY of **ROW** vegetative debris removal; established and managed **5 TDMS**; and **removed 2,886 fallen trees, 29,288 hazardous hanging limbs, and 5,290 hazardous trees**.

Notably, Hurricane Helene generated an enormous amount of vegetative debris in Lowndes County. AshBritt was challenged with finding useful ways to repurpose the **mulched debris** upon reduction. AshBritt identified strategic partners that processed mulch by cleaning, reducing, and treating it to a size suitable for home gardening and lawn care. This mulch was eventually **recycled** by being bagged and distributed through garden centers. Additionally, some landfills use unprocessed mulch as organic fill, contributing to effective waste management. Dirt washed from the mulch was used by local blueberry farmers as nutrient-rich soil.

Additional Projects Completed for Client:
2023 – Hurricane Idalia – 1,161,903 CY - $16,970,426

Greenville County, SC

Contact Information:
Hesha Gamble, Assistant County Administrator
Phone: (864) 230-1571
Email: hgamble@greenvillecounty.org
Address: 301 University Rdg, Greenville, SC 29601

Name of Disaster: Tropical Storm Helene (FEMA-DR-4829-SC)

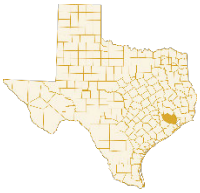
Dates: 10/02/2024 – 04/05/2025

Debris Volume: 1,126,203 CY

Population: 75,000

Description of the Project: AshBritt was onsite in Greenville County within 48 hours following Hurricane Helene, preparing to mobilize a significant right-of-way debris mission. We had **55 haulers operating within the County in just 96 hours** and ultimately established **5 TDMS** throughout the working areas. Due to this strategic resource allocation and consistent coordination with the County, we were able to **clear 127 roads of fallen trees within the first few days of operation**, reopening traffic and supporting local recovery efforts. At peak operations, we utilized 8 subcontractors and 141 unique hauling units.

Harris County, TX



Contact Information:
Jennifer Almonte, Road and Bridge Director
Phone: (202) 805-0216
Email: jennifer.almonte@pct3.hctx.net
Address: 1414 Wird Rd, Houston, TX 77084

Name of Disaster: Hurricane Beryl (FEMA-DR-4798-TX)

Dates: 07/17/2024 – 10/18/2024

Debris Volume: 1,473,000 CY

Population: 4,800,000

Description of the Project: Following Hurricane Beryl, AshBritt was activated as the second debris management contractor for Harris County, TX, rapidly stepping in after the initial contractor failed to supply sufficient resources to ensure a timely recovery. We immediately mobilized more than 225 debris management crews comprised of 433 unique hauling units across three of the 4 county precincts, successfully managing 1,473,000 CY of debris and completing more than 66% of the total debris removal countywide. We also removed **37,230 hazardous hanging limbs** and **298 dangerous leaning trees**. All vegetative debris was reduced via grinding at **6 AshBritt-operated TDMS**. Reduced vegetative debris was subsequently transported to a TCEQ-approved facility for **beneficial use in soil application and stabilization**.

Texas Division of Emergency Management

Contact Information:
Sherri D. LaCour, Division Chief
Phone: (737) 703-8199
Email: sherri.lacour@tdem.texas.gov
Address: 313 E Anderson Ln, Austin, TX 78752

Name of Disaster: Historic July 4th Flood Event (FEMA-DR-4879-TX)

Location: Kerr County, TX

Dates: 07/25/2025 - 10/15/2025

Debris Volume: 775,000 CY

Population: 53,000

Description of the Project: We have been proud to participate in the restoration of Kerr County, TX, following the historic flood event on July 4, 2025. As a Lead Contractor for the Texas Division of Emergency Management, the AshBritt Team collected and managed 775,000 CY of debris, including vegetation, C&D, **vehicles**, and **white goods**, from the County's ROW and **waterways**. To expeditiously complete this endeavor, we utilized 122 hauling units and 84 specialized, unique cutting/gathering equipment. We hired 5 local companies and 20 local personnel to support field work. We also completed **private property debris removal on 633 parcels**, **finalizing ROE and ROW missions in just 83 days**. Additionally, we cleared debris from the Kerrville Potable Water Plant in just 96 hours, bringing the City's water system back to use; removed 40 destroyed vehicles; established and managed **2 TDMS**; and processed 250,000 CY of **mulch**, approximately half of which was re-used as compost at Nature's Way. Vehicles and white goods were separated at the TDSRS locations for recycling and final disposal. At no cost to the State, AshBritt also planted cypress trees along riverbanks where groups of natural cypress trees had been destroyed and required removal.

Additional Projects Completed for Client:
AshBritt is currently providing long-term, add-on recovery services to TDEM for this event that include expanded waterway vegetative and silt debris removal along waterways overseen by the Lower Colorado River Authority. As these projects are ongoing, the final cost of these add-on services is unknown at this time.

Louisville-Jefferson County Metro Government

Contact Information
Amy Rose, Emergency Management Director
Phone: (502) 919-0172
Email: amy.rose@louisvilleky.gov
Address: 410 S. 5th St, Louisville, KY 40202

Name of Disaster: Severe Flood Event

Dates: 04/03/2025 – 04/26/2025

Description of the Project: AshBritt successfully executed a large-scale emergency debris removal and restoration operation across numerous city streets, roads, and public spaces in downtown Louisville. The operation was launched in direct response to a significant debris and flooding event that threatened public safety, critical infrastructure, and the city's ability to host major scheduled events, including Kentucky Derby-related activities.

We mobilized a robust, multi-disciplinary workforce and equipment fleet to address the full scope of emergency conditions, operating 12 to 15 hours daily throughout the duration of the project. Our response included **26 Emergency Road Clearance Crews, 5 Muck Crews, 3 Grapple Trucks, and 3 Sweeper Trucks** working in concert to conduct **systematic road clearance, debris hauling, and mud and muck removal** across all affected areas. All work was performed with a firm commitment to restoring every impacted location to its pre-event condition within 10 days of mobilization.

In addition to debris removal operations, AshBritt rapidly deployed **temporary sanitation infrastructure** to protect public health following widespread flooding that rendered numerous city restroom facilities inoperable. To meet community needs, AshBritt supplied 27 Standard Porta-Johns, 10 ADA-Compliant Porta-Johns, and 11 Handwashing Stations, ensuring accessible and adequate sanitation resources remained available throughout the recovery period.

Fort Bend County, TX

Contact Information
Scott Wieghat, Road and Bridge Commissioner
Phone: (281) 238-3607
Email: scott.wieghat@fortbendcountytx.gov
Address: 201 Payne Ln, Richmond, TX 77406

Name of Disaster: Hurricane Beryl (FEMA-DR-4798-TX)

Dates: 7/23/2024 – 09/24/2024

Debris Volume: 550,000 CY

Description of the Project: Following Hurricane Beryl, AshBritt was activated to perform a right-of-way mission for Fort Bend County that encompassed the collection, reduction, and disposal of vegetative and C&D debris. We completed our first pass in 30 days, utilizing 110 hauling units at peak operations. This mission resulted in the **removal of over 550,000 CY of debris**. We also performed a tree mission that utilized 22 tree/bucket crews at peak operations and resulted in the removal of **10,000 hanging limbs**. AshBritt managed **4 TDMS** and hauled debris (including 100,000 CY of mulch) to 3 final disposal sites.

- ## Referral Letters and Accolades

Please see the following pages for referral letters, thank you messages, and other accolades received for emergency response and debris removal work AshBritt performed in response to various disasters over the years.

**** Please see the following pages for AshBritt's Referrals and Accolades ****

THE CITY OF KEY WEST
1600 N. Roosevelt Blvd. Key West, FL 33041-1409 (305) 809-3933

To: Holly Raschein
From: Greg Barroso Emergency Manager / KWFD Division Chief
Date: 1/2/2023

Reference: AshBritt Letter of Appreciation

Ms. Raschein:

I wanted to thank you, Brian Thomason, and all at AshBritt that helped with the rapid response to Key West for storm debris removal. In the days before land fall of Hurricane Ian, Mr. Thomason contacted me to assure me that AshBritt was monitoring TD Ian and was staged and ready to respond. Immediately after Hurricane Ian, AshBritt responded as promised and began working on Key West's storm debris cleanup priorities. Throughout the entire cleanup effort, AshBritt maintained constant communication and reported their daily progress to me. At times, AshBritt diverted their resources to address immediate priorities of cleaning a particular area within the city. Although this storm veered west of Key West, our island sustained flooding and widespread debris. In the day and weeks following, I witnessed AshBritt's project managers work with our city employees and local partners as a team to successfully carry out their mission.

I write this letter of appreciation as both the Emergency Manager for the City of Key West and as a resident who lives and works in this community. I truly appreciate how quickly AshBritt cleaned up the storm debris from our streets and sidewalks. This quick response and thorough clean up allowed for residents, employees, students, and visitors of Key West to return to their normal daily routine of traversing Key West.

Sincerely,

Greg Barroso
Emergency Manager / KWFD Division Chief of Training
gbarroso@cityofkeywest-fl.gov
Office: 305-809-3942
1600 N Roosevelt Blvd
Key West, FL 33040
Serving the Southernmost City

KEY WEST FIRE

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

October 31, 2017

Mr. Randy Perkins
AshBritt, Inc.
565 E Hillsboro Blvd
Deerfield Beach, FL 33441

RE: Professional Services for Disaster Response

Dear Mr. Perkins,

This letter serves as official acknowledgement from the City of Key West that AshBritt Environmental Services has completed the Collection of Vegetative Debris from the City rights-of way in accordance with our agreement. We appreciate the effort extended by AshBritt and their subcontractors in helping to assist the City during initial recovery from impacts associated with Hurricane Irma, and we look forward to successful removal of designated C&D and Mixed Debris to a FEMA approved landfill on the mainland.

Please let us know if you have any questions regarding this matter.

Gary J. Volenec, P.E.
City Engineer

Gregory W. Veliz
Assistant City Manager

RE: Letter of Recommendation
April 9, 2025

To Whom it May Concern:

I am pleased to write a letter of recommendation on behalf of AshBritt. AshBritt performed hurricane debris removal services for Charlotte County following the aftermath of Hurricanes Helene and Milton. Charlotte County has had an outstanding relationship with AshBritt for over a decade, and their service to our community has consistently been professional, effective, and greatly appreciated.

Prior to landfall, AshBritt staff maintained constant communication with County officials, and they had a representative in the Emergency Operations Center immediately following both hurricanes to assist in the development of a recovery plan. Their responsiveness and commitment during these events went above and beyond in this extremely challenging time for our residents and businesses.

Following Hurricane Helene, AshBritt immediately conducted debris removal, collecting 1,049 cubic yards (CY) of construction and demolition (C&D) debris across 24 loads before demobilizing to prepare for the impacts of Hurricane Milton, just two week later. After Hurricane Milton made landfall, AshBritt began an extensive and complex debris removal operation in Charlotte County. To date, they have removed 341,115 CY across 11,157 loads, including vegetative debris, C&D, and private property debris removal (PPDR). This marked the County's first experience with PPDR efforts, and AshBritt skillfully managed the logistical challenges of operating on our bridgeless barrier islands, including Little Gasparilla Island.

AshBritt also undertook significant sand recovery work. Between December 9, 2024 and January 31, 2025, they sifted and returned 127,654 CY of sand (4,627 loads) to the beach at Chadwick Park and collected 5,276 CY from the right-of-way on Manasota Key. A similar operation is currently underway on Palm Island, where two sand sifters are in use, with the northern portion nearing completion.

In addition to these efforts, AshBritt supported County staff in facilities and parks and recreation cleanup operations, further demonstrating their flexibility and commitment to service.

AshBritt's professionalism, responsiveness, and capability were evident throughout the recovery process. Their team handled every challenge with efficiency, from complex logistics to inter-agency coordination. We remain grateful for the leadership of Governor Ron DeSantis and Director Kevin Guthrie of the Florida Division of Emergency Management, whose support was vital to the success of these operations.

ADMINISTRATION
18500 Murdock Circle, Suite 538 | Port Charlotte, FL 33948-1068
Phone: 941.743.1944 | Fax: 941.743.1554

I highly recommend AshBritt to any jurisdiction seeking a capable and dependable disaster recovery contractor.

Sincerely,

Hector Flores

Hector Flores
County Administrator

Charlotte County Florida

PROCLAMATION

WHEREAS, Ashbritt is now in its 30th year of operations for services including national rapid-response emergency management and logistics, pre-positioned debris management, debris removal, and related natural disaster activities; AshBritt is a national leader in disaster response and recovery services in terms of experience, capacity, quality of service, operational innovation, and financial strength; and

WHEREAS, through proficiency in natural disaster rapid-response emergency management and logistics, AshBritt has supported all of Charlotte County in emergency management recovery efforts, including debris removal, hauling and citizen drop off sites; and

WHEREAS, during the most recent natural disaster, Hurricane Ian, AshBritt immediately responded and mobilized, continuously communicated with Charlotte County staff starting prior to landfall, and assisted with removal of more than 4.7 million cubic yards of debris; and

WHEREAS, AshBritt has demonstrated its commitment to supporting Charlotte County in hiring local businesses first and strengthening the local workforce; and

WHEREAS, AshBritt continues to support local charities such as the Charlotte County Boys & Girls Club, Keep Charlotte Beautiful, the United Way of Charlotte County, the Charlotte County Sheriff's Office, and was a proud sponsor of Charlotte County's Centennial Gala; and

WHEREAS, AshBritt has provided work and supporting documentation to maximize FEMA reimbursements for all eligible services and materials totaling more than $79 million.

NOW, THEREFORE, BE IT PROCLAIMED that the month of June 2023 shall be known in all of Charlotte County as

AshBritt Month

and is congratulated for 30 years of business and 13 years of serving Charlotte County.

PASSED AND DULY ADOPTED this 23rd day of May 2023

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5300 www.leoncountyfl.gov

Leon County Public Works
2280 Miccosukee Road
Tallahassee, Florida 32308
(850) 606-1500

Commissioners

CAROLYN D. CUMMINGS
At-Large
Chair

BRIAN WELCH
District 4
Vice Chairman

BILL PROCTOR
District 1

CHRISTIAN CABAN
District 2

RICK MINOR
District 3

DAVID T. O'KEEFE
District 5

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

CHASITY H. O'STEEN
County Attorney

Ms. Vonda Smith
AshBritt

Dear Ms. Smith,

The purpose of this letter is to express my sincere appreciation and gratitude to you and the AshBritt Team for your assistance with vegetative debris removal, reduction and disposal services from the unincorporated areas of Leon County from Hurricane Helene that impacted our area.

Your and Brian Thomason's response to our needs was greatly appreciated and was performed with great professionalism.

Sincerely,

Brent Pell, P.E.
Director Public Works

CITY OF
FORT LAUDERDALE

All-America City

October 2, 2025

To Whom It May Concern:

The City of Fort Lauderdale has contracted with AshBritt for disaster debris removal and logistics services since 2018. We have had multiple activations under our contract with AshBritt, including the demolition of Fort Lauderdale's City Hall building- a nine-story urban municipal landmark built in the 1960s that was irreparably damaged during a storm event in April 2023.

The City Hall demolition project was managed in its entirety by AshBritt's expert staff and partners, eventually removing 18,500 tons of debris following all EPA, FDEP, and FEMA regulatory requirements, exceeding municipal and community expectations. Work performed includes:

Site Prep & Hazmat Removal

- Asbestos, oils, refrigerants, and fire suppression systems were removed before the major demo
- Installation of temporary lighting and power to improve worker safety

Interior Gut-Out

- Complete removal of internal contents, MEP, and fire systems, leaving the building "to shell"
- Debris transferred and sorted via elevator shaft

Precast Panel Removal

- Heavy crawler cranes (200 & 275 ton) lifted panels up to 65,000 pounds for offsite processing

Steel Superstructure Dismantlement

- Systematic top-down removal via riggers and high-reach excavators (up to 115 feet), with elevator core preserved for stability

Basement & Slab Demolition

- Sheet piles installed for dewatering; 90-ton excavators and hydraulic hammers removed slabs and pile caps
- Compacted backfill restored site stability

Site Restoration

- Final grading aligned with city infrastructure; clean fill and hydroseeding achieved a visually appealing and stabilized surface

PUBLIC WORKS DEPARTMENT – SUSTAINABILITY DIVISION
101 NE 3RD AVENUE, SUITE 1400
FORT LAUDERDALE, FLORIDA 33301

Equal Opportunity Employer

Printed On Recycled Paper

Technical and Environmental Controls

- Top-Down, Floor-by-Floor Demolition including:
    1. Hydraulic shears with 3,500 tons force
    2. Multi-tool coupler excavators with 100-ft reach
    3. Controlled floor segmentation, sequential debris removal
    4. Advanced Environmental Measures:
        a) Atomized water mist reduced particulates by 85%
        b) Noise barriers achieved 25 dB(A) reduction
        c) PM2.5/PM10 air and vibration monitoring ensured safety for community and adjacent buildings (below 0.5 in/sec PPV)

AshBritt was able to deliver a seamless demolition process that resulted in a 76% recycling/diversion rate, in full regulatory compliance and with zero safety incidents in a complex urban environment.

Please feel free to contact me at mdoyle@fortlauderdale.gov if you have any additional questions regarding the services Ashbritt has provided in the City of Fort Lauderdale.

Respectfully,

Melissa Doyle
Division Manager – Public Works
City of Fort Lauderdale

Office of the County Manager
Mark Isackson
3299 Tamiami Trail East, Suite 202 • Naples Florida 34112-5746 • (239) 252-8383

April 25, 2022

Re: Reference for Ashbritt, Inc.

To Whom It May Concern:

The Board of County Commissioners approved AshBritt, Inc. (AshBritt), to provide disaster debris management and removal services for the 2017 hurricane season. AshBritt Inc. has been providing debris removal services for Collier County since the early 2000's. AshBritt has conducted 3 disaster debris removal projects for the County beginning with Hurricane Wilma. AshBritt has removed and managed over 4,500,000 cubic yards of disaster debris for the County. Since then, AshBritt has participated in numerous training and planning sessions with the County and is regularly engaged in the business of providing disaster debris removal services.

For the activation of Hurricane Irma in 2017, AshBritt provided exceptional and professional post-disaster debris collection, removal, and disposal services. AshBritt was able to provide immediate preemptive services that facilitated the overall success of the debris mission with no additional cost to the County. The county was divided into 58 work zones. Once activated, AshBritt quickly began with emergency road clearing services, which included 45 wheel loaders and over 100 chainsaw men. Following the road clearing, AshBritt began debris removal operations, over 40 tree crews removed more than 1,300 hazardous trees and over 22,000 hazardous limbs. Additionally, AshBritt included 128 generators, 352 chemical toilets, 2 shower facilities, 75 vacuum trucks, traffic signal inspections, fuel delivery, over 10,000 meals, temporary fencing, and raw sewage collection from overflowing manholes and lift stations.

With the tireless effort of the AshBritt's team, the county's six temporary debris staging sites and five residential storm debris drop-off locations were reviewed and surveyed. A complete restoration of all eleven sites was done in a timely manner. Debris was collected and disposed was in full compliance with FEMA rules and regulations, qualifying Collier County for maximum reimbursement of federal and state emergency funds. The County received 50 million dollars in reimbursements for the hurricane debris mission.

Office of the County Manager
Mark Isackson
3299 Tamiami Trail East, Suite 202 • Naples Florida 34112-5746 • (239) 252-8383

The collection and monitoring of approximately 3.6 million cubic yards from Hurricane Irma-generated debris was completed in 3 months, with the debris staging sites cleared shortly thereafter. AshBritt provided an excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA's guidelines to optimize the county's eligibility for reimbursement. AshBritt's contract pricing included stumps, collection, processing, and disposal. Hurricane Irma's debris recovery cost was estimated at $64 million dollars.

AshBritt also provided exceptional and professional debris collection and removal services following Tropical Storm Fay in 2008, collecting and disposing of an estimated 20,000 cubic yards of debris at an estimated cost of $403,500. In 2005, post Hurricane Wilma, Ashbritt provide debris collection, processing and disposal services collecting over 1 million cubic yards of debris, receiving reimbursements of $24 million from FEMA and the State of Florida, with only $1,000 disallowed due to rounding errors.

AshBritt was deployed in response to a severe windstorm that hit Collier County during the pre-dawn hours on January 17, 2016. AshBritt had skillful staff quickly mobilized for debris collection and removal, collecting and disposing of an estimated 44,032 cubic yards of debris at an estimated cost of $465,152 proving they can handle both major and minor storm events.

The AshBritt Environmental Team is one of the best debris recovery businesses in the industry. Having 29 years in public service, I can vow for their ability to resource any emergency event and ensure that FEMA guidelines are strictly adhered to. Both the FEMA Administration and the State of Florida have recognized Collier County Government as one of the best debris management teams' thanks in great part to our contractor, AshBritt Environmental Inc.

Respectfully,

Daniel R. Rodriguez, M.B.A., CFM
Deputy County Manager – Collier County

EMERGENCY SERVICES
EMERGENCY MANAGEMENT AGENCY/METROSAFE
LOUISVILLE, KENTUCKY

CRAIG GREENBERG
MAYOR

EDWARD J. MEIMAN, III
EXECUTIVE DIRECTOR

Attention Brian Thomason and Jason Fawcett:

It is with the greatest pride and pleasure that I take a moment to express my most sincere appreciation and respect to the AshBritt team that was sent to conduct Emergency Road Clearance and Debris operations to Louisville, Jefferson County, Kentucky following the historic Severe Weather outbreak of April 2025.

A tornado in the southwestern cart of Jefferson County during the night of March 30, 2025, began a week long string of severe weather events that impacted the residents and businesses throughout Louisville for the next two weeks. On April 2, 2025, a second tornado went through the city of Jeffersontown, Kentucky and caused major damage to more than 125 business within that city's jurisdiction. On April 4th, 2025 a strong frontal boundary settled in across the state which led to over 12" of rainfall over the next several day. This led to severe riverine flooding- the 8th largest crest in the city's history- as well substantial isolated drainage issues throughout the county. The Ohio River crested on April 9, 2025. It had inundated more than 1300 residences and businesses, directly impacted the Central Business District of downtown Louisville, and began leaving thousands of tons of debris, mud and silt behind as the river receded back into its banks.

AshBritt was on-site monitoring the weather and impacts and coordinating with me before the river even crested. By developing very specific clear scope and timeframe, they showed up in force as soon as the river began receding. Roads were reopened hours after the water receded and within ten days, all roads were reopened and all public spaces along the waterfront free of hazards. A smaller scale event that occurred in 2018 here took the city over six weeks to do the similar level of service. Through cooperation with multiple agencies and the 26 crews AshBritt had on site, one could hardly tell there had even been a massive flood event.

The professionalism and communication of the crews was unparalleled. Orchestrating the event in true ICS style, questions, issues, and problems were addressed immediately- avoiding costly delays. The project management team was easy to work with and set the gold standard of how emergency operations should be conducted.

It was an honor and a privilege to conduct this disaster operation with AshBritt and we will absolutely take the lessons learned from this disaster, apply them to future events, and continue improving.

Sincerely,

DocuSigned by:
Amy Rose
E6769A53404946F...

Amy Rose
Louisville Jefferson County Emergency Management Operations Coordinator

5/6/2025

THE TOWN OF
HIGHLANDS

December 4, 2024

To: Whom it may concern

It is with much enthusiasm that I am writing to recommend the services of Ashbritt.

Macon County used USACE and its contractor Ashbritt to clean up storm debris from the Helene storm that was stored in the Town of Highlands Recreation Department overflow parking lot. We were able to overcome many major obstacles including major throughfares that were washed out, to be the first task order completed by the USACE of the Hurricane Helene recovery mission. The debris was transported to Macon County Land Fill for grinding. My contact with Ashbritt was Rick Headrick, when they were awarded the contract Rick came and introduced himself and we drove down and looked at the site. Rick made contact with me several times throughout the project to keep me informed and to see if I had any problems with the way things were going. Ashbritt has been great to work with.

I'm happy to recommend the services of Ashbritt. If you have any questions, please feel free to contact me.

Respectfully,

Lester Norris

Recreation Director, Town of Highlands

Po Box 460

Highlands, NC 28741

828-526-3556

The North Carolina Arboretum

An Affiliate Institution of the University *of* North Carolina system

To whom it may concern,

I am writing to wholeheartedly recommend AshBritt for their exceptional work with the Army Corps of Engineers in the recovery efforts following Hurricane Helene, particularly in the cleaning of debris from The North Carolina Arboretum.

Throughout the project, AshBritt demonstrated an unwavering commitment to excellence and efficiency. Their team's professionalism and expertise were evident in their meticulous approach to debris removal, ensuring that the arboretum was restored to its former beauty in a timely manner. The scale of the destruction was significant, yet AshBritt's strategic planning and execution allowed the recovery process to proceed smoothly, minimizing disruptions to the local environment and community.

In addition to their technical skills, AshBritt showcased outstanding leadership and collaboration, working seamlessly with the Army Corps of Engineers and other stakeholders. Their ability to coordinate resources and communicate effectively contributed greatly to the success of the operation. The team's dedication not only to the task at hand but also to the well-being of the community was truly commendable.

The positive feedback from local residents and stakeholders speaks volumes about the impact of AshBritt's work. They have not only facilitated the physical restoration of the arboretum but have also fostered a sense of hope and resilience within the community.

I have no doubt that AshBritt will continue to excel in future projects, and I highly recommend them for any endeavors they pursue. I especially want to thank Jason Fawcett and Ken Jones for raising the bar here at the arboretum day after day. Their commitment to quality, community, and collaboration makes them an invaluable asset in disaster recovery efforts.

Thank you for considering this recommendation. Should you require any further information, please feel free to contact me.

Sincerely,

Drake Fowler
Executive Director of The North Carolina Arboretum

100 Frederick Law Olmsted Way, Asheville, NC 28806-9315 Voice: 828.665.2492 www.ncarboretum.org

Engineering & Public Works

Hesha N. Gamble, P.E., PTOE
Assistant County Administrator for Engineering & Public Works
hgamble@greenvillecounty.org
(864) 467-7010
www.greenvillecounty.org

July 1, 2025

Re: Letter of Reference

To Whom It May Concern:

On behalf of Greenville County, I am pleased to provide this letter of reference for Ashbritt. The County engaged Ashbritt's services following Hurricane Helene. The project began in the beginning of October 2024; over the course of seven months, the Ashbritt team collected more than 1.2 million yards of debris—significantly more than originally anticipated.

Ashbritt worked alongside the County's staff and the monitoring firm, Tetratech, to ensure that all work was documented and performed in accordance with FEMA guidelines. The project spanned a variety of urban and rural areas, adding logistical complexity that the Ashbritt team managed smoothly.

Throughout the project, Ashbritt was communicative, dependable, and professional. Their team maintained a consistent weekly meeting schedule with County staff and provided timely updates that helped keep the operation on track. Jamie Robbins served as the project manager for the duration of the project. His dedication and leadership allowed Ashbritt to exceed our expectations in every aspect of the project. We highly recommend them to any jurisdiction in need of disaster recovery or debris management services.

Sincerely,

Hesha N. Gamble

Hesha N. Gamble, P.E., PTOE
Assistant County Administrator
Public Works, Planning & Development

THE COUNTY COURT
OF
KERR COUNTY, TEXAS

700 Main Street, Ste. 101, Kerrville, Texas 78028
Tel: (830) 792-2211
Fax: (830) 792-2218
Email: commissioners@co.kerr.tx.us

COUNTY JUDGE
ROB KELLY

COURT ADMINISTRATOR
JODY GRINSTEAD

COMMISSIONERS' COURT
TOM JONES, PCT. 1
RICH PACES, PCT. 2
JEFF HOLT, PCT. 3
DON HARRIS, PCT. 4

October 23, 2025

Jamie Robbins
565 East Hillsboro Blvd
Deerfield Beach, Florida 33441

Jamie,

I need to share a quick story from one of our Precinct 4 constituents.

Mike and Laurie Lowe live out on Hwy.39 near the Hunt store. On July the 4th they had almost 9 feet of water passing through their home, and they barely escaped with their lives. I recently received a phone call from Mike wanting to know how to thank your crews for their care and commitment on the performance of their work. As you can imagine, people having to re-build their lives from scratch is an emotional event that can make you feel alone as you move towards recovery. Your crew (Ashbritt) took great care to be sensitive to the needs of this family. Mike has asked me to reach out to you and say Thank You.

As a County Commissioner I would like to express my thanks for not only being compassionate towards the needs of our citizens, but for doing an outstanding job for a very difficult task. Your company and employees have been very helpful and professional every step of the way.

Things are looking much brighter,

Tom Jones
Kerr County Commissioner Precinct 1

Mrs Perkins-Castillo,

4 February 2025

First and most importantly, we wanted to express our deepest condolences to you, your family, and the AshBritt team on the passing of your father, we were so saddened to hear that news.

We know you and your team have moved on to other projects since leaving Harris County, most likely to events more catastrophic than Beryl, but we wanted to make sure that we had an opportunity to recognize the hard work, professionalism, and expertise that AshBritt brought to precinct 3's debris response.

Summer of 2024 was challenging because precinct 3 experienced three separate disasters back to back, the East Fork flood, Derecho, and Hurricane Beryl. When AshBritt was brought on for Beryl, you stepped into an operational environment where the debris response had already begun, strategic and tactical decisions had already been made during Derecho that you were forced to work with, and constituents and county employees had moved past the honeymoon phase of vegetative debris pick up. There were challenges with establishing debris management sites, debris zones had already been started by other entities, and you were asked to work in precincts split between contractors.

Precinct 3 has 47% of the unincorporated Harris County area. We have 1.2 million residents, over 6800 miles of road right of way, 15 watersheds to include Lake Houston and the San Jacinto river, and over a hundred 30-50 year old neighborhoods replete with dense, mature tree cover. Precinct 3 is geographically very spread out, it can sometimes take two hours to drive from one end to the other during peak traffic.

Despite the difficult environment you walked into, AshBritt continually demonstrated the highest level of knowledge, professionalism, and dedication to customer service. Your response team led an amazing recovery operation focused on safe, efficient, thorough work; specifically Rob Ray, Jason Haynie, Ian Brennan, Jimmy Starr, and Jason Sanders. These professionals worked directly with the precinct to deconflict in-house road and bridge assets, stand up smart DMS locations, and used their experience to place the right number of trucks in the right zones. They answered their phones and they understood political and constituent pressure. They took time to explain their operation, understanding that the more the client understands about how the business works, the better a partner they can be. They finished debris removal well ahead of expectation and their adherence to FEMA rules and regulations ensured maximum potential reimbursement.

While we are not looking forward to the next disaster, when precinct 3 is again impacted by a flood or wind event, we would be blessed to have AshBritt back as our response contractor. Thank you again for your dedication and partnership.

Sincerely,

Jennifer Almonte
Director, Road and Bridge

1414 Wirt Road | Houston, TX 77084 | (281) 463-6300 | Fax: (281) 463-8502
Pct3@pct3.hctx.net | www.pct3.com

CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT
131 East 4th Street
Freeport, Texas 77541
Phone (979) 233-2111
Fax (979) 233-4103

Christopher Motley
Chief / EMC

Mike Praslicka
EMS Coordinator

Jason Shafer
Fire Marshal

November 22, 2024

Ashbritt, Inc.
565 East Hillsboro Blvd
Deerfield Beach, FL 33441

Dear Jaime Robbins,

Thank you for reaching out to discuss the City of Freeport's experience with Ashbritt following Hurricane Beryl. Having dealt with major hurricanes such as Katrina (2005), Rita (2005), and Ike (2008), Freeport has prioritized readiness by maintaining prepositioned debris removal and monitoring contracts since 2009. These contracts were successfully activated during Hurricane Nicholas (2021) and most recently during Hurricane Beryl (2024).

Preplanning, including having prepositioned contracts in place, is critical for addressing crisis that overwhelm local resources during natural disasters. The recovery phase alone, when community infrastructure is severely taxed, poses significant challenges. In anticipation of Hurricane Beryl's impact, Freeport declared a disaster prior to landfall to secure necessary state and federal support.

Hurricane Beryl left Freeport facing widespread vegetative debris, disrupted critical infrastructure (power, water, sewer), and heightened safety risks for residents. AshBritt responded with a level of professionalism and efficiency that significantly bolstered our recovery efforts.

Key Contributions by AshBritt, Inc services:

- Strategic Preparedness: Before landfall, AshBritt's management team engaged extensively with Freeport's Office of Emergency Management (OEM) to develop a detailed debris removal strategy. This allowed for the seamless mobilization of resources once the storm subsided.
- Comprehensive Debris Removal: Their systematic approach cleared roadways and public spaces efficiently, reducing safety hazards and expediting the community's return to normalcy.
- Post-Storm Collaboration: Throughout the recovery, AshBritt maintained continuous communication with Freeport OEM, providing updates and adapting strategies as needed to address evolving priorities.
- Community-Centered Execution: Beyond technical expertise, AshBritt's team demonstrated empathy and understanding, providing reassurance to residents during a challenging time.
- Reimbursable Expenses: Post-disaster debris collection, monitoring, and disposal services were maintained in compliance with FEMA, TCEQ, and local standards. Currently, we are in the process seeking reimbursement from FEMA and TECQ in debris collection and disposal.

Thanks to their proactive and collaborative methods, Freeport's recovery proceeded faster and more efficiently than anticipated. AshBritt set a high standard for disaster response operations, underscoring the importance of prepositioned contracts and a prepared partner in crisis situations.

Freeport is grateful for AshBritt. expertise, responsiveness, and commitment make them a vital resource in emergency response operations.

If you have any questions or would like further details about AshBritt's response during Hurricane Beryl, please do not hesitate to contact me.

Sincerely,

Christopher D. Motley
Fire Chief / EMC

Lowndes County
Board of Commissioners
Bill Slaughter, Chairman

Joyce E. Evans, District 1
Scott Crenshaw, District 2
Mark Wisenbaker, District 3
Demarcus Marshall, Ph.D., Distr.
Clay Griner, District 5

Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-

January 23, 2024

RE: Letter of Recommendation

To Whom It May Concern:

It is with great satisfaction that I extend this letter of recommendation for AshBritt. After Hurricane Idalia, AshBritt efficiently carried out hurricane debris removal services in Lowndes County. Over the past two years, under a contractual agreement, Lowndes County has maintained a highly positive and cooperative relationship with AshBritt.

Before Hurricane Idalia struck, the team at AshBritt maintained constant communication with our county staff. Following the hurricane, they swiftly positioned a representative in our Emergency Operation Center to formulate an action plan.

The level of professionalism demonstrated by AshBritt in the aftermath of Hurricane Idalia was outstanding. Their efforts enabled the opening two Debris Management Sites (DMS) across Lowndes County, covering various municipalities. Impressively, AshBritt managed the removal and processing of over 1.1 million cubic yards of debris while successfully implementing a program for leaners, hangers, and stumps across the county. Their senior project management and liaison teams were always responsive and collaborated seamlessly with our county staff in every project phase.

AshBritt's contribution significantly alleviated the challenges of a difficult situation. I am grateful for the ongoing professional relationship we share with them.

Sincerely,

Ashley Tye

GA-Professional Certified Emergency Manager
Emergency Management Director
Lowndes County Board of Commissioners

Scott James Matheson
Mayor

CITY of VALDOSTA, GEORGIA

PROCLAMATION

WHEREAS, on Wednesday, August 30, 2023, Hurricane Idalia made landfall as a Category 3 Hurricane near Keaton Beach, Florida, causing storm surge inundation of 7 to 12 feet and widespread rainfall which caused flooding in Florida and throughout the Southeast; and

WHEREAS, Hurricane Idalia moved through Valdosta and Lowndes County as a Category 2 storm with maximum sustained winds of 105 miles per hour and poured approximately seven inches of rain into our community causing life-threatening flooding; and

WHEREAS, over a thousand power poles in Valdosta and Lowndes County were snapped and thousands of trees were uprooted leaving 97% of our community in the dark; and

WHEREAS, the City of Valdosta selected AshBritt, a national leader in disaster response and recovery operations, to assist our community in the aftermath of Hurricane Idalia; and

WHEREAS, AshBritt's response to this disaster was truly amazing as they moved in with self-loading grapple and Paul Bunyan trucks and began to remove the huge trees, limbs, and debris from the roadways; and

WHEREAS, AshBritt conducted their work with diligence, respect, integrity, and professionalism, and we will always be forever grateful for their assistance in helping our community return to normal after this disaster; and

WHEREAS, AshBritt also has a philanthropic arm that supports four primary areas which include Disaster Impacted Communities, Vocational Schools and Technical Training, Youth Education, and Mental Health, and they are to be commended for their generous donation to the Greater Valdosta United Way.

NOW, THEREFORE, I, Scott James Matheson, Mayor of the City of Valdosta, do hereby proclaim Tuesday, December 12, 2023 as

ASHBRITT DAY

in Valdosta and call upon all citizens to join me as we honor this organization for the exceptional work they did in our community after Hurricane Idalia and thank them for their selfless service and dedication in helping to make Valdosta, once again, a great place to live, work, and play.

SO PROCLAIMED, this 12th day of December, 2023.

Scott James Matheson, Mayor
City of Valdosta, Georgia

Charlie Toppino & Sons Project References

Please see below for Charley Toppino & Sons project references.

Project Name	Owner's Contact Person	Contract Date	Type of Work	Status	Cost of Work
TOMMY ROBERTS MEMORIAL STADIUM	Name: Ajax Building Corp Address: 109 Commerce Blvd, Oldsmar, FL Telephone: 941-371-6222	5/15/23	UNDERGROUND UTILITIES, EARTHWORK	COMPLETE	$3,498,543
KWIA TAXIWAY A EXTENSION AND MITIGATION	Name: MONROE COUNTY BOCC Address: 500 WHITEHEAD ST, KEY WEST, Telephone: 305-292-4426	11/17/21	UTILITIES, DRAINAGE CONCRETE RESTORATION	ACTIVE	$7,210,999
VALHALLA SEWER DIRECTIONAL DRILL	Name: KEYSTAR INC Address: 5450 MACDONALD AVE 3 Telephone: 305-517-6270	2/18/25	SEWERLINE DIRECTIONAL DRILL	ACTIVE	$1,6,18,430
FDOT T6535	Name: General Asphalt Co, Inc Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	3/23/22	CLEARING, EARTHWORK, UTILTIES	COMPLETE	$4,153,171
DAGNY JOHNSON STATE PARK HABITAT RESTORATION	Name: JAMES POST Address: FDEP, 3800 Commonwealth blvd, Tallahassee FL Telephone: 305-853-3571	8/4/25	EARTHWORK GRADING	COMPLETE	$1,218,000
SOUTH STREET IMPROVEMENTS	Name: City of Key West; Eric Augst Address: 1300 White St, Key West Telephone:305-809-3964	3/14/24	DRAINAGE, STRUCTURES INSTALLTION, PAVEMENT, STRIPING	COMPLETE	$3,513,261
WRECKERS CAY APARTMENTS	Name: Gediminas Bulota Integra Investments Telephone:305-774-0110	3/30/21	MULTI-UNIT HOUSING CONSTRUCTION	COMPLETE	$49,433,701
KWIA ACCESS ROAD	Name: BETH LETO Address: 3491 S ROOSEVELT BLVD, KEY WEST Telephone: 305-809-5239	3/19/21	CLEARING, ASPHALT, STRIPING, DRAINAGE	COMPLETE	$3,213,636
FKAA TRANSMISSION TERMINUS 1153-17	Name: MARNIE WALTERSON Address: 1100 Kennedy Dr, Key West, FL Telephone: 305-295-2154	9/14/24	DIRECTIONAL DRILL, INJECTION WELLS	COMPLETE	$6,068,987
ISLAMORADA TRANSMISSION MAIN	Name: MICHEL'S PIPELINE Address: 817 Main St, Brownsville WI Telephone: Justin Cooke, 920-924-4300	1/17/22	WATER MAIN INSTALLATION; INJECTION WELLS	COMPLETE	$23,717,966
NAS P-730 ENTRY CONTROL FACILITY: SAUER CONSTRUCTION LLC	Name: Max Womack Address: 6621 Southpoint Drive N, Jacksonville, FL 32216 Telephone: 843-955-0760	9/2/25	Earthwork, Stabilization, Utilities, Demolition	ACTIVE	$10,378,143
PUMP STATION G REHABILITATION	Name: Steve Gardner Address: 1100 United St, Key West, FL Telephone: 305-809-3992	12/20/23	SANITARY PUMP BYPASS AND REPLACMENT WETWELL INSTALL	COMPLETE	$2,639,000
UNITED STREET IMPROVEMENTS	Name:CITY OF KEY KEY WEST Address: 1300 White St, Key West Telephone:305-292-4426	4/10/23	EARTHWORK, DRAINAGE INSTALLTION	COMPLETE	$4,860,063
CLINTON SQUARE POCKET PARK	Name:CITY OF KEY KEY WEST Address: 1300 White St, Key West Telephone:305-292-4426	4/25/24	DRAINAGE, FLATWORK, PAVERS, LANDSCAPE	COMPLETE	$1,075,410

Project Name	Owner's Contact Person	Contract Date	Type of Work	Status	Cost of Work
FDOT E6L20-S ROOSEVELT BLVD	Name: GENERAL ASPHALT CO Address: 4850 NW 72 Ave, Miami, FL Telephone: 305-592-3480	8/23/22	DRAINAGE, EARTHWORK, UTILITIES, PUMP STATION, INJECTION WELLS	COMPELTE	$10,556,104
FKAA CRAWL KEY 5 MILLION GALLON STORAGE TANK AND PUMP STATION	Name: FKAA Address: 1100 KENNEDY DRIVE Telephone: 305-296-2454	6/17/25	CONCRETE WATER TANK, PUMP STATION	ACTIVE	$13,654,500
LOFTS AT BAHAMA VILLAGE	Name: Marino Construction Group 7025 Shrimp Road, Key West, FL Telephone: 305-356-5269	12/28/23	SITE DEVELOPME NT, UTILTIES, CONCRETE	COMPLETE	$4,588,737.50
KWIA CONCOURSE A AND TERMINAL	Name: NV2A Gulf KeyStar JV 9100 S. Dadeland Blvd, Miami, FL Telephone: 305-202-0610	09/19/22	SITEWORK, AIRPORT RAMP/ APRON	COMPLETE	$10,556,104
COCO VISTA APARTMENTS	Name: The Vestcor Companies POC: Jason Floyd Email: JFloyd@charleytoppino.com	02/10/22	Multi-Family Housing, Site Development	COMPLETE	$27,962,209
FREDERICK DOUGLASS COMMUNITY CENTER	Name: Jeremy Mosher, Keystar Inc Address: 5450 MacDonaldAve, Key West, FL 33040 Telephone: 786-423-0864	08/29/23	UNDERGROUND UTILITIES, DRAINAGE, EARTHWORK, PAVING, FLATWORK	COMPLETE	$1,037,741
SOMBRERO BLVD DRAINAGE	Name: Jared Weaver Address: 9805 Overseas Hwy, Marathon, FL Telephone: 305-731-9827	01/29/25	Drainage Installation, Pump Station, Asphalt	ACTIVE	$4,870,496.00

Project Highlight – Key West Pump Station Improvements: *The City of Key West Pump Station Improvements Project was built for the City of Key West to improve aging sanitary sewer pump stations across the island. Charley Toppino & Sons was the prime contractor on this project, which included work such as the construction of new control buildings, pumps, and upgraded automated control systems. These pump stations are vital pieces of infrastructure on the island, keeping our sanitary sewer systems operating seamlessly.*

TAB
6

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE

AshBritt

EVALUATION CRITERIA 5: COST

Tab 6. Evaluation Criteria 5: Cost

Please see the following pages for completed cost tables.

**** Please see the following pages for AshBritt Toppino's Unit Proposal Form ****

ATTACHMENT O – UNIT PROPOSAL FORM

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

From (Company Name): AshBritt Toppino LLC

Address (Principal Address): 129 Toppino Industrial Drive, Key West, FL 33040

Phone: 954-725-6992

Email: response@ashbritt.com

Contractor to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for: Disaster Response Services, Provider RFP No.26-008, located at various locations within the City of Key West, Florida.

To: City of Key West
ATTN: City Clerk
1300 White Street
Key West, FL 33040

1.0 The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into a Contract with City in substantially the form as the Sample Contract included in the RFP Documents to perform all Work and any Additional Services as specified or indicated in the RFP Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the RFP Documents.

2.0 Contractor accepts all of the terms and conditions of the RFP and Instructions to Contractors, including without limitation those dealing with the disposition of RFP security. The Proposal will remain subject to acceptance for 90 days after the RFP opening, or for such longer period of time that Contractor may agree to in writing upon request of City.

3.0 In submitting this Proposal, Contractor represents, as set forth in the Contract, that:

A. Contractor has examined and carefully studied the RFP Documents, the other related data identified in the RFP Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No: Addendum Date:

1	4/24/2026
2	5/1/2026
3	5/4/2026

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. 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.

D. Contractor has correlated the information known to Contractor, including location of City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the RFP Documents, and all additional examinations, investigations, and data provided with the RFP Documents.

E. Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the RFP Documents, and the written resolution thereof by the City is acceptable to Contractor.

F. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this RFP is submitted.

4.0 Contractor further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false proposal; Contractor has not solicited or induced any individual or entity to refrain from proposing; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over City.

5.0 Contractor acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Contractor acknowledges that all unit costs include any necessary insurance and bonds.

7.0 The Contractor accepts all liability for improper disposal of solid waste, including debris, construction and demolition debris, hazardous waste, chipping or mulching, infectious waste, white goods disposal, and recycling.

TABLE A – TIME AND MATERIALS

Heavy Equipment	Size or Type	U/M	Unit Price
Skid Steer Loader	Bobcat	Hour	$190.00
Backhoe	Cat 416	Hour	$200.00
Wheel Loaders	Cat950	Hour	$265.00
Wheel Loaders	Cat 966	Hour	$290.00
Wheel Loaders	Cat 980	Hour	$280.00
Tracked Loaders	Cat 955	Hour	$250.00
Towed Loader w/ Tractor	Prentice 210	Hour	$300.00
Self-Loading Knuckle boom Truck	25-35 CY Body	Hour	$300.00
Self-Loading Knuckle boom Truck	35-45 CY Body	Hour	$380.00
Dozer	Cat D4	Hour	$250.00
Dozer	Cat D5	Hour	$300.00
Dozer	Cat D6	Hour	$350.00
Dozer	Cat D7	Hour	$375.00
Dozer	Cat D8	Hour	$400.00
Excavators	Cat 320	Hour	$300.00
Excavators	Cat 325	Hour	$350.00
Excavators	Cat330	Hour	$385.00
Tractor w/ Box Blade	80 Hp	Hour	$100.00
Motor Grader	Cat 120G	Hour	$165.00
Crane	30 Ton	Hour	$400.00
Bucket Truck	Up to 50' reach	Hour	$300.00
Bucket Truck	50' to 75' reach	Hour	$345.00
Trash Transfer Trailer w/ Tractor	110 yard	Hour	$225.00
Street Sweeper	Vacuum Type	Hour	$110.00
Water Truck	2000 gallon	Hour	$135.00
Stump Grinder	Vermeer 252	Hour	$225.00
Chipper w/ 2 man crew	Morbark Storm	Hour	$235.00
12-Foot Tub Grinder	Morbark 1200	Hour	$500.00
13-Foot Tub Grinder	Morbark 1300	Hour	$575.00
Equipment Transport w/ Tractor	50 Ton	Hour	$225.00
Personnel	Size or Type	U/M	Unit Price

Superintendent w/ Pickup Truck	Individual	Hour	$150.00
Supervisor w/ Pickup Truck	Individual	Hour	$100.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	$80.00
Mechanic w/ Truck and Tools	Individual	Hour	$110.00
Climber w/ Gear	Individual	Hour	$150.00
Operator w/ Chainsaw	Individual	Hour	$95.00
Laborer w/ Tools	Individual	Hour	$75.00
Traffic Control Personnel	Individual	Hour	$75.00
Ticket Writers	Individual	Hour	$65.00
Clerical	Individual	Hour	$65.00
Administrative Assistants	Individual	Hour	$85.00

Left Blank Intentionally

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TOMS, and final disposal for a fixed unit price as identified below. This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary for implementation of disaster response services and operations by the Contractor as defined in the Contract.

Hauling for final disposal shall be unit price for the total cost of moving the debris from the TOMS to the final disposal site. The closest landfill that normally accepts C&D and Mixed materials is in Miami Dade County approximately 130 miles North of Key West, Florida.
Contractors should assume a 200-mile haul in their unit price proposal. All Key West City, and FDEP approved TOMS sites are within 10 miles of any location inside of Key West.

Disposal cost (tipping fees) will be the responsibility of the Contractor. The Contractor will pass though the Disposal Cost to the City with no mark up or charge for services. Contractor may be required to set up temporary certified scales to weigh outbound waste. Weight tickets must be reconciled to disposal weight tickets.

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PROVIDED ON THE NEXT PAGE

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PRICE FORM

DESCRIPTION OF SERVICES	U/M	Unit Price $
Collection and Processing		
Vegetative Debris Collection	Per Cubic Yard	$10.15
Vegetative Debris Collection – Seaweed	Per Cubic Yard	$45.00
Construction and Demolition Debris Collection	Per Cubic Yard	$11.50
White Goods Collection	Each	$25.00
Mixed Debris Collection	Per Cubic Yard	$13.25
TDMS Management, Processing and Loading	Per Cubic Yard	$8.25
Sand Screening and Placement	Per Cubic Yard	$30.00
CFC Removal from Compressors	Each	$85.00
Hazardous Waste Collection and Disposal	55 Gallon Drum	$555.00
Hauling for Final Disposal		
Hauling from TDMS to Final Disposal Site <200 Miles	Per Cubic Yard	$37.50
Dead Animal Carcass Hauling and Disposal	Per Pound	$50.00
Tree Debris Removal		
Hangers Removal	Per Tree	$110.00
Hazardous Tree Removal (Leaners)	Per Tree	
<12" to 24"	Per Tree	$400.00
>25" to 48"	Per Tree	$650.00
>49" to 72"	Per Tree	$825.00
> 72"	Per Tree	$1,000.00
Hazardous Stump Removal (Ground Not Less Than 8" Below Grade)		
<6" to 12"	Per Stump	$250.00
>13" to 24"	Per Stump	$300.00
>25" to 48"	Per Stump	$500.00

Note: The U/M for Hazardous Waste Collection and Disposal is per "55 Gallon Drum" and we have provided a price with that U/M to be responsive.
However, on Attachment V, in which the cost proposal is being evaluated, the U/M is listed as "pounds". Therefore, if the U/M for evaluation is "pound", AshBritt proposes $15.00 per pound. If the U/M remains as per drum, AshBritt honors our price above.

>49" to 72"	Per Stump	$675.00
> 72"	Per Stump	$800.00
Stump Backfill	Per Hole	$85.00
Hazardous Stump Removal– Total Stump Removal Including Root Ball	Per Stump	$800.00
Miscellaneous Services		
Demolition of Structures Wood Structures	Per Square Foot	$7.00
Demolition of Concrete Structures	Per Square Foot	$8.00
Demolition of a RACM Structure	Per Square Foot	$50.00
Demolition of a Non-RACM Structure	Per Square Foot	$35.00
Video Record of pre-and post-TDMS site	Each	$0.00
Phase I Environmental Audit	Each	$10,000.00
TDMS Site Restoration Grading	Per Square Yard	$8.00
Topsoil TDMS Site Restoration	Per Cubic Yard	$65.00
Sod TDMS Site Restoration	Per Square Yard	$10.00
Land Based Debris Removal from Canals and Waterways	Per Cubic Yard	$120.00
Water Based Debris Removal from Canals and Waterways	Per Cubic Yard	$150.00
- Restoration of Canal Banks and Slopes	Per Liner Foot	$35.00
Sod Restoration of Canal banks and Slopes	Per Square Yard	$7.00
Fire Suppression Support	Each Unit	$5,000.00 Each Unit/Per day
Motor Vehicles Removal Towing right of way) including to TDMS	Each	$575.00
Motor Vehicles Removal (from canal) Including Towing to TDMS	Each	$900.00
Boat Removal (from right-of-way) Including Towing to TDMS	Linear Foot	$55.00

Emergency Potable Bottled Water (Pallet of .5 Litter 24/Cases)	Cost Per Case	$989.00 per pallet
Emergency Delivery of Ice (Full Truck Load 10 lbs Bags)	Cost Per Truck Load	$9,130.00
Mobile Kitchen Facility to provide 10-100 meals per day	Each Unit	$238,546.00 per week
Mobile Kitchen Facility to provide 101-200 meals per day	Each Unit	$332,059.00 per week
Mobile Kitchen Facility to provide 201-300 meals per day	Each Unit	$398,470.00 per week
Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	$439,721.00 per week
Mobile Laundry Facility	Each Unit	$234,622.00 per week for 250ppl
Mobile Restroom/Shower Facility	Each Unit	$234,622.00 per week for 250ppl
Mobile Fueling Facility	Each Unit	$425.00 per hour+rack rate+$0.30/gal
Mobile Satellite Communications Facility	Each Unit	$36,250.00 per week/mobile command unit+Internet
Mobile Automated Ticket Issue and Tracking System (Hail Pass or Equivalent)	Each Unit	$0.00
Debris Reduction – Compaction	Per Cubic Yard	$6.00
Debris Reduction - Grinding	Per Cubic Yard	$9.00
Debris Reduction - Burning	Per Cubic Yard	$4.00
Emergency Portable Power Generators		
>25KW	Each Unit Per Day	$1,690.00
>50 KW	Each Unit Per Day	$2,283.00
>100KW	Each Unit Per Day	$3,480.00
>250KW	Each Unit Per Day	$5,251.00
>500KW	Each Unit Per Day	$11,335.00
Portable Dewater Pump 6"	Each Unit Per Day	$1,460.00
Manhole and Catch Basin Cleaning	Each Catch Basin	$5,000.00
Storm Drain Piping Cleaning	Per Linear Foot	$15.00

AshBritt Toppino LLC

Name of Contractor

Signature of Contractor

Authorized Member

Title

Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	Pricing included above
Mobile Laundry Facility	Each Unit	
Mobile Restroom/Shower Facility	Each Unit	
Mobile Fueling Facility	Each Unit	
Mobile Satellite Communications Facility	Each Unit	
Mobile Automated Ticket Issue and Tracking System (Hail Pass or Equivalent)	Each Unit	
Emergency Portable Power Generators		
>25KW	Each Unit	
>50 KW	Each Unit	
>100KW	Each Unit	
>250KW	Each Unit	
>500KW	Each Unit	
Portable Dewater Pump 6"	Each Unit	
Manhole and Catch Basin Cleaning	Each Catch Basin	
Storm Drain Piping Cleaning	Per Linear Foot	

AshBritt Toppino LLC
Name of Contractor

Signature of Contractor

Authorized Member
Title

8.0 Contractors Information:

The Contractor states that they are an experienced Contractor and has completed similar work/projects within the last five years. This information has been provided on the Contractors Qualification Statement.

9.0 Contractor accepts the provisions of the Sample Contract provided herein.

State Contractor License No. CGC1533864, CGC1518488. (If applicable)

License Type: General Contractors License

An Individual:
Name (Typed or Printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing Business As: _____

Business Address: _____

Phone number: _____

A Partnership:
Partnership Name (Typed or Printed): AshBritt Toppino LLC (SEAL)

By: _____
(Signature of general partner- attach evidence of signature authority to sign)

Name (Typed or Printed): Brittany Perkins Castillo

Business Address: 129 Toppino Industrial Drive, Key West, FL 33040

Phone Number: 954-725-6992

A Corporation:
Corporation Name: _____(SEAL)

State of Incorporation:_____

Type: (General Business, Professional, Services, Limited Liability): _____

By: _____
(Signature - attach evidence of signature authority to sign)

Name (Typed or Printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address:_____
Phone Number: _____

Detail by Entity Name

Florida Limited Liability Company
ASHBRITT TOPPINO LLC

Filing Information

Document Number	L23000269607
FEI/EIN Number	APPLIED FOR
Date Filed	06/05/2023
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	04/29/2026

Principal Address

129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040

Mailing Address

129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040

Registered Agent Name & Address

TOPPINO, RICHARD
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040

Name Changed: 04/29/2026

Authorized Person(s) Detail

Name & Address

Title AP

TOPPINO, RICHARD
129 TOPPINO INDUSTRIAL DR
KEY WEST, FL 33040

Title AP

CASTILLO, BRITTANY
565 E HILLSBORO BLVD
DEERFIELD BEACH, FL 33441

Title MBR

ASHBRITT, INC.
565 E HILLSBORO BLVD L DRIVE
DEERFIELD BEACH, FL 33441

Title MBR

CHARLEY TOPPINO & SONS, INC
129 TOPPINO INDUSTRIAL DRIVE
KEY WEST, FL 33040

Annual Reports

Report Year	Filed Date
2024	05/01/2024
2025	04/29/2026
2026	04/29/2026

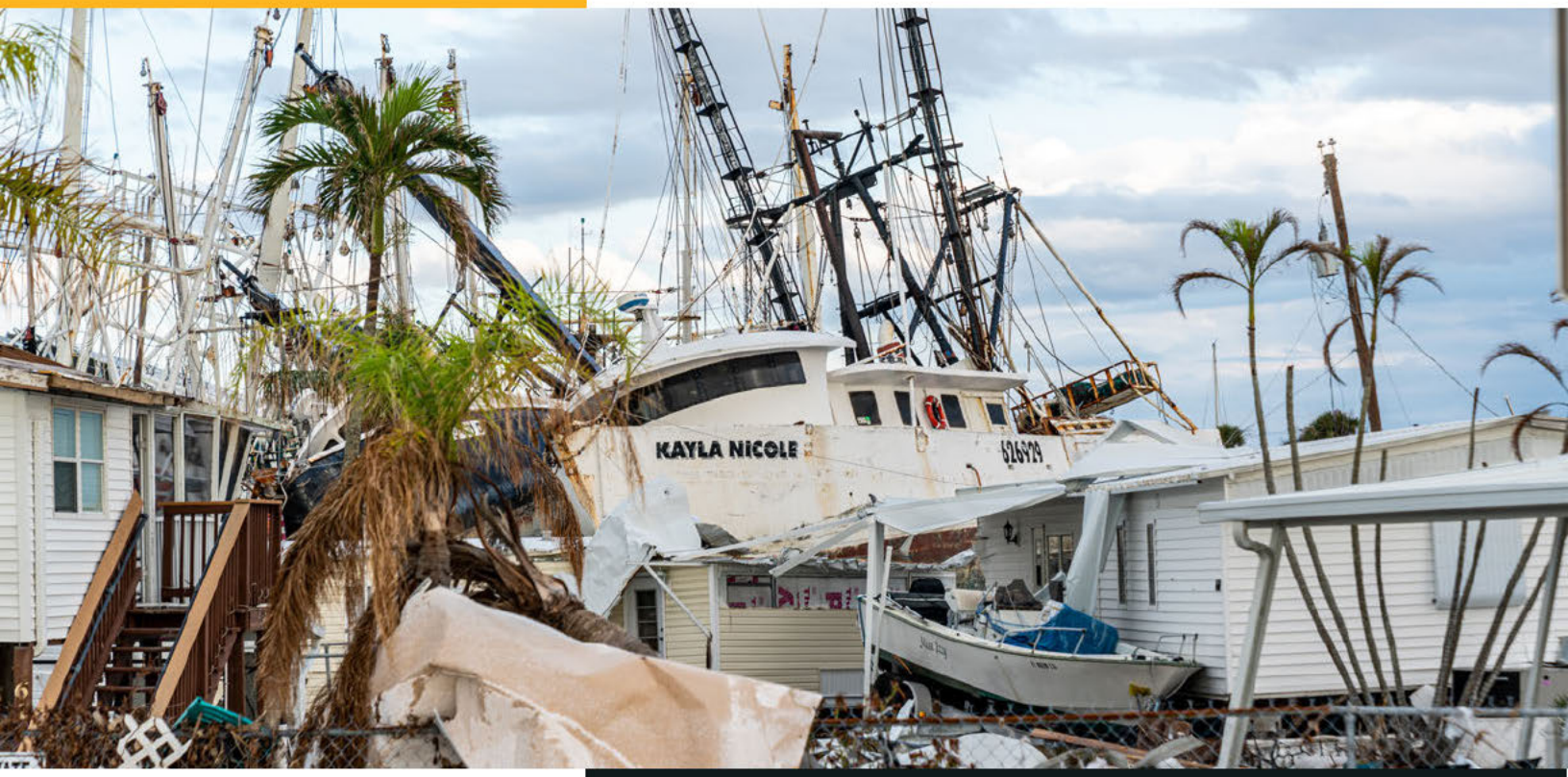
Document Images

04/29/2026 -- REINSTATEMENT	View image in PDF format
05/01/2024 -- ANNUAL REPORT	View image in PDF format
06/08/2023 -- LC Amendment	View image in PDF format
06/05/2023 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

TAB
7

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE



AshBritt

RESUBMISSION OF ENTIRE RFP

Tab 7. RESUBMISSION OF ENTIRE RFP

Pursuant to page 14 of RFP # 26-008, AshBritt Toppino acknowledges the solicitation in its entirety. Each Attachment is acknowledged in Tab 1 of our proposal, and Tabs 2-6 address each of the RFP's Evaluation Criteria.

**** Please see the following pages for a copy of the entire RFP ****

CITY OF KEY WEST

REQUEST FOR PROPOSALS

RFP # 26-008

FOR

Services for Disaster Response

Mayor: Danise Henriquez

City Manager: Brian L. Barroso

Commissioners:

Monica Haskell; District 1
Samuel Kaufman; District 2
Donald "Donie" Lee; District 3
Lissette Carey; District 4
Gregory Veliz; District 5
Aaron Castillo; District 6

REQUEST FOR PROPOSALS
CITY OF KEY WEST - PURCHASING OFFICE
1300 White Street, Key West, Florida 33040

Solicitation Data

Request Number:	RFP 26-008
Title:	Services for Disaster Response
Description:	The City of Key West is soliciting proposals from experienced and qualified Contractor(s) to provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris.
Contact:	Lucas Torres-Bull, Procurement Manager
Phone:	(305) 809-3807
Email:	lucas.torresbull@cityofkeywest-fl.gov
Issue Date:	April 22, 2026
Mail or Deliver Responses To:	City Clerk City of Key West 1300 White Street Key West, FL 33040
Clarification Submittal Deadline:	April 29, 2026, 3:00 P.M. LOCAL TIME
Clarification Response Deadline:	May 1, 2026, 3:00 P.M. LOCAL TIME
Responses Deadline Date:	May 12, 2026, 3:30 P.M. LOCAL TIME
Estimated Award Date:	June 2026

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Attachment A – Anti-Kickback Affidavit
Attachment B – Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
Attachment C – City of Key West Indemnification Form
Attachment D – Equal Benefits for Domestic Partners Affidavit
Attachment E – Cone of Silence Affidavit
Attachment F – Non-Collusion Affidavit
Attachment G – City of Key West E-Verify Affidavit
Attachment H – Affidavit Attesting to Noncoercive Conduct for Labor or Services
Attachment I – Vendor Certification Regarding Scrutinized Companies Lists
Attachment J – Conflict of Interest Statement
Attachment K – Acknowledgement of Conformance with O.S.H.A. Standards
Attachment L – Copy of State of Florida Corporate Filings; Articles of Incorporation as Required; Secretary of State, Florida; City of Key West Business Tax Receipt
Attachment M – Copy of Draft Contract Documents
Attachment N – Acknowledgement of Conformance with FEMA/NIMS Standards
Attachment O – Unit Proposal Form
Attachment P – Sample Load Ticket
Attachment Q – List of Contractor's Equipment and Facilities (Including Location)
Attachment R – Contractor's Qualifications Statement
Attachment S – Trench Safety Act Form
Attachment T – Acknowledgement of Conformance with O.S.H.A. Standards

Draft Agreement 102

City of Key West

Request for Proposals

Services for Disaster Response

RFP No. 26-008

NOTICE: Pursuant to Sec. 2-769 of the City's Code of Ordinance, sealed proposals for consideration to provide the services detailed in the scope of services listed below, shall be received until **3:30 P.M. on May 12, 2026.** The submittals shall be clearly marked **"RFP No. 26-008 –Services for Disaster Response."**

All submittals shall be publicly opened and recorded on May 12, 2026; at 3:30 P.M.** Late submittals shall **not** be accepted or considered.

Please submit one (1) original and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside "Sealed Proposals for RFP No. 26-008 Services for Disaster Response" addressed and delivered to the City Clerk at the address noted above.

Solicitations may be found via the City of Key West website (www.cityofkeywest-fl.gov) under Finance and via Onvia DemandStar, central notification systems which provide Proposal notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Key West reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any irregularity in any submittal. The City may reject any or all Proposals and re-advertise.

PROJECT OVERVIEW

The City of Key West (the "City") is issuing this Request for Proposals (RFP) to solicit responses from qualified and experienced Contractors to provide Disaster Response Services on an as-needed basis following a declared disaster or other emergency event. The Contractor shall provide all labor, supervision, equipment, materials, and incidentals necessary to perform debris removal, collection, reduction, hauling, and lawful disposal services from public rights-of-way, public property, and other locations as directed by the City.

All work shall be performed in accordance with applicable Federal Emergency Management Agency (FEMA) requirements, including but not limited to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), FEMA Public Assistance Program and Policy Guide (PAPPG), and all other applicable federal, state, and local laws, regulations, and ordinances. The intent of this solicitation is to establish one or more pre-positioned, competitively procured contracts to ensure the timely, efficient, and cost-effective removal and disposal of disaster-generated debris in a manner that maximizes eligibility for FEMA reimbursement.

Through this RFP process, prospective Contractors are invited to submit detailed proposals in accordance with the requirements and timelines set forth herein. Only those submissions that include all information requested—at the sole discretion of the City—will be considered for evaluation.

The City intends to use the proposals received to rank the Contractors based on price, qualifications, experience, and responsiveness. Following the evaluation process, the City will initiate contract negotiations with the top-ranked Contractor. Once under contract, the selected Contractor may be assigned additional specific projects on an as-needed basis via an approved Task Order.

All inquiries must reference "**RFP No. 26-008 –Services for Disaster Response**", in the subject line and should be directed to the following email at lucas.torresbull@cityofkeywest-fl.gov. No phone calls will be accepted in reference to this solicitation. Any communication regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City reserves the right to delay or modify scheduled dates and will notify Contractors of all changes in scheduled dates.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) **We/Us/Our/City**

These terms refer to the City of Key West, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Finance-Division

The Division responsible for handling procurement related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) **You/Your**

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or Subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Contractor will have different obligations than "you" as a Successful Contractor will have upon awarding of this contract.

Contractor

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Contractor

The Contractor whose Proposal to this solicitation is deemed to be the most advantageous to the City. A Contractor will be approved for award by the City Commission, and a contract will be executed for the provisions of the goods and/or services specified in this RFP.

(iii) **Proposals/ Submittals**

The written, sealed document submitted by the Contractor in response to this RFP Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Contractor after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed, and distributed simultaneously to all known prospective Contractors.

(i) **Written Addenda**

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Contractors via Demand Star. Addendum will be uploaded to Demand Star, available via link on the City's webpage. If necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Contractors for the preparation of a Proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Contractor must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Contractor may request clarification by written request to the Procurement Contact. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Finance Division as having received the RFP documents. No person is authorized to give oral interpretations of or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Contractors must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. Respondents claiming that any portion of their proposal is exempt from public disclosure must identify each page or portion claimed exempt, cite the specific statutory basis for the claimed exemption, and submit both an unredacted copy and a redacted public copy. General claims of confidentiality, trade secret status, or proprietary treatment without a specific statutory citation will not be controlling on the City.

1.6 WITHDRAWAL OF PROPOSAL

A Contractor may, without prejudice, withdraw, modify, or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Key West and any Contractor. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Contractor and the City of Key West. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this Proposal prior to delivery, it shall be the responsibility of the Contractor to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Contractors may incur for preparing and submitting Proposals called for in this RFP.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Contractor in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

The City reserves the right to request that the Contractors(s) modify a submittal to more fully meet the needs of the City.

(iv) **Proposal Acknowledgment**

By submitting a Proposal, the Contractor/Contractor certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification To Submittals**

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all Proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All Proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate Proposals and/or statements will not be considered or accepted by the City.

(viii) **Economy of Preparation**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Contractors' ability to fulfill the requirements of the Proposal.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Contractors should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Contractors are required to identify with specificity any information contained in their Proposals which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All Proposals received from Contractors in response to this RFP shall become the property of the City of Key West and shall not be returned to the Contractor. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Contractors shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (FL Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Key West, City Ordinance Sec 2-766-2-845 Cone of Silence, City of Key West Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Contractor hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Commission members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Contractor or Contractor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Contractor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Contractor. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Contractor recognizes that with respect to this transaction, if any Contractor violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Contractor may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals for goods or services to City. The term "Contractor," as used in this section specifically includes any person or entity making and submitting a Proposal to the City for the provision of goods and/or services to City.

Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-773 Cone of Silence, 2-289 Conflict of Interest and 4.10 Disclosure of Financial Interest by Officers and Employees are applicable to this transaction.

A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
(1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
(2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
(3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
(4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
(c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
(1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city commission;
(2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.
(A) However, any written communication must be filed with the city clerk. Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.
(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;
(3) Oral communications at duly noticed pre-Proposal conferences;
(4) Oral presentations before publicly noticed evaluation and/or selection committees;
(5) Contract discussions during any duly noticed public meeting;
(6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
(7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
(8) Purchases exempt from the competitive process pursuant

to section 2-797 of these Code of Ordinances;
(d) *Procedure.*
(1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by section 2-826 of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
(2) The cone of silence shall terminate:
(A) At the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all Proposals or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
(B) At the deadline for submission of responses to the solicitation if only one vendor has responded.
(3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.
(e) *Violations/penalties and procedures.*
(1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.
(2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
(3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
(4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
(5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section.

1.12 SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Contractor acknowledges that the materials submitted with the Proposal and the results of the City of Key West evaluations are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Contractor, the City Manager shall give written notice to the Awarded Contractor stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Key West.

1.15 PROPERTY

Property owned by the City of Key West is the responsibility of the City of Key West. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Key West. Damages to such property occurring while in the possession of the Awarded Contractor shall be the responsibility of the Awarded Contractor.

1.16 TERMINATION FOR DEFAULT

If the Awarded Contractor defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Contractor shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Contractor was not in default or (2) the Awarded Contractor's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result

from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Proposals will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Contractors must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposals by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Contractor shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes. The specific contract-for-services public-records obligations required by section 119.0701, Florida Statutes, shall be included verbatim in the Agreement and control in the event of conflict.

1.20 CAPITAL EXPENDITURES

Awarded Contractor understands that any capital expenditures that the Awarded Contractor makes, or prepares to make, in order to perform the services required by the City of Key West, is a business risk which the Awarded Contractor must assume. The City of Key West will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Contractor. If Awarded Contractor has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Key West.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Monroe County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Key West and Awarded Contractor/Contractor, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Contractor, in substantially the form attached hereto, shall include, but not be limited to, the following terms and conditions:

A. The Awarded Contractor agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Contractor shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded

Contractor, its employees, agents, or sub-Contractors.

B. The Awarded Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Awarded Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Contractor shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Contractor and the City, that the completion time as specified in Awarded Contractor's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 EQUAL BENEFITS FOR DOMESTIC PARTNERS FOR PROCURED PROJECTS

Awarded Contractor will be required to comply with Ordinance Sec 2-799 –Provide Equal Benefits for Domestic Partners.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the City or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the City Commission or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION 1

SECTION 2
SPECIAL CONDITION

2.1 PURPOSE

The City of Key West invites qualified and experienced firms to submit proposals to provide disaster response services in support of emergency response, disaster recovery, and related operations. The selected Contractor shall furnish all labor, supervision, equipment, materials, systems, and technical expertise necessary to provide comprehensive disaster response services, including emergency response support, debris removal, recovery operations, and related services as directed by the City.

The Contractor(s) shall provide services in compliance with all applicable federal, state, and local requirements, including but not limited to Federal Emergency Management Agency (FEMA) Public Assistance Program requirements, 2 CFR Part 200 (Uniform Administrative Requirements), Federal Highway Administration (FHWA) requirements where applicable, State of Florida requirements, and all applicable City standards and contract requirements. All work performed shall be fully documented and performed in a manner that supports eligibility determinations and maximizes reimbursement for eligible disaster-related work.

The Contractor shall provide the personnel, equipment, materials, and logistical support necessary to respond to disaster events and perform emergency response and recovery services before, during, and after disaster events. Services may include, but are not limited to, debris removal and disposal, emergency protective measures, demolition, debris management site operations, hazardous material handling, emergency roadway clearance, temporary facilities and services, water and flood control operations, emergency power support, and other disaster response services as directed by the City.

The Contractor shall provide management, operational coordination, documentation, and reporting services necessary to ensure all disaster response operations are properly executed, documented, and compliant with applicable regulatory and funding agency requirements. The Contractor may also be required to coordinate with federal and state agencies, including FEMA and the State of Florida, and provide technical and administrative support during project formulation, documentation review, audits, and project closeout.

The Contractor shall maintain effective coordination and working relationships with City staff, regulatory agencies, and other Contractors involved in disaster response and recovery operations.

The Contractor shall be capable of mobilizing resources within the timeframes specified by the City and shall maintain sufficient staffing and equipment resources to support large-scale emergency response operations.

The initial contract resulting from this solicitation shall have an initial term of three (3) years beginning on the effective date. The City may, in its sole discretion, renew the contract for one (1) additional term of up to two (2) years, for a maximum total term of five (5) years, upon written notice and approval in accordance with City requirements. Any renewal shall be on the same terms and conditions unless amended in writing by the parties and approved as required by the City.

2.2 MINIMUM REQUIREMENTS

All Contractor's that submit a proposal shall meet, but not limited to, the following minimum qualifications:

- A minimum of five (5) years of experience providing disaster response/recovery services, for municipal, county, or state governmental entities.

- Demonstrated knowledge and experience with FEMA and State Public Assistance eligibility, documentation, and reimbursement procedures.

- Experience providing services similar in scope to those required under this solicitation for a minimum of five (5) jurisdictions, of the same size and complexity as the City.

- Demonstrated experience supporting multiple jurisdictions and/or large-scale debris operations.

- Capacity to mobilize qualified personnel and equipment within the time stated in the Task Order or Notice to Proceed. Proposer shall disclose any pre-event, concurrent, or overlapping commitments that could affect mobilization or performance and shall explain how adequate resources will be maintained for City work.

- Be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and

- Be able to perform the Services and any other agreed to services in a timely

manner, recognizing that the CITY desires to have this project completed within 30 days following completion of debris hauling and removal.

2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent's must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this solicitation. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 EXECUTION AND TERM OF CONTRACT

The City and the Awarded Contractor shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Commission at a fully authorized meeting. If the Contractor awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Contractor, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for one (1) additional Two (2) year period for a maximum total of five (5) years. The Awarded Contractor shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Contractor. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.5 PROPOSAL FORMAT AND SIGNATURES

To be considered, proposals must be submitted in accordance with the City's specified instructions. The entire proposal must be resubmitted, including all executed forms, with each section signed to indicate it has been read and understood, and all response

forms fully completed. Proposals should be typed or printed using black or blue ink only; the use of erasable ink is prohibited. The proposal submitted in response to this Request for Proposals (RFP) shall be printed on 8-1/2" x 11" white paper and bound; shall be clear and concise, tabulated, and provide the information requested. Any corrections must be initialed. Proposals submitted by corporations must be signed in the corporate name by the President or another authorized corporate officer, along with documentation verifying the authority to sign. The corporate address and state of incorporation must be listed beneath the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.6 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Contractor's. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 4 of this solicitation. The City of Key West shall be the sole judge in determining Contractor's qualifications.

The City anticipates awarding a single contract but reserves the right to award multiple contracts if it is determined to be in the best interest of the City.

The Contractor understands that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual have been authorized by the appropriate level of authority within the City, and an agreement has been executed by both parties and approved by the appropriate level of authority within the City.

The City, at its sole discretion, reserves the right to inspect any/all of the Contractor's facilities to determine their capability to meet the requirements for the contract. Also, rates, responsibility, and responsiveness of the Contractor, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

In the event the parties are unable to negotiate terms acceptable to the City, the City

may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit.

The City reserves the right to reject all proposals, to waive non-material, technical variances, or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

The City's Selection Committee will evaluate proposals and will select the Contractor which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate the proposals submitted in response to this Request for Proposal and to establish the most advantageous firm/individual, further identified as the No. 1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I — EVALUATION

In a publicly noticed meeting, a Selection Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Selection Committee to allow each firm/individual an opportunity to provide the Selection Committee with additional insight regarding their proposal and that of the qualifications of the firm/individual.

Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories listed below. The points awarded for each Category will be totaled, ranked, and tabulated to determine the top ranked firm/individual to provide the City Commission. Should the number of Contractors exceed three (3), the Selection Committee will provide the City Commission with a ranking of the "shortlisted" firms/individuals.

PHASE II — SELECTION

The Selection Committee will submit their tabulated scores and firm/individual ranking to the City Commission for their consideration to award the contract. The City Commission may accept the ranking recommendations of the Selection Committee and may request firms to give a presentation and/or answer questions,

amend rankings, or reject all Proposals. The City Commission will make the final selection. The City shall not be responsible for any costs of preparation or costs incurred in relation to any opportunities for an interview.

Subject to approval by the City Commission, a contract may be awarded to one or more Contractors deemed the most responsible and responsive, based on the selection criteria. Any award will be contingent upon the execution of a contract, which must be in a form and substance approved by the City Commission. In determining responsibility, the City may consider relevant past performance, integrity, capacity, and litigation history only to the extent such matters materially relate to the respondent's ability to perform this contract in a responsible manner and as permitted by law.

EVALUATION CATEGORIES — PHASE I & II

Evaluation Criteria - Proposals will be scored and ranked by the Committee, based on the following criteria and points:

Category		Points
1.	Qualifications/Experience: • Contractors past performance and experience in providing proposed services, including demonstrating relevant experience. • Qualifications and experience of Project Manager; • Qualification and experience of key personnel assigned to project; • Qualifications, experience, and past performance of Contractor/Qualifications, Experience and past performance of Subcontractors; • Number of other projects that all/some of proposed team and Subcontractors have worked together on; • Demonstrated understanding of island logistics, disaster debris operations, constrained-site staging, and similar tropical/coastal municipal conditions, as shown by past project experience, proposed plan, and mobilization approach; no points are awarded based solely on office location or local presence.	10
2.	General Operations Plan: • Documentation of understanding of Scope of Work and requirements; • Contractor's approach to the Project; • Contractor's equipment resources; • Subcontractor owned resources, capacity to perform;	20

	• Mobilization Plan Quality and sufficiency of staffing plan and organizational structure; • Proposed ticket quality assurance/quality control program.	
3.	Financial Stability: • Number of years the business has been in operations; • Size of projects successfully completed in the past 5 years • Strength of latest financial statement	10
4.	Past Performance (Reference Verifications): • Total dollar amount of rejected reimbursements (FEMA Audit); • Number of rejected reimbursements(FEMA Audit); • Total Yards/Tons of debris handled by Contractor in the last five years;	20
5.	Cost Proposal Points: Lowest Lump Sum for handling 200,000 yards of debris (40 Points) Between 100.1% and 102% of Lowest Lump Sum (38.5 Points) Between 102.1% and 104% of Lowest Lump Sum (37 Points) Between 104.1% and 106% of Lowest Lump Sum (35.5 Points) Between 106.1% and 108% of Lowest Lump Sum (34 Points) Between 108.1% and 110% of Lowest Lump Sum (32.5 Points) Between 110.1% and 112% of Lowest Lump Sum (31 Points) Between 112.1% and 114% of Lowest Lump Sum (29.5) Between 114.1% and 116% of Lowest Lump Sum (28 Points) Between 116.1% and 118% of Lowest Lump Sum (26.5) Between 118.1% and 120% of Lowest Lump Sum (25 Points) Between 120.1% and 122% of Lowest Lump Sum (23.5 Points) Between 122.1% and 124% of Lowest Lump Sum (22 Points) Between 124.1% and 126% of Lowest Lump Sum (20.5 Points) Greater than 126% of Lowest Lump Sum (19 Points)	40
Total Points		100

2.7 DUE DATE

All proposals are due no later than **May 12, 2026, at 3:30 P.M.** All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Key West. The City of Key West cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposals must be supplied to constitute a regular submittal.

2.8 INSURANCE REQUIREMENTS

Successful Contractors shall maintain, at their sole expense and during the term of this Agreement, all insurance requirements in accordance to Exhibit A.

Please Note: The certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of Insurance (COI), reflecting evidence of the required insurance, shall be provided to the City, in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At the time of the award, the selected Contractor must provide a Certificate of Insurance and a Declaration of Coverage Page, which must list the City of Key West as an additional insured on each applicable policies mentioned in Exhibit A.

EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed in the proposal. Any exceptions to these Sections may cause the proposal to be considered non-responsive.

2.9 INQUIRIES

Any questions regarding this solicitation shall be directed in writing to the Procurement Contact via email at lucas.torresbull@cityofkeywest-fl.gov. All inquiries must have in the subject line the following: **RFP No. 26-008 - Services for Disaster Response.** If your request is seeking a public record, such as an award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Contractors requiring clarification or interpretation of the RFP must submit them via email **on or before 3:00 P.M. on April 29, 2026**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Contractors on Demand Star, also available via link on the City's website.

2.11 VERIFICATION OF INFORMATION

The City may verify the information submitted by the Contractor and may obtain and evaluate additional information, as it deems necessary to ascertain the Contractor's ability to perform under this solicitation. The City shall be the sole judge of a Contractor's ability to perform, and its decision shall be final.

2.12 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this contract at the City's option. The Awarded Contractor shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Contractor.

2.13 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES

2.13.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms

or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.13.2 The City reserves the right to disqualify Contractors during any phase of the competitive solicitation process and terminate for cause, any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor.

2.14 BACKGROUND INFORMATION

The City reserves the right, prior to awarding the contract, to request additional evidence of a Contractor's qualifications as deemed necessary. The City may consider any available information regarding the Contractor's financial, technical, and other qualifications, including past performance and experience with the City.

2.15 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

2.16 PAYMENT/ INVOICES

The Contractor will be compensated for authorized work completed in accordance with the Fee Schedule attached hereto and identified as Attachment O, and any written Task Order, Notice to Proceed, or purchase order. Contractor shall submit load tickets, force-account labor and equipment tickets, disposal tickets and or hourly time and materials tickets (first seventy-two hours), and all other supporting documentation required by the City. Unless the City approves another billing cycle in writing, invoices may be submitted weekly and shall identify the applicable purchase order or task order and all supporting ticket numbers. The City shall pay approved invoices in accordance with Chapter 218, Part VII, Florida Statutes, as applicable to the services invoiced. Any recycling, salvage, rebate, or similar proceeds attributable to materials collected under this Contract shall be remitted or credited to the City unless the City expressly agrees otherwise in writing.

2.17 CONTRACT CANCELLATION

Termination by the City for convenience shall be governed by Section 1.17 of this RFP.

The Contractor may terminate the Contract only for cause, upon one hundred twenty (120) days written notice to the City, unless a shorter period is approved in writing by the City.

If the Contractor terminates the Contract without cause or fails to perform in accordance with the Contract, the Contractor shall be liable for any additional costs incurred by the City to procure replacement services, together with any other damages available at law or in equity.

Nothing herein shall limit the City's rights under Section 1.17 or any other termination provision of this Contract.

2.18 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Contractor's submission of an RFP constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Contractor's qualifications.

2.19 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs not identified in the Contractor's proposal.

2.20 FEDERAL FUNDING SOURCE

This Request for Proposals and any contract resulting from it may be funded, in whole or in part, with federal disaster assistance funds provided through the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as administered through the FEMA Public Assistance (PA) Program, and other applicable federal funding sources.

Accordingly, the Contractor shall comply with all applicable federal statutes,

regulations, executive orders, and FEMA program requirements, including but not limited to the procurement and contract provisions set forth in Title 2 of the Code of Federal Regulations (2 CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The selected firm shall comply with all applicable requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), the Florida Department of Transportation (FDOT), the Florida Department of Environmental Protection (DEP), the Stafford Act, and any other federal, state, or local governmental agency having jurisdiction over disaster response and recovery activities, including all requirements established by the City.

The selected firm shall maintain current knowledge of FEMA and other applicable agency guidelines, policies, and regulatory requirements, and shall provide professional guidance to the City throughout the duration of the project to help ensure compliance and maximize eligible financial reimbursement.

To support an efficient and accurate cost recovery process, the selected firm shall demonstrate a comprehensive understanding of the documentation, reporting, and compliance requirements associated with FEMA reimbursement processes, other applicable federal disaster assistance programs, and relevant State of Florida disaster recovery programs.

2.21 FULL AND OPEN COMPETITION

All procurement transactions shall be conducted in a manner providing full and open competition consistent with 2 CFR §200.319. The City shall not place unreasonable requirements on firms, require unnecessary experience, or otherwise restrict competition.

2.22 COST/PRICE ANALYSIS

The City shall perform a cost or price analysis in connection with every procurement

action in excess of the Simplified Acquisition Threshold, including contract modifications.

2.23 AFFIRMATIVE STEPS (MBE/WBE)

The City shall take all necessary affirmative steps to ensure minority businesses, women's business enterprises, and labor surplus area firms are used when possible and practical.

2.24 PROHIBITION ON TIME & MATERIALS (T&M) WITHOUT CEILING PRICE

Time-and-materials contracts shall only be used after a determination that no other contract is suitable and shall include a ceiling price that the Contractor exceeds at its own risk.

2.25 GEOGRAPHIC PREFERENCE

The City shall not use statutorily or administratively imposed geographic preferences in the evaluation of Proposals or proposals, except where applicable federal statutes expressly mandate or encourage such preference.

2.26 PROHIBITION OF COST-PLU PERCENTAGE OF COST

Cost-plus-percentage-of-cost and percentage-of-construction-cost methods of contracting shall not be used when utilizing FEMA funding.

2.27 CONTINGENCY FEE PROHIBITION

The Contractor shall not receive compensation based on a percentage of FEMA reimbursement or any other contingency fee arrangement. Compensation shall be based solely on actual services performed in accordance with the approved fee schedule.

END OF SECTION 2

SECTION 3
SCOPE OF SERVICES

3.1 BACKGROUND

Key West is an island city measuring approximately 4 miles in length and 1.5 miles in width. Located at the southernmost point of U.S. Highway 1, it is situated 153 miles southwest of Miami, Florida, and 93 miles northwest of Havana, Cuba. Key West serves as the county seat of Monroe County and encompasses the entire island, along with a portion of neighboring Stock Island to the northeast. The city's economy is primarily driven by tourism and commercial/charter boat fishing. A significant portion of the workforce is employed in the service industry, along with positions in government agencies and schools.

The City's estimated permanent population in 2023 was 25,000. In addition to its residents, Key West is a world-renowned tourist destination and a favored location for second homes. On any given day, the total population in Key West—including permanent residents, seasonal residents, the maritime population, overnight tourists, day-trippers, cruise ship visitors, commuters, and shoppers—is estimated to exceed 50,000. This number can surge significantly during major events such as Fantasy Fest or New Year's Eve.

The City operates under a commission-manager form of government, with six district Commissioners and one Mayor elected at large. The City Commission appoints members to various volunteer boards and commissions, which are responsible for carrying out duties outlined by State law, the City Charter, and local ordinances. These boards and commissions include the Planning Board, the Historic Preservation Committee, and the Tree Commission. Additionally, the City Commission appoints Special Advisory Committees to provide community input on specific issues and projects as needed. Current advisory boards include the Key West Bight Management District Board, Parks & Recreation Advisory Board, Bahama Village Redevelopment Advisory Committee, Arts in Public Places Advisory Board, Contractors Examining Board, and the Environmental Sustainability Board.

3.2 SCOPE OF SERVICES

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris.

These contracted services shall include all items listed below and provide for the cost effective and efficient removal and lawful collection and disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with FEMA requirements. Contract services will only be performed when requested and as designated by the City Manager (or his designee) by approved Work Authorization issued in writing. Contractor shall load and haul the debris from within the legal boundaries of the City or city designated Temporary Debris Management Site(s), to a site(s) specified by the City.

The City reserves the right to assign work to various Contractors, at its sole discretion. The City also reserves the right to approve all Subcontractors hired by the Contractor and/or to require the Contractor to dismiss a Subcontractor upon request.

3.2.1 Emergency Push / Road Clearance:
Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the City. The emergency push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable.

3.2.2 Debris Removal from Public Right-of-Way (ROW):
As directed by the City, Contractor shall load and haul all eligible debris to an approved and certified Temporary Debris Management Site (TOMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

3.2.3 Debris Clearance/Removal from Public Property:
As directed by the City, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TOMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

3.2.4 Demolition of Structures and Construction Debris Removal:
As directed by the City, Contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the

health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the Right of Entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

3.2.5 Private Property Waivers:
The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners and/or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

3.2.6 Debris Separation/Reduction and Temporary Debris Management Site (TOMS) Management:
Contractor shall operate and manage the TOMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City. Actions by the Contractor will include, but are not limited to, the following:

- Ensure that only debris authorized by the City's Contract Administrator will be allowed into the TOMS sites.

- Provide to the City a video record of the pre- and post-use site conditions.

- Conduct an onsite Phase 1 Environmental Audit, if required by the City.

- Contractor shall submit list of engineering firms that shall be engaged by Contractor to perform such Audit.

- Prepare a plan of proposed site layout and review with the City prior to its implementation.

- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.

- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TOMS.

- Build and/or maintain roads as necessary for TDMS operation.

- Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TOMS.

- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.

- Confine hours of operation of the TOMS to those determined by the City.

- Stage and process all debris in a manner in accordance with instructions from the City in a manner acceptable to FEMA.

- Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.

- Prior to reduction and to the extent practical, segregates debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.

- Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TOMS.

- Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of

debris accepted at the TOMS.

- Upon the closure of the TOMS, restore the TOMS to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.

- As directed by the City, sod, hydro-seed or sprig the TOMS property once all other site closure issues have been addressed and cleared by the appropriate environmental agency.

- As directed by the City, conduct post use soil and water tests as required by FDEP.

- Ensure debris from multiple disaster incidents is stored separately enough to distinguish the related costs per disaster.

- TOMS should have a tent, chair, and portable toilet available for staff to use while monitoring and working at the site.

3.2.7 Designation and Management of Staging Areas:
City shall provide list of staging areas to Contractor. Contractor shall identify appropriate staging areas for approval by City that would accommodate activities such as truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The City shall apply for and maintain any FDEP permits required for the site(s).

Contractor shall provide temporary housing, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-Contractor personnel. The City will approve of the location(s), size, layout and services to be provided at any staging area established by the Contractor, who will ensure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

3.2.8 Management of Tree Debris:
Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning

trees, and similar materials resulting from trees damaged during the event. The City shall direct the Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the Contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris on the cost basis of the cubic yard rate for regular vegetative debris.

3.2.9 Management of Hazardous Materials:
The Contractor will provide collection, identification, separation, hauling and disposal services for any Hazardous Waste or Household Hazardous Waste generated by the event.

3.2.10 Management of White Goods:
The Contractor will provide for collection, processing, hauling and disposal services for all White Goods, including Chlorofluorocarbons (CFC) refrigerant containing devices. The Contractor will be responsible for removal all CFC gases from White Goods prior to processing or shipping of White Goods for final disposal. The Contractor will be responsible for meeting all Federal and State requirements for the proper and safe handling of CFC containing devices. The cost basis will be the unit prices defined on Attachment P.

3.2.11 Disaster Recovery Technical Assistance:
The Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the City Representative.

3.2.12 Post Event Support Equipment:
The Contractor will supply the City with post event support equipment as requested. Equipment may include but not limited to: mobile satellite communications gear, mobile high-speed internet access, mobile radio

communications gear, mobile cellular gear, mobile fueling gear, mobile kitchens, mobile housing, mobile laundry facilities etc.

3.2.13 Monitors:
The City will use trained City staff or hire contract employees and train them to perform as monitors. Each Contractor crew will be assigned a monitor at the City's expense.

3.2.14 Beach Cleaning:
In the event that the City's beaches have been damaged, the Contractor will provide all necessary equipment and manpower to remove debris from the City beaches, screen the beach sand as directed by the City and replace the screened sand on the beach as directed. The Contractor will be responsible for collection, hauling and disposal of any debris generated in the process of beach cleaning. The cost basis will be the unit prices defined in Attachment A.

3.3 PERFORMANCE OF SERVICES

3.3.1 Description of Service:
The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of the Contract or meeting the approval of the City may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at.no additional cost to the City.

3.3.2 Proposal Form - Cost of Services:
The Contractor shall submit Attachment A providing a unit price Proposal on Proposal Form in these RFP Documents. The Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon execution of the Contract, payments will be made based on a unit price basis as specified in the Contract. Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachment A, of the RFP Documents. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations

between the Contractor and the City and approval by formal action as deemed necessary by the City. In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Contract.

3.4 STANDARDS OF PERFORMANCE:

3.4.1 Contractor Representative and General Operations Plan:

The Contractor shall have a knowledgeable and responsible representative report to the City and provide a copy of final Contractor's General Operations Plan within ten (10) days following the execution of the Contract. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor's Representative shall have the authority to implement all actions required to begin the performance of contracted services as set forth in the Contract and the Contractor's General Operations Plan.

3.4.2 Mobilization:

When a notice to proceed in advance of an event has been received by the Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services. It is the City's discretion to require pre-event staging at a location designated by the City. The City may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

3.5 GENERAL RESPONSIBILITIES:

3.5.1 Other Agreements:

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. City will provide the Contractor with a copy of any applicable agreements.

3.5.2 The City's Obligations:

The City shall furnish all information and documents necessary for the

commencement of contracted services, including a written Work Authorization.

3.5.3 Contractor's Conduct of Work:
The Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and Subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

3.5.4 Supervision by Contractor:
The Contractor will supervise and/or direct all contracted services performed by its employees, agents and Subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety and other procedures. The Contractor will employ and maintain a qualified Contractor's Representative as project manager at the worksite(s) who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's Representative by the City shall be as binding as if given to the Contractor.

3.5.5 Self-sufficiency of Contractor and Subcontractors:
The Contractor shall ensure that its work force, including Subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

3.5.6 Damages by Contractor:
The Contractor shall conduct all operations in a manner that minimizes damage to public and private property and infrastructure. The Contractor shall promptly notify the City in writing of any damage caused by the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors and shall take reasonable measures to prevent further damage. At the City's election, the Contractor shall either repair the damage to the City's reasonable satisfaction or reimburse the City for the reasonable documented cost of repair. Nothing in this section limits any other remedy available to the City under the Contract or at law.

3.5.7 Contractor's Duty Regarding Other Contractor(s):

The Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

3.5.8 Contractor's Ownership of Debris:
All debris collected or handled under this Contract shall remain subject to the City's control and applicable law. Contractor shall have no ownership or salvage rights in debris, white goods, recyclable materials, or recovered materials unless expressly authorized in writing by the City in a Task Order. Any proceeds from recycling, salvage, rebates, or similar recovery attributable to material collected under this Contract shall belong to the City unless the City expressly agrees otherwise in writing.

3.5.9 Contractor's Disposal of Debris:
Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TOMS shall be approved by the City. Final disposal sites shall be provided to the City in writing. Copies of receipts and disposal tickets shall be provided to the City when complete. Separate unit prices for delivery and disposal of debris to TOMS and final disposal may be allowed by the City. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City. All disposal sites must be permitted and/or otherwise authorized by the appropriate regulatory agency.

3.5.10 Multiple, Scheduled Passes:
The Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Contractor will document the completion of all passes based on the direction from the City and will provide this documentation to the City on the frequency requested by the City.

3.5.11 Clean as you go Policy:
The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Contractor should attempt to rake or

sweep debris piles to try to minimize the amount washing into storm drains.

3.5.12 Operation of Equipment:
The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/ all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a Right-of-Entry agreement has been obtained prior to property entry.

3.5.13 Security of Debris during Hauling:
The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FOOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

3.5.14 Traffic Control:
Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devises (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

3.5.15 Workdays/Hours:
Workdays and/or work hours shall be as directed by the City following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City.

3.5.16 Hazardous and Industrial Wastes:
Upon the authorization of the City, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous

and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, State and Federal requirements and will be approved by the City. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

3.5.17 Utilizing Local Resources:
Contractor is encouraged to coordinate with local resources when practicable and consistent with applicable law and contract requirements; however, no local or geographic preference shall be used in evaluation, award, or performance except as expressly permitted by applicable law.

3.5.18 Work Safety:
Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

3.5.19 Inspection of Contractor Operations:
All debris shall be subject to inspection by the City and other public authorities to ensure compliance with the Contract, applicable federal, state and focal laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

3.5.20 Corrective Actions Required of Contractor:
When instructed by the City's Representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of the Contract, as determined by the City in its sole discretion, and notify the City within 24 hours.

3.5.21 Ineligible Work:
The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

3.5.22 Eligibility Inspections:

A representative for the City shall inspect each load or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

3.5.23 Eligibility Determinations:
If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

3.5.24 Other Agencies:
The term "government" as used in the Contract refers to those governmental agencies which may have a regulatory or funding interest in the Contract.

3.6 REPORTS, CERTIFICATIONS AND DOCUMENTS

3.6.1 Reports:
The Contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

- Daily Report: Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

- Weekly Summaries: A summary of all information contained in the daily reports as described above, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor or sub-Contractor, load ticket number, load date, load location, truck yardage, percent full,

calculated yardage (or weight if applicable) field monitor name / number, TOMS location, tower monitor/ name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

3.6.2 Report Delivery:
The scheduling point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the Contractor.

3.6.3 Data Reconciliation:
Reconciliation of data will be accomplished weekly between the Contractor and the City's Representative. All discrepancies will be resolved within 5 days.

3.6.4 Online Data Storage/Access:
Throughout operations, Contractor shall maintain an updated secure electronic database accessible to the City containing, at a minimum, equipment certifications, load tickets, disposal and tipping tickets, invoices, and other documentation required by the City. The database and all supporting records shall remain available for at least five (5) years after final payment and project closeout, or longer if required by law, audit, litigation, public-records retention schedules, or the funding source.

3.6.5 Final Project Closeout:
Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the City. The Contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all Subcontractors to the Contractor have been fully paid. The Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation must be approved by the City.

3.6.6 Certifications:
The Contractor will adhere to the process for certification of personnel and vehicles established by the Federal Emergency Management Agency, to include the following:

Certifications of Vehicle Load Capacity:

- Contractor shall ensure that all equipment is certified in accordance with most current federal procedures.

- After a disaster, the City, or its designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the City.

- All Contractor and Subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

- Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, which shall be affixed on opposite sides of the truck body. The placards will be at least 42" x 24" with 6" lettering. The truck driver will be provided up to two (2) copies of a vehicle certification sheet by the Contractor and also provide copies for Subcontractor's records.

- Contractor may be required to provide a scale capable of weighing large trucks and equipment.

3.6.7 Certification of Personnel:
The Contractor will certify to the City that all Contractor and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and Subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the Contractor assigned to implement work authorizations pursuant to the Contract will participate, upon request, in training and briefing sessions held by representatives of Monroe County and/or the City.

- Senior, supervisory personnel of the Contractor and all

Subcontractors thereto will have received training in debris management, the operational concepts established by the Monroe County Countywide Debris Management Plan, and the implementation of the National Incident Management System.

- Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City.

- Vehicle and equipment operators will be fully licensed and certified and insured, as required by applicable local, State and Federal statutes and regulations.

- Upon their deployment for field operations. all Contractor and Subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

3.6.8 Utilization of a Standardized "load ticket":
The Contractor and all Subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TOMS and/or final disposal location. The "load ticket" utilized will be identical to the sample provided by the Contractor in Attachment P, unless improved and approved by the City.

3.6.9 Additional Supporting Documentation:
Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

3.6.10 Report Maintenance:
Contractor shall maintain all reports, records, tickets, correspondence, and supporting documentation relating to this Contract for the period stated above and shall make them available for inspection, audit, and copying as required by the Contract and applicable law.

3.7 DESCRIPTIONS

3.7.1 Description of Unit Price Proposal items:

Table A- Unit Prices for Time and Materials: The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, as well as time and material for all related equipment regardless of debris type. As necessary, Contractor may be paid based on the hourly use of equipment.

Table B- The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including but not limited to, contract administration, technical assistance to the jurisdiction, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

- Leaners, hangers, and stumps ($$/cubic yard)
- Vegetative debris ($$/cubic yard)
- Construction & Demolition ($$/cubic yard)
- All-inclusive debris to include all of the above ($$/cubic yard)

3.7.2 Cleaning and Restoration of Beaches:

The Contractor will remove and dispose of debris accumulated on the beaches located within the City by written request, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2,000 feet from the original land edge of the beach. Locations will be designated by the City's authorized representative. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.3 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event that impedes the drainage and navigation of canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals but excludes removal of damaged and/or abandoned boats. The Contractor will

also haul, process and dispose of the collected debris.

- The Contractor will restore, re-grade, and/or reseed the canal banks and slopes, as directed by the City. The Contractor will be reimbursed at a fixed rate for this service as established in Attachment A.

3.7.4 Motor Vehicles:
The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A., inclusive of all towing, processing and disposal costs.

3.7.5 Boats:
Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Contractor, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.6 Hazardous Waste and Contaminated Debris Management:
The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.7 Fire Suppression Support:
Under direction of the City Fire Chief or City Fire Marshal, in the event of water system failure in the City, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.8 Emergency Potable Water:
The Contractor will provide the City with whole pallets of individually bottled water drinking water. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.9 Emergency Delivery of Ice:
As directed by the City the Contractor will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.10 Temporary Facilities, Base Camps, and Essential Support Services (Comfort Stations):
As directed by the City, the Contractor shall furnish, install, operate, and maintain comprehensive "comfort stations" and/or full-service temporary base camp facilities to support disaster response and recovery operations. These facilities shall be scalable, rapidly deployable, and capable of sustaining affected populations and emergency personnel in impacted areas.

Services shall include, but are not limited to, the provision of modular and turnkey infrastructure such as climate-controlled tents or structures, portable restroom and handwashing facilities, shower units, dining and food service areas, sleeping quarters (as applicable), and operational support spaces. The Contractor shall also provide all

required personnel, supervision, equipment, utilities, fuel, sanitation services, and supplies necessary to ensure continuous, safe, and efficient operations.

The Contractor shall be capable of delivering full-service feeding operations, utilizing mobile kitchens or temporary food service facilities designed for high-volume catering and extended deployment conditions.

All facilities shall comply with applicable federal, state, and local regulations, including the Americans with Disabilities Act (ADA), and shall be designed to operate in austere and post-disaster environments with self-sustaining capabilities (e.g., power generation, water supply, and waste management).

The Contractor shall ensure that all services are delivered in a turnkey manner, including logistics, setup, maintenance, and demobilization, with the ability to rapidly mobilize and scale operations based on incident size and duration.

3.7.11 Temporary Satellite Communications:
As directed by the City the Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented / leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.12 Emergency Power Generation:
As directed by the City the Contractor will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The City may require generators ranging in from 25 kw through 500 kw, and the Contractor will deliver the units to the facilities or locations designated by the City and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.13 Pumping and Water Relocation/Removal for Flood Control:
As directed by the City the Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.14 Sewer, Culvert and Catch Basin Cleaning:
As directed by the City the Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The City will designate the storm water systems to be cleaned. This service will be provided on a linear foot and per structure basis.

The disposal fee shall also be provided by the ton and Contractor should identify potential locations for disposal, either a landfill or waste-to-energy facility.

3.7.15 Decontamination of Buildings and Facilities:
As directed by the City the Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.16 Mold Remediation:
As directed by the City the Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be

utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

3.7.17 Reimbursement:
The Contractor will ensure that all reimbursement requests are compliant with current agency-specific policies and procedures.

3.7.18 City Supervision of Applicant:
Each section/subsection will be supervised by the appropriate City Department, providing for recovery and restoration of normal services.

3.8 PROPOSAL SUBMITTAL INSTRUCTIONS

Response Content
The City requires Contractor's to submit a concise narrative clearly addressing all the requirements outlined in this RFP.

3.9 ASSIGNMENT

The awarded Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any of its rights, title, or interest, nor delegate its authority to execute the contract to any person, company, or corporation without the prior written consent of the City. The City Commission reserves the right to withhold such consent at its sole discretion, for any reason.

END OF SECTION 3

SECTION 4
AFFIDAVITS, CERTIFICATIONS, AND ATTACHMENTS

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO PROPOSAL.

PROPOSALDERS SHALL SUBMIT THE SUBSEQUENT FORMS.

LIST OF ATTACHED FORMS:

- **ATTACHMENT A -** ANTI-KICKBACK AFFIDAVIT
- **ATTACHMENT B -** SWORN STATEMENT UNDER SECTION 287.133(3)(A)
- FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
- **ATTACHMENT C -** CITY OF KEY WEST INDEMNIFICATION FORM
- **ATTACHMENT D -** EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT
- **ATTACHMENT E -** CONE OF SILENCE AFFIDAVIT
- **ATTACHMENT F -** NON-COLLUSION AFFIDAVIT
- **ATTACHMENT G -** THE CITY OF KEY WEST E-VERIFY AFFIDAVIT
- **ATTACHMENT H -** AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT
- FOR LABOR OR SERVICES
- **ATTACHMENT I -** VENDOR CERTIFICATION REGARDING
- SCRUTINIZED COMPANIES LISTS
- **ATTACHMENT J -** CONFLICT OF INTREST STATEMENT
- **ATTACHMENT K -** ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS
- **ATTACHMENT L –** COPY OF STATE OF FLORIDA CORPORATE FILINGS; ARTICLES OF INCORPORATION AS REQUIRED; THE SECRETARY OF STATE, FLORIDA CITY OF KEY WEST BUSINESS TAX RECEIPT
- **ATTACHMENT M –** COPY OF DRAFT CONTRACT DOCUMENTS
- **ATTACHMENT N –** ACKNOWLEDGEMENT OF CONFORMANCE WITH FEMA/NIMS STANDARDS
- **ATTACHMENT O –** UNIT PROPOSAL FORM
- **ATTACHMENT P –** SAMPLE LOAD TICKET
- **ATTACHMENT Q –** LIST OF CONTRACTOR's EQUIPMENT AND FACILITIES (INCLUDING LOCATION)
- **ATTACHMENT R –** CONTRACTOR's QUALIFICATIONS STATEMENT
- **ATTACHMENT S –** TRENCH SAFETY ACT FORM
- **ATTACHMENT T –** ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A STANDARDS
- **ATTACHMENT U –** COPY OF LICENSES FOR PERSONNEL CERTIFIED TO PERFORM ADVANCED MAINTENANCE OF TRAFFIC OPERATIONS OR STATEMENT THAT A LICENSED INDIVIDUAL SHALL BE EMPLOYED BY CONTRACTOR IF CONTRACTOR IS AWARDED CONTRACT.
- **ATTACHMENT V –** CONTRACTOR'S GENERAL OPERATIONS PLAN FOR DEBRIS MANAGEMENT/DISASTER RESPONSE SERVICE OPERATIONS.
- **ATTACHMENT W –** VERIFICATION LETTER THAT CONTRACTOR IS FAMILIAR WITH CITY'S TEMPORARY

DEBRIS MANAGEMENT SITES. LIST OF APPROVED SITES PROVIDED BY CITY

- **ATTACHMENT X –** DISASTER RESPONSE SERVICES PROVIDER DRAFT CONTRACT DOCUMENTS
- **ATTACHMENT Y –** LETTER REGARDING EXPERIENCE
- **ATTACHMENT Z –** CONTRACTOR'S MOST CURRENT FINANCIAL STATEMENT

ATTACHMENT A - ANTI-KICKBACK AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:_____

Sworn and subscribed before me this _____ day of _____20___.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:_____

ATTACHMENT B - SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal or Proposal for _____

_____

2. This sworn statement is submitted by_____
(name of entity submitting sworn statement)
whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is_____

_____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement _____

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Proposal or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

    ____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

    _____There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

    _____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined

that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(signature)

_____
(date)

STATE OF_____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her
(name of individual signing)

signature in the space provided above on this _____day of _____ , 20___.

My commission expires:

_____
NOTARY PUBLIC

ATTACHMENT C - CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the Proposal documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: _____ SEAL:

Address

_____

Signature

_____

Print Name

_____

Title

DATE: _____

ATTACHMENT D - EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:_____

Sworn and subscribed before me this _____ day of _____ 20 ___.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:_____

ATTACHMENT E - CONE OF SILENCE AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of _____ have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Sworn and subscribed before me this

_____ day of _____ 20_____.

_____

NOTARY PUBLIC, State of _____ at Large

My Commission Expires: _____

ATTACHMENT F - NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)

:

SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: _____

Sworn and subscribed before me this

_____ day of _____, 20__.

_____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

ATTACHMENT G - THE CITY OF KEY WEST E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all Contractors doing business with The City of Key West to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City of Key West requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E-Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, **it is the responsibility of the Awarded Vendor to ensure compliance with all applicable E-Verify requirements.**

By executing this affidavit, the undersigned Contractor verifies it compliance with Florida Statute § 448.095, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services on behalf of the City of Key West, has registered with, is authorized to use, and uses the U.S. Department of Homeland Security's E-Verify system.

Furthermore, the undersigned Contractor agrees that it will continue to use E-Verify throughout the contract period, and should it employ or contract with any Subcontractor(s) in connection with the performance of services pursuant to this Agreement with The City of Key West, Contractor will secure from such Subcontractor(s) similar verification of compliance with Florida Statute § 448.095, by requiring the Subcontractor(s) to provide an affidavit attesting that the Subcontractor does not employ, or subcontract with, an unauthorized alien. Contractor further agrees to maintain records of such compliance during the duration of the Agreement and provide a copy of each such verification to The City of Key West within five (5) business days of receipt.

Failure to comply with this provision is a material breach of the Agreement and shall result in immediate termination of the Agreement without penalty to the City of Key West. Contractor shall be liable for all costs incurred by the City of Key West to secure replacement Agreement, including but not limited to, any increased costs for the same services, and costs due to delay, and proposal costs, if applicable.

_____ _____

Date (Signature of Authorized Representative)

State of_____,
County of_____,

Personally Appeared Before Me, the undersigned authority,_____ who, ☐ being personally know or ☐ having produced his/her signature in the space provided above on this _____ day of _____, _____20_____.

_____ _____

Signature, Notary Public Commission Expires
Stamp/Seal:

ATTACHMENT H - AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity/Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative: _____
(Name and Title)
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to a Proposal by same.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature:_____
Print Name:_____
Title:_____

ATTACHMENT I - VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135(2)(a), Florida Statutes, prohibits a company from proposing on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from Proposing on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject such company to civil penalties, attorney's fees, and/or costs and termination of the contract at the option of the awarding governmental entity.

Certified By:

_____,

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

_____.

ATTACHMENT J - CONFLICT OF INTREST STATEMENT

Respondent shall disclose any actual or potential conflict of interest known to Respondent under Chapter 112, Part III, Florida Statutes, and any material relationship between Respondent and any current City officer, employee, elected official, appointed official, or evaluation committee member that could reasonably be perceived as affecting impartiality. If none, state "None."
Disclosure:

_____
_____
_____

The undersigned certifies under penalty of perjury that the foregoing disclosure is true, complete, and current as of the date signed and that Respondent will supplement this disclosure promptly if circumstances change.

Respondent: _____
By: _____
Printed Name / Title: _____

Date: _____

ATTACHMENT K - ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO: City of Key West

Contractor's Name:_____, Hereby acknowledges and agrees that they have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City, its officers, employees, and Contractors against any and all legal liability or loss the City, its officers, Agents, employees, and Contractors may incur due to failure to comply with such act.

_____
ATTEST

_____
ATTEST

_____
Contractor's Name

By:_____

Title:_____

Date:_____

ATTACHMENT L –
COPY OF STATE OF FLORIDA CORPORATE FILINGS;
OR
ARTICLES OF INCORPORATION
AS REQUIRED;
THE SECRETARY OF STATE, FLORIDA
CITY OF KEY WEST BUSINESS TAX RECEIPT

ATTACHMENT M – COPY OF DRAFT CONTRACT DOCUMENTS

ATTACHMENT N – ACKNOWLEDGEMENT OF CONFORMANCE WITH FEMA/NIMS STANDARDS

TO: City of Key West

Contractor's Name:_____, Hereby acknowledges and agrees that We/I have the sole responsibility for compliance with all requirements of the Federal Emergency Management Agency and the National Incident Management System and all State regulations, and agree to indemnify and hold harmless the City, its officers, agents, employees, and Contractors against any and all legal liability or loss the City, its officers, agents, employees, and Contractors may incur due to the failure to comply with such Act.

_____
ATTEST

_____
ATTEST

_____
Contractor's Name

By:_____

Title:_____

Date:_____

ATTACHMENT O – UNIT PROPOSAL FORM

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

From (Company Name):_____

Address (Principal Address):_____

Phone:_____

Email:_____

Contractor to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for: Disaster Response Services, Provider RFP No.26-008, located at various locations within the City of Key West, Florida.

To: City of Key West
ATTN: City Clerk
1300 White Street
Key West, FL 33040

1.0 The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into a Contract with City in substantially the form as the Sample Contract included in the RFP Documents to perform all Work and any Additional Services as specified or indicated in the RFP Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the RFP Documents.

2.0 Contractor accepts all of the terms and conditions of the RFP and Instructions to Contractors, including without limitation those dealing with the disposition of RFP security. The Proposal will remain subject to acceptance for 90 days after the RFP opening, or for such longer period of time that Contractor may agree to in writing upon request of City.

3.0 In submitting this Proposal, Contractor represents, as set forth in the Contract, that:

A. Contractor has examined and carefully studied the RFP Documents, the other related data identified in the RFP Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No: Addendum Date:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. 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.

D. Contractor has correlated the information known to Contractor, including location of City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the RFP Documents, and all additional examinations, investigations, and data provided with the RFP Documents.

E. Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the RFP Documents, and the written resolution thereof by the City is acceptable to Contractor.

F. The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this RFP is submitted.

4.0 Contractor further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false proposal; Contractor has not solicited or induced any individual or entity to refrain from proposing; and Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over City.

5.0 Contractor acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Contractor acknowledges that all unit costs include any necessary insurance and bonds.

7.0 The Contractor accepts all liability for improper disposal of solid waste, including debris, construction and demolition debris, hazardous waste, chipping or mulching, infectious waste, white goods disposal, and recycling.

TABLE A – TIME AND MATERIALS

Heavy Equipment	Size or Type	U/M	Unit Price
Skid Steer Loader	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Wheel Loaders	Cat950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loaders	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self-Loading Knuckle boom Truck	25-35 CY Body	Hour	
Self-Loading Knuckle boom Truck	35-45 CY Body	Hour	
Dozer	Cat D4	Hour	
Dozer	Cat D5	Hour	
Dozer	Cat D6	Hour	
Dozer	Cat D7	Hour	
Dozer	Cat D8	Hour	
Excavators	Cat 320	Hour	
Excavators	Cat 325	Hour	
Excavators	Cat330	Hour	
Tractor w/ Box Blade	80 Hp	Hour	
Motor Grader	Cat 120G	Hour	
Crane	30 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 yard	Hour	
Street Sweeper	Vacuum Type	Hour	
Water Truck	2000 gallon	Hour	
Stump Grinder	Vermeer 252	Hour	
Chipper w/ 2 man crew	Morbark Storm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	
Equipment Transport w/ Tractor	50 Ton	Hour	
Personnel	Size or Type	U/M	Unit Price

Superintendent w/ Pickup Truck	Individual	Hour	
Supervisor w/ Pickup Truck	Individual	Hour	
Safety or QC Manager w/ Pickup Truck	Individual	Hour	
Mechanic w/ Truck and Tools	Individual	Hour	
Climber w/ Gear	Individual	Hour	
Operator w/ Chainsaw	Individual	Hour	
Laborer w/ Tools	Individual	Hour	
Traffic Control Personnel	Individual	Hour	
Ticket Writers	Individual	Hour	
Clerical	Individual	Hour	
Administrative Assistants	Individual	Hour	

Left Blank Intentionally

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TOMS, and final disposal for a fixed unit price as identified below. This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary for implementation of disaster response services and operations by the Contractor as defined in the Contract.

Hauling for final disposal shall be unit price for the total cost of moving the debris from the TOMS to the final disposal site. The closest landfill that normally accepts C&D and Mixed materials is in Miami Dade County approximately 130 miles North of Key West, Florida.
Contractors should assume a 200-mile haul in their unit price proposal. All Key West City, and FDEP approved TOMS sites are within 10 miles of any location inside of Key West.

Disposal cost (tipping fees) will be the responsibility of the Contractor. The Contractor will pass though the Disposal Cost to the City with no mark up or charge for services. Contractor may be required to set up temporary certified scales to weigh outbound waste. Weight tickets must be reconciled to disposal weight tickets.

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PROVIDED ON THE NEXT PAGE

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES PRICE FORM

DESCRIPTION OF SERVICES	U/M	Unit Price $
Collection and Processing		
Vegetative Debris {Includes Seaweed) Collection	Per Cubic Yard	
Construction and Demolition Debris Collection	Per Cubic Yard	
White Goods Collection	Each	
Mixed Debris Collection	Per Cubic Yard	
TDMS Management, Processing and Loading	Per Cubic Yard	
Sand Screening and Placement	Per Cubic Yard	
CFC Removal from Compressors	Each	
Hazardous Waste Collection and Disposal	55 Gallon Drum	
Hauling for Final Disposal		
Hauling from TOMS to Final Disposal Site <200 Miles	Per Cubic Yard	
Dead Animal Carcass Hauling and Disposal	Per Pound	
Tree Debris Removal		
Hangers Removal	Per Tree	
Hazardous Tree Removal (Leaners)	Per Tree	
<12" to 24"	Per Tree	
>25" to 48"	Per Tree	
>49" to 72"	Per Tree	
> 72"	Per Tree	
Hazardous Stump Removal (Ground Not Less Than 8" Below Grade)		
<6" to 12"	Per Stump	
>13" to 24"	Per Stump	
>25" to 48"	Per Stump	
>49" to 72"	Per Stump	

> 72"	Per Stump	
Stump Backfill	Per Hole	
Miscellaneous Services		
Demolition of Structures Wood Structures	Per Square Foot	
Demolition of Concrete Structures	Per Square Foot	
Video Record of pre-and post-TOMS site	Each	
Phase I Environmental Audit	Each	
TOMS Site Restoration Grading	Per Square Yard	
Topsoil TOMS Site Restoration	Per Cubic Yard	
Sod TOMS Site Restoration	Per Square Yard	
Debris Removal from Canals and Waterways	Per Cube Yard	
- Restoration of Canal Banks and Slopes	Per Liner Foot	
Sod Restoration of Canal banks and Slopes	Per Square Yard	
Fire Suppression Support	Each Unit	
Motor Vehicles Removal Towing right of way) including to TOMS	(from	Each
Motor Vehicles Removal (from canal) Including Towing to TOMS	Each	
Boat Removal (from right-of-way) Including Towing to TOMS	Linear Foot	
Emergency Potable Bottled Water (Pallet of .5 Litter 24/Cases)	Cost Per Case	
Emergency Delivery of Ice (Full Truck Load 10 lbs BaQs)	Cost Per Truck Load	
Mobile Kitchen Facility to provide 10-100 meals per day	Each Unit	
Mobile Kitchen Facility to provide 101-200 meals per day	Each Unit	
Mobile Kitchen Facility to provide 201-300 meals per day	Each Unit	

Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	
Mobile Laundry Facility	Each Unit	
Mobile Restroom/Shower Facility	Each Unit	
Mobile Fueling Facility	Each Unit	
Mobile Satellite Communications Facility	Each Unit	
Mobile Automated Ticket Issue and Tracking System (Hail Pass or Equivalent)	Each Unit	
Emergency Portable Power Generators		
>25KW	Each Unit	
>50 KW	Each Unit	
>100KW	Each Unit	
>250KW	Each Unit	
>500KW	Each Unit	
Portable Dewater Pump 6"	Each Unit	
Manhole and Catch Basin Cleaning	Each Catch Basin	
Storm Drain Piping Cleaning	Per Linear Foot	

_____ _____

Name of Contractor **Signature of Contractor**

_____

Title

8.0 Contractors Information:

The Contractor states that they are an experienced Contractor and has completed similar work/projects within the last five years. This information has been provided on the Contractors Qualification Statement.

9.0 Contractor accepts the provisions of the Sample Contract provided herein.

State Contractor License No._____. (If applicable)

License Type:_____

An Individual:
Name (Typed or Printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing Business As: _____

Business Address: _____

Phone number: _____

A Partnership:
Partnership Name (Typed or Printed): _____(SEAL)

By: _____
(Signature of general partner- attach evidence of signature authority to sign)

Name (Typed or Printed): _____

Business Address: _____

Phone Number: _____

A Corporation:
Corporation Name: _____(SEAL)

State of Incorporation:_____

Type: (General Business, Professional, Services, Limited Liability): _____

By: _____
(Signature - attach evidence of signature authority to sign)

Name (Typed or Printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business Address:_____
Phone Number: _____

ATTACHMENT P – SAMPLE LOAD TICKET

CONTRACTOR TO PROVIDE SAMPLE

ATTACHMENT Q – LIST OF CONTRACTOR'S EQUIPMENT AND FACILITIES (INCLUDING LOCATION) (List may also be attached)

QUANTITY	EQUIPMENT	TYPE

ATTACHMENT R – CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and answers contained herein.

1. Please describe your company in detail:

_____

_____

_____

2. The address of the principal place of business is:

_____

_____

_____

3. Company telephone number, FAX number, and Email addresses:

_____

_____

_____

4. Number of employees:

_____

_____

_____

5. Number of employees or Subcontractors to be assigned to this project (per event) and what capacity:

_____

_____

_____

6. Company Identification numbers for the Internal Revenue Services:

_____

_____

_____

7. Provide Occupational License Number (and County), if applicable, and expiration date:

_____

_____

_____

8. How many years has your organization been in business? Does your organization have a specialty?

_____

_____

_____

9. What is the last project of this nature or magnitude that you have completed? Please provide project description, references, and cost of work completed:

_____

_____

_____

10. Have you ever failed to complete any work awarded to you? If so, where and why?

_____

_____

_____

11. Please provide name, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of all disaster response contracts performed in the last five (5) years, including customer name, total contract value and weight (yards) removed. Use a separate tab is necessary:

11.1:

Name: _____

Address:_____

Telephone Number:_____

11.2:

Name: _____

Address:_____

Telephone Number:_____

11.3:

Name: _____

Address:_____

Telephone Number:_____

12. List the following information concerning all contracts in progress as of the date of submission of this Proposal. (In event of co-venture, list the information for all co-ventures).

Name of Project	Owner	Value	Contract Completion Date	% of Completion to Date

13. Has the Contractor inspected the proposed project site and does the Contractors have a complete plan for performance of disaster response services?

_____

_____

_____

14. Provide a list of all Subcontractor(s), the work to be performed and also a list of major materials suppliers for this project: *The forgoing list of Subcontractor(s) may not be amended*

after award of the contract without the prior written approval of the City Manager.

_____

_____

_____

15. What equipment do you own that is available for work, provided list in ATTACHMENT C.

16. What equipment will you purchase for the project/work?

_____

_____

_____

17. What equipment will you rent for the proposed work?

_____

_____

_____

18. State the name of your proposed Project Manager and give details of their qualifications and experience in managing similar work? (Separate sheet can be attached, if needed).

_____

_____

_____

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you will conduct business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who conduct business under the trade name).

_____

_____

_____

19.1 The correct name of the Contractor is:

_____

_____

_____

19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation):

_____

_____

_____

19.3 The name of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

_____

_____

_____

SIGNATURE REQUIRED BELOW

SUBMITTED BY:

Contractor/Company Name: _____

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____**, 20**, by _____, who is personally known to me or who has produced _____ as identification and who ☐ did / ☐ did not take an oath.

WITNESS my hand and official seal this _____ day of _____**, 20**.

Notary Public, State of Florida

Signature of Notary: _____

Printed Name of Notary: _____

My Commission Expires: _____

(NOTARY SEAL)

ATTACHMENT S – TRENCH SAFETY ACT FORM

This form must be completed and signed by the Contractor. Failure to complete this form may result in the proposal being declared non-responsive.

Contractor acknowledges that the Florida Trench Safety Act, Section 553.60 et. Seq., which became effective October 1, 1990, shall be in effect during the period following execution of the Contract Documents. The Contractor by signing and submitting the proposal is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Contractor herein acknowledges that the cost for compliance to the Florida Trench Safety Act is included in the applicable items of this Proposal.

The Contractor is, and the City is not, responsible to review or assess Contractor 's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. Seq. cited the Trench Safety Act". Contractor is, and the City are not, responsible to determine, if any safety or safety-related standards apply to the project, including but not limited to, the 'Trench Safety Act'.

_____

_____

Witness Name

Signature

_____

_____

Witness Name

Contractor Name

_____

–

Title

_____

–

Date

ATTACHMENT T – ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A STANDARDS

TO: CITY OF KEY WEST

Contractor's Name: , hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

_____

_____

ATTEST

Contractor Name

_____

_____

Attest

By:

_____

_

Title

_____

_

Date

ATTACHMENT U – COPY OF LICENSES FOR PERSONNEL CERTIFIED TO PERFORM ADVANCED MAINTENANCE OF TRAFFIC OPERATIONS OR STATEMENT THAT A LICENSED INDIVIDUAL SHALL BE EMPLOYED BY CONTRACTOR IF CONTRACTOR IS AWARDED CONTRACT.

EMPLOYEES MUST BE CERTIFIED UNDER PART IV OF THE M.U.T.C.D., TORT LAW, And THE FL. R.T.D.S. 600 SERIES INDEX.

ATTACHMENT V – CONTRACTOR'S GENERAL OPERATIONS PLAN FOR DEBRIS MANAGEMENT/DISASTER RESPONSE SERVICE OPERATIONS.

A detailed description of how the Contractor would respond to a Hurricane or other event. In the Plan, assume that Key West has been hit with a Category 2 Hurricane that generated the amount of debris described below. Contractor's Operations Plan should be very detailed describing meetings, timeline, equipment to be mobilized, manpower needed, collections and TMDS operations, demobilization, and site remediation if needed and close out. Contractor should include a detailed Safety Plan. Documentation of training for each crew member must be submitted with the Proposal and updated annually.

Vegetative Debris	146,000	Cubic Yards
Construction and Demolition Debris	48,000	Cubic Yards
Mixed Debris	6,000	Cubic Yards
White Goods	1,000	Units
Household Hazardous Waste	1,000	Pounds
Total Yards:	200,000	

This scenario is based on the assumption that many segments of the City are without electricity and water, and that the City government has an approximate emergency workforce of 150. Therefore, please include all equipment or services that might be necessary along with the Contractor's proposed costs for each.

ATTACHMENT W – VERIFICATION LETTER THAT CONTRACTOR IS FAMILIAR WITH CITY'S TEMPORARY DEBRIS MANAGEMENT SITES. LIST OF APPROVED SITES PROVIDED BY CITY

SUMMARY OF LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

All Sites are +/- a acre.

Primary Sites (debris storage and reduction):

1. Truman Waterfront Property – Approximately 5 acres
2. 5701 College Road – Approximately 4 acres
3. Rockland Operations LLC. Rockland Key – 10 acres

Secondary Sites (debris storage only):

1. Trumbo Road Property – Approximately 2 acres
2. 918 Fort Street Parking Lot – Approximately .25 acres
3. 631 Green Street Parking Lot – Approximately .50 acres
4. 800 Caroline Street Parking Lot – Approximately 1 acres
5. Fire Station #2 – Approximately .75 acres
6. Indigenous Park – Approximately 1 acre
7. South Roosevelt Boulevard Bridle Path – Approximately 4 acres
8. 1809 Bertha Street – Approximately .50 acres
9. 1903 South Roosevelt Boulevard Parking Lot – Approximately 1 acres
10. Boog Powell Court Parking Lot – Approximately .50 acres
11. Wickers Fields Parking Lot – Approximately 1 acres

NOTE: Additional sites may be added or removed as necessary. The Contractor will receive no additional charges for any site within 15 miles of the City of Key West.

ATTACHMENT X – DISASTER RESPONSE SERVICES PROVIDER DRAFT CONTRACT DOCUMENTS

TERMS AND CONDITIONS WILL BE NEGOTIATED UPON SELECTION

ATTACHMENT Y – LETTER REGARDING EXPERIENCE

Contractor must provide the following documentation:

1. At least five years of experience in conducting disaster recovery logistical support and debris removal operations.

2. Knowledge and experience in FEMA public assistance reimbursement procedures; and

3. Contractor Has provided services similar to those required to at least one jurisdiction with a population of 30,000.

ATTACHMENT Z – CONTRACTOR'S MOST CURRENT FINANCIAL STATEMENT

ATTACHMENT AA – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Respondent, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Authorized Official

_____
Name and Title

_____
Date

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

1.0 **GENERAL INSURANCE REQUIREMENTS:**

1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.

1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.

1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s) to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).

1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.

1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.

1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.

1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.

1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.

1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

1.15 The Contractor shall provide the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.

1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.

2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding

the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	$100,000.00 Limit Each Accident
	$500,000.00 Limit Disease Aggregate
	$100,000.00 Limit Disease Each
Employee	

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury &	$1,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	$1,000,000.00 Limit Each Accident
Property Damage Liability	$1,000,000.00 Limit Each Accident
	or
Bodily Injury &	
Property Damage Liability	$1,000,000.00 Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Pollution/Environmental Liability Insurance shall be maintained by the Contractor that will respond to the impairment of land, water, or air resulting from activities governed by this Agreement. The minimum acceptable limits of liability shall be $2,000,000. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

Professional Liability Insurance shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be $1,000,000 per Occurrence and $2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

EXHIBIT "B"

Federal Emergency Management Agency (FEMA) Requirements

The terms and conditions contained in attached Exhibit "B", FEMA requirements, are incorporated herein for those inspections required for city projects generated by damages resulting from storms or other calamities resulting in a declaration of emergency by the governor of the State of Florida.

Federal Contract Provisions for Non-Federal Entities:

a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

b) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

c) **Equal Employment Opportunity**: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

d) **Davis-Bacon Act**: as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**: Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment

of mechanics or laborers must include a provision for 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 must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week 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 work week. 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.

f) **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g) **Clean Air Act (42 U.S.C. 7401-7671q.)** and **the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**: as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h) **Debarment and Suspension**: (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**:—Contractors that apply or Proposal for an award exceeding $100,000 must 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 must 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 non-Federal award.

j) **Access to Records - "**The Contractor agrees to provide The City of Key west, 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 contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

k) **DHS SEAL, Logo, and Flags** - The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

l) **Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding -** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

m) **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.

n) **Program Fraud and False or Fraudulent Statements or Related Acts -** The 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.

o) **Affirmative Socioeconomic Steps -** "If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

p) **Copyright and Data Rights -** The Contractor grants to the City of Key West, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Key West or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Key West data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Key West.

EXHIBIT "C"
FEMA CONTRACT PROVISIONS TEMPLATE

Draft Agreement – Contractors are not required to fill out this agreement until provided a Notice of Award (NOA).

AGREEMENT

between

CITY OF KEY WEST

and

_____

For

SERVICES FOR DISASTER RESPONSE SERVICES

KEY WEST, FLORIDA

This Agreement, is made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040, hereinafter referred to as the "City" and _____ authorized to transact business in the State of Florida, whose address is _____, hereinafter referred to as the "Contractor". This agreement shall be effective on the date of execution of the last party to sign the Agreement.

Article 1 – Scope of Services

Contractor shall provide all expertise·, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris. The City engages Consultant to perform those Services described in the City's Request for Proposals #26-008 and Consultant's Response to the said Request for Proposals, a copy of which is attached hereto, incorporated for reference, and more particularly described as Exhibit A.

These contracted services shall include all items· listed below and provide for the cost effective and efficient removal and lawful collection and disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with FEMA requirements. Contract services will only be performed when requested and as designated by the City Manager (or his designee) by approved Work Authorization issued in writing. Contractor shall load and haul the debris from within the legal boundaries of the City or city designated Temporary Debris Management Site(s), to a site(s) specified by the City as set out in Section 6.9 below.

The City reserves the right to assign work to various Contractors, at its sole discretion. The City also reserves the right to approve all Subcontractors hired by the Contractor and/or to require the Contractor to dismiss a Subcontractor upon request.

1.1 Emergency Push / Road Clearance:

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off transportation routes as identified by and directed by the City. The emergency push will normally be completed within the first 70 hours

following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable.

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the City, Contractor shall load and haul all eligible debris to an approved and certified Temporary Debris Management Site (TOMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the City, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TOMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

1.4 Demolition of Structures and Construction Debris Removal:

As directed by the City, Contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the Right of Entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

1.5 Private Property Waivers:

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners and/or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris Management Site (TOMS) Management:

Contractor shall operate and manage the TOMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City. Actions by the Contractor will include, but are not limited to, the following:

1.6.1 Ensure that only debris authorized by the City's Contract Administrator will be allowed into the TOMS sites.

1.6.2 Provide to the City a video record of the pre- and post-use site conditions.

1.6.3 Conduct an onsite Phase 1 Environmental Audit, if required by the City. Contractor shall submit list of engineering firms that shall be engaged by Contractor to perform such Audit.

1.6.4 Prepare a plan of proposed site layout and review with the City prior to its implementation.

1.6.5 Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.

1.6.6 Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TOMS.

1.6.7 Build and/or maintain roads as necessary for TOMS operation.

1.6.8 Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three Inspectors; Towers will be positioned at any entrance and any exit of the TOMS.

1.6.9 Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.

1.6.10 Confine hours of operation of the TOMS to those determined by the City.

1.6.11 Stage and process all debris in a manner in accordance with instructions from the City in a manner acceptable to FEMA.

1.6.12 Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.

1.6.13 Prior to reduction and 'to the extent practical, segregates debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.

1.6.14 Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TOMS.

1.6.15 Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TOMS.

1.6.16 Upon the closure of the TOMS, restore the TOMS to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.

1.6.17 As directed by the City, sod, hydro-s ed or sprig the TOMS property once all other site closure issues have been addressed and cleared by the appropriate environmental agency.

1.6.18 As directed by the City, conduct post use soil and water tests as required by FDEP.

1.6.19 Ensure debris from multiple disaster incidents is stored separately enough to distinguish the related costs per disaster.

1.6.20 TOMS should have a tent, chair, and portable toilet available for staff to use while monitoring and working at the site.

1.7 Designation and Management of Staging Areas:

City shall provide list of staging areas to Contractor. Contractor shall identify appropriate staging areas for approval by City that would accommodate activities such as truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The City shall apply for and maintain any FDEP permits required for the site(s).

Contractor shall provide temporary housing, sanitary and other appropriate conveniences necessary for the care and wellbeing of all Contractor and sub-Contractor personnel. The city will approve of the location(s), size, layout and services to be provided at any staging area established by the Contractor, who will ensure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the Contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris on the cost basis of the cubic yard rate for regular vegetative debris.

1.9 Management of Hazardous Materials:

The Contractor will provide collection, identification, separation, hauling and disposal services for any Hazardous Waste or Household Hazardous Waste generated by the event.

1.10 Management of White Goods:

The Contractor will provide for collection, processing, hauling and disposal services for all White Goods, including Chlorofluorocarbons (CFC) refrigerant containing devices. The Contractor will be responsible for removal all CFC gases from White

Goods prior to processing or shipping of White Goods for final disposal. The Contractor will be responsible for meeting all Federal and State requirements for the proper and safe handling of CFC containing devices. The cost basis will be the unit prices defined on Attachment O.

1.11 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the City Representative.

1.12 Post Event Support Equipment:

The Contractor will supply the City with post event support equipment as requested. Equipment may include but not limited to mobile satellite communications gear, mobile high-speed internet access, mobile radio communications gear, mobile cellular gear, mobile fueling gear, mobile kitchens, mobile housing, mobile laundry facilities etc.

1.13 Monitors:

The City will use trained City staff or hire contract employees and train them to perform as monitors. Each Contractor crew will be assigned a monitor at the City's expense.

1.14 Beach Cleaning:

In the event that the City's beaches have been damaged, the Contractor will provide all necessary equipment and manpower to remove debris from the City beaches, screen the beach sand as directed by the City and replace the screened sand on the beach as directed. The Contractor will be responsible for collection, hauling· and disposal of any debris generated in the process of beach cleaning. The cost basis will be the unit prices defined in Attachment O.

Article 2 – Compensation

The Contractor will be compensated for work completed by the Contractor in accordance with the Fee Schedule attached hereto and identified as Attachment O. The Contractor will submit proof of work in the form of load tickets, force labor tickets and or hourly time and materials tickets (first seventy-two hours). The Contractor will provide the City with Daily reports including copies of all load and disposal tickets. The Contractor will submit to the City with a weekly summary report and Invoice for services. The Invoice will have all load and disposal ticket numbers referenced for the prior week's work. The Contractor will remit to the City any monies collected from the recycling of White Goods or other metals collected under this contract.

This is an indefinite-quantity, as-needed contract. The City makes no representation or guarantee as to the volume, type, frequency, or dollar amount of work that may be assigned. Work shall be performed only when authorized by a written Task Order, Notice to Proceed, or purchase order issued by the City.

Article 3 – Invoicing and Payment

Contractor shall submit invoices and supporting documentation in accordance with Article 2 and the requirements of the applicable Task Order or purchase order. Unless the City approves another billing cycle in writing, invoices may be submitted weekly. The City shall pay approved invoices in accordance with Chapter 218, Part VII, Florida Statutes, as applicable to the services invoiced. **Article 4 – Performance Standards**

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable by the City. Service equipment and workmanship not conforming to the intent of the agreement or meeting the approval of the City may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at no additional cost to the City.

Article 5 – Standards of Performance

5.1 Contractor Representative and General Operations Plan:

The Contractor shall have knowledgeable and responsible representative report to the City and provide a copy of the final Contractor's General Operations Plan within ten (10) days following the execution of the agreement. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor's Representative shall have authority to implement all actions required to begin the performance of the contracted services as set forth in this agreement and further provided within the Contractor's General Operations Plan.

5.2 Mobilization

When a Notice to Proceed (NTP) in advance of an event has been received by the Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services. It is the City's discretion to require pre-event staging at a location designated by the City. The City may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the city.

Article 6 – General Responsibilities

6.1 Other Agreements:

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. The City will provide the Contractor with a copy of any applicable agreement.

6.2 The City Obligation:

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Mobilization Task Order.

6.3 Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor's personnel and Subcontractors shall be demonstrate and maintain a courteous and responsible demeanor toward all people.

6.4 Supervision by Contractor:

The Contractor will supervise and/or direct all contracted services performed by its employees, agents and Subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety and other procedures. The Contractor will employ and maintain qualified Contractor Representative as a project manager at the work site(s) who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's Representative by the City shall be as binding as if given to the Contractor.

6.5 Self Sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including Subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

6.6 Damages by Contractor:

The Contractor shall be responsible for conducting all operations, whether contemplated by the Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to negligence on the part of the Contractor, the City may either bill the Contractor for the damages, withhold funds due to the Contractor, or the Contractor may also repair all damages to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City in its sole discretion.

6.7 Contractor's Duty Regarding Other Contractor(s)

The Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

6.8 Contractor's Ownership of Debris:

All debris collected under this Contract shall be managed in accordance with applicable federal, state, and local requirements. The City shall retain control over the disposition of all debris collected under this Contract, including the designation of disposal and recycling locations.

The Contractor shall have no ownership interest in any debris unless expressly authorized in writing by the City.

To the extent any materials have salvage or recycling value, the Contractor shall document such materials and, as directed by the City, either remit all proceeds to the City or provide a corresponding credit against amounts due under the Contract.

The Contractor shall maintain accurate records of all debris collection, reduction, disposal, and salvage activities and shall provide such documentation to the City upon request.

The Contractor shall not retain or sell any debris or salvaged materials except as expressly authorized by the City in writing.

6.9 Contractor's Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TOMS shall be approved by the City. Final disposal sites shall be provided to the City in writing. Copies of receipts and disposal tickets shall be provided to the City when complete. Separate unit prices for delivery and disposal of debris to TOMS and final disposal may be allowed by the City. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City. All disposal sites must be permitted and/or otherwise authorized by the appropriate regulatory agency.

Article 7 – General Terms and Conditions

7.1 Multiple, Scheduled Passes:

The Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Contractor will document the completion of all passes based on the direction from the City and will provide this documentation to the City on the frequency requested by the City.

7.2 Clean as you go Policy:

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Contractor should attempt to rake or sweep· debris piles to try to minimize the amount washing into storm drains.

7.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any / all applicable federal, state and local rules and regulations. Equipment shall be in good Working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a Right-of-E try agreement has been obtained prior to property entry.

7.4 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FOOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris-from the roadway(s).

7.5 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devises (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

7.6 Workdays/Hours:

Workdays and/or work hours shall be as directed by the City following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City.

7.7 Hazardous and Industrial Wastes:

Upon the authorization of the City, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the City. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

7.8 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Monroe County.

7.9 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

7.10 Inspection of Contractor Operations:

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with the Contract, applicable federal, state• and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

7.11 Corrective Actions Required of Contractor:

When instructed by the City's Representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of the Contract, as determined by the City in its sole discretion, and notify the City within 24 hours.

7.12 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for-state and/or Federal reimbursement.

7.12.1 **Eligibility Inspections:** A representative for the City shall inspect each load or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

7.12.2 **Eligibility Determinations:** If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

7.12.3 **Other Agencies:** The term "government" as used in the Contract refers to those governmental agencies which may have a regulatory or funding interest in the Contract.

Article 8 – Reports, Certifications and Documentation

8.1 Reports:

The Contractor shall submit periodic, written reports in a format required by the City documenting the progress of Contractor’s activities.

8.1.1 Daily Reports: Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of

personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

8.1.2 Weekly Summaries: A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor or sub-Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TOMS location, tower monitor/ name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

8.1.3 Report Delivery: The scheduling point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the Contractor.

8.1.4 Data Reconciliation: Reconciliation of data will be accomplished weekly between the Contractor and the City's Representative. All discrepancies will be resolved within five (5) days.

8.1.5 Online Data Storage/Access: Throughout debris removal operations, Contractor will maintain an ongoing updated online secured Internet database accessible by the City that stores data and true document images, separated by incident, of the following: equipment certifications, load tickets, tipping tickets and invoices. These online databases will remain available for five years following project closeout.

8.1.6 Final Project Closeout: Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in an

electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the City. The Contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all Subcontractors to the Contractor have been fully paid. The Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation must be approved by the City.

8.2 Certifications:

The Contractor will adhere to the process for certification of personnel and vehicles established by the Federal Emergency Management Agency, to include the following:

8.2.1 Certification of Vehicles and Load Capacity:

a. Contractor shall ensure that all equipment is certified in accordance with most current federal procedures.

b. After a disaster, the City, or its designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the City.

c. All Contractor and Subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

d. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, which shall be affixed on opposite sides of the truck body. The placards will be at least 42" x 24" with 6" lettering. The truck driver will be provided up to two (2) copies of a vehicle certification sheet by the Contractor and also provide copies for Subcontractor's records.

e. Contractor may be required to provide a scale capable of weighing large trucks and equipment.

8.2.2 Certification of Personnel

The Contractor will certify to the City that all Contractor and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and Subcontractor personnel, to include but not be limited to the following:

8.2.2.1 Senior management personnel of the Contractor assigned to implement work authorizations pursuant to the Contract will participate, upon request, in training and briefing sessions held by representatives of Monroe County and/or the City.

8.2.2.2 Senior, supervisory personnel of the Contractor and all Subcontractors thereto will have received training in debris management, the operational concepts established by the Monroe County Countywide Debris Management Plan, and the implementation of the National Incident Management System.

8.2.2.3 Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City.

8.2.2.4 Vehicle and equipment operators will be fully licensed and certified and insured, as required by applicable local, State and Federal statutes and regulations.

8.2.2.5 Upon their deployment for field operations, all Contractor and Subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

8.3 Utilization of a Standardized "load ticket":

The Contractor and all Subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TOMS and/or final disposal location. The "load ticket" utilized will be identical to the sample provided by the Contractor in Attachment 8, unless improved and approved by the City.

8.4 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

8.5 Report Maintenance:

The Contractor will be subject to audit by federal, state and local agencies pursuant to the Contract. The Contractor will maintain all reports, records, debris reporting tickets and Contract correspondence for a period of not less than five (5) years in accordance with applicable state statutes.

Article 9 – Descriptions:

9.0 Description of Unit Price Proposal Items:

Table A - Unit Prices for Time and Materials: The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the temporary Debris management Site (TOMS}, and final disposal for a fixed unit price as a cost per cubic yard, as well as time and material for all related equipment regardless of debris type. As necessary, Contractor may be paid based on the hourly use of equipment.

Table B - The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TOMS, and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including but not limited to, contract administration, technical assistance to the jurisdiction, personnel training and certification, TOMS management, services for security, safety and traffic management, and associated actions necessary

for implementation of debris management operations by the Contractor as defined in the Contract.

9.1 Cleaning and Restoration of Beaches:

The Contractor will remove and dispose of debris accumulated on the beaches located within the City by written request, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2,000 feet from the original land edge of the beach. Locations will be designated by the City's authorized representative. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.2 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event that impedes the drainage and navigation of canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals but excludes removal of damaged and/or abandoned boats. The Contractor will also haul, process and dispose of the collected debris.

9.2.l The Contractor will restore, re-grade, and/or reseed the canal banks and slopes, as directed by the City. The Contractor will be reimbursed at a fixed rate for this service as established in Attachment O

9.3 Motor Vehicles:

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O., inclusive of all towing, processing and disposal costs.

9.4 Boats:

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Contractor, processed for

removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.5 Hazardous Waste and Contaminated Debris Management:

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.6 Fire Suppression Support:

Under direction of the City Fire Chief or City Fire Marshall, in the event of water system failure in the City, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at the. fixed rates for this service as established in Attachment O.

9.7 Emergency Potable Water:

The Contractor will provide the City with whole pallets of individually bottled water drinking water. The City will instruct the Contractor as to the number of pallets

needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.8 Emergency Delivery of Ice:

The Contractor will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.9 Temporary Bathrooms, Showers, Kitchens and Feeding Stations:

The Contractor will provide the City with "comfort stations, e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins. shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day, one of which must be hot. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.10 Temporary Satellite Communications:

The Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented / leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the City, without further action by the City. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.11 Emergency Power Generation:

The Contractor will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The City may require generators ranging in from 25 kw through 500 kw, and the Contractor will deliver the units to the facilities or locations designated by the City and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the City and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.12 Pumping and Water Relocation/Removal for Flood Control:

The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.13 Sewer, Culvert and Catch Basin Cleaning:

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The City will designate the storm water systems to be cleaned. This service will be provided on a linear foot and per structure basis.

9.13.1 The disposal fee shall also be provided by the ton and Contractor should identify potential locations for disposal, either a landfill or waste-to-energy facility.

9.14 Decontamination of Buildings and Facilities:

The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.15 Mold Remediation:

The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve. the Contractor's mold remediation plan and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment O.

9.16 Reimbursement

The Contractor will ensure that all reimbursement requests are compliant with current agency-specific policies and procedures.

9.17 City Supervision of Applicant

Each section/subsection will be supervised by the appropriate City Department, providing for recovery and restoration of normal services.

Article 10 – General Legal Provisions:

10.1 Agreement Period:

The initial contract resulting from this solicitation shall have an initial term of three (3) years beginning on the effective date. The City may, in its sole discretion, renew the contract for one (1) additional term of up to two (2) years, for a maximum total term of five (5) years, upon written notice and approval in accordance with City requirements. Any renewal shall be on the same terms and conditions unless amended in writing by the parties and approved as required by the City.**10.2 Suspension, Delay, or Interruption:**

The City may suspend, delay, or interrupt the Contractor's services at its convenience. In the event of such suspension, delay, or interruption, or due to any act or omission of the City or its Subcontractors, the City shall compensate the Contractor for all services performed up to the date of such action.

In the event that project delays occur for any reason, both parties agree to take reasonable measures to mitigate the impacts of such delays.

10.3 Third Party Beneficiaries:

This Agreement gives no rights or benefits to anyone other than the City and Contractor and has no third-party beneficiaries. Contractor's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the services.

10.4 Indemnification:

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees-) from liabilities, damages. losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused negligence, recklessness, or intentional wrongful misconduct of the Contractor, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claim by indemnitees for indemnification shall be limited to the amount of Contractor's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the

Contract and it is part of the project specifications or the Proposal documents, if any. The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, Or benefits payable by or for the Contractor under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

10.5 Insurance/Evidence of Insurability:

1.0 **GENERAL INSURANCE REQUIREMENTS:**

1.01 During the Term of the Agreement, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West, Florida ("City"), the types of insurance described herein.

1.02 All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.

1.03 The City shall be specifically included as an additional insured on the Contractor's Liability policies with the exception of the Contractor's Professional Liability policies (if required) and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to all Completed Operations coverages.

1.04 The Contractor shall deliver to the City, prior to commencing work/activities under the Agreement, properly executed "Certificate(s) of Insurance" setting forth the insurance coverage and limits required herein. The Certificates must be signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true, and exact copies of the insurance policies required herein shall be provided to the City, on a timely basis, if requested by the City.

1.05 If the Contractor fails to provide or maintain the insurance coverages required in this Agreement at any time during the Term of the Agreement and if the Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance signed by the authorized representative of the insurance company(s)

to the City, the City may, at the City's sole discretion, terminate or suspend this Agreement and seize the amount of Contractor's performance bond, letter of credit, or other security acceptable to the City).

1.06 The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.

1.07 The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.

1.08 All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Agreement.

1.09 The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the City that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Agreement requirements.

1.10 No work/activity under this Agreement shall commence or continue unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued by the City.

1.11 The insurance coverage and limits required of the Contractor under this Agreement are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Agreement or the possible insurance coverage needed therefore, it should seek professional assistance.

1.12 During the Term of this Agreement, the City and its agents and contractors may continue to engage in necessary business activities during the operations of the

Contractor. No personal property owned by City used in connection with these business activities shall be considered by the Contractor's insurance company as being in the care, custody, or control of the Contractor.

1.13 Should any of the required insurances specified in this Agreement provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, the Contractor shall be responsible for all deductibles and self-insured retentions.

1.14 All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.

1.15 The Contractor shall provide the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Agreement, except for the application of the Aggregate Limits Provisions.

1.16 Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no termination of the Agreement due to lack of proof of the insurance coverage required of the Contractor.

1.17 If the Contractor utilizes contractors or sub-contractors to perform any operations or activities governed by this Agreement, the Contractor will ensure all contractors and sub-contractors to maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractor and sub-contractor insurances comply with all of the Insurance Requirements specified for the Contractor contained within this Agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to the City upon request. Contractor's obligation to ensure that all contractor's and sub-contractor's insurance as provided herein shall not exculpate Contractor from the direct primary responsibility Contractor has to the City hereunder. The City will look directly to Contractor for any such liability hereunder and shall not be obligated to seek recovery from any contractor or subcontract or under such contractor's or sub-contractor's insurance coverages.

2.0 **SPECIFIC INSURANCE COVERAGES AND LIMITS:**

2.01 All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.

2.02 The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the Term of this Agreement for all employees engaged in this work under this Agreement, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	$100,000.00 Limit Each Accident
	$500,000.00 Limit Disease Aggregate
	$100,000.00 Limit Disease Each Employee

If the Contractor has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*, the Contractor will be required to issue a formal letter (on the Contractor's letterhead) stating that it has less than four (4) employees and has elected not to purchase Workers' Compensation/Employers Liability coverage as permitted by *Florida Statutes*. This exception does **not** apply to firms engaged in construction activities.

Commercial General Liability Insurance shall be maintained by the Contractor on a Full Occurrence Form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, and Products & Completed Operations Coverage. The limits of such coverage shall not be less than:

Bodily Injury & Property Damage Liability	$1,000,000.00 Combined Single Limit each Occurrence and Aggregate

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following expiration or termination of this Agreement.

The use of an Excess, Umbrella and/or Bumbershoot policy shall be acceptable if the level

of protection provided by the Excess, Umbrella and/or Bumbershoot policy is equal to or more comprehensive than the Primary Commercial General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased, or hired vehicles with limits of such coverage of not less than:

Bodily Injury	$1,000,000.00 Limit Each Accident
Property Damage Liability	$1,000,000.00 Limit Each Accident

or

Bodily Injury & Property Damage Liability	$1,000,000.00 Combined Single Limit Each Accident

If the Contractor does not own any vehicles, this requirement can be satisfied by having the Contractor's Commercial General Liability policy endorsed with "Non-Owned and Hired Automobile" Liability coverage.

Pollution/Environmental Liability Insurance shall be maintained by the Contractor that will respond to the impairment of land, water, or air resulting from activities governed by this Agreement. The minimum acceptable limits of liability shall be $2,000,000. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

Professional Liability Insurance shall be maintained by the Contractor which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of activities governed by this Agreement. The minimum acceptable limits of liability shall be $1,000,000 per Occurrence and $2,000,000 Annual Aggregate. If the policy is structured on a "Claims Made" basis, the policy must contain a "Retroactive Date" of no later than the commencement date of the Agreement and will have an extended reporting period of four (4) years following expiration or termination of the Agreement.

10.6 Assignment:

Contractor shall not assign all or any part of this Agreement without the prior consent of the City by Resolution of the Key West City Commission.

10.7 Jurisdiction:

The law of the state of Florida and Monroe County will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

10.8 Severability and Survival:

If any of the provisions contained in this Agreement are held for any reason to be invalid, Illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.9 Dispute Resolution:

The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. Unless otherwise agreed in writing, the Contractor shall continue the work and maintain the approved schedules during any arbitration proceedings. If the Contractor continues to perform, City shall continue to make payments in accordance with this Agreement.

10.10 E-Verify:

Consultant shall comply with the requirements of section 448.095, Florida Statutes, including registering with and using the E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall require each subcontractor performing work under this Agreement to register with and use the E-Verify system and shall obtain and maintain any subcontractor affidavit required by section 448.095, Florida Statutes, and provide such documentation to the City upon request. A material failure by Consultant or its subcontractors to comply with the requirements of this section shall constitute a material breach of this Agreement and may result in termination as provided by law.

10.11 Public Entity Crimes; Scrutinized Companies:

Contractor certifies that, as of the date of proposal and contract execution, Contractor is not ineligible under section 287.135, Florida Statutes. If this contract is for

goods or services of $100,000 or more, Contractor certifies it is not on the Scrutinized Companies or Other Entities that Boycott Israel List and is not engaged in a boycott of Israel. If this contract is for goods or services of $1,000,000 or more, Contractor further certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and is not engaged in business operations in Cuba or Syria. The Agreement may be terminated as required or permitted by section 287.135, Florida Statutes, if these certifications are false or if Contractor becomes ineligible." B. To the extent this Agreement would grant Contractor access to an individual's personal identifying information, Contractor shall comply with section 287.138, Florida Statutes, and, as a condition precedent to execution and any renewal or extension if required by law, shall provide the affidavit required by section 287.138(4), Florida Statutes."

10.12 Public Records Compliance

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 Clerk
City of Key West
1300 White Street
Key West, FL 33040
Phone: (305) 809-3835
Email: cityclerk@cityofkeywest-fl.gov

The Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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.

3. 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 City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request, in a format that is compatible with the information technology systems of the City.

Article 11 – Federal Contract Clauses

11.1 Access to Records:

The Contractor agrees to provide the City, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11.2 Affirmative Socioeconomic Steps:

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

11.3 Changes:

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

11.4 DHS Seal, Logo, and Flags:

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The Contractor shall include this provision in any subcontracts.

11.5 Domestic Preference for Procurements 200.322:

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11.6 License and Delivery of Works Subject to Copyright and Data Rights:

The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

11.7 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.

11.8 Prohibition on Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative

agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit Contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a Subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

11.9 Program Fraud and False or Fraudulent Statements or Related Acts:

The 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.

11.10 Rights to Inventions Made Under a Contract or Agreement:

Exempt from FEMA Public Assistance Funding.

11.11 Suspension and Debarment:

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) 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 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11.12 Procurement of Recovered Materials (§200.323) (Over $10,000):

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11.13Termination for Cause and Convenience (over $10,000):

See Standard Purchase Order and/or Contract Terms and Conditions

11.14 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000):

Contractors who apply or Proposal 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."

Contractors must sign and submit a certification to the City with each Proposal or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

11.15 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000):

Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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

such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of

wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

11.16 Clean Air Act (over $150,000):

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. 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.

11.17 Federal Water Pollution Control Act (over $150,000):

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. 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.

11.18 Administrative, Contractual, or Legal Remedies (over $250,000):

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Contractor, arising out

of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

11.19 CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

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

(1) The 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.

(2) The 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.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he 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.

(5) The 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.

(6) The 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.

(7) 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 an 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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, however, 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 Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11.20 Davis Bacon Act:

Exempt under FEMA Public Assistance Funding

11.21 Copeland Anti-Kickback Act:

Exempt under FEMA Public Assistance Funding

11.22 Applicable Laws:

The City and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The City shall include this provision in all contracts issued.

11.24 Equal Employment Opportunity:

No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

11.25 Inspector General Cooperation:

The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

11.26 Lobbying:

No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

11.28 Physical Access and Inspection:

Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

(i) The City shall provide access to any location or facility on which City is performing work, or storing or staging equipment, materials or documents.
(ii) The City shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
(iii) The City shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

11.29 Record Retention:

The Contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is made and shall allow the City, the State, or its authorized representatives access to such records for audit purposes upon request.

11.30 Statutory Notices Relating to Unauthorized Employment:

The City shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

11.31 Statutory Notices Relating to Subcontracts:

Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

(i) **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may

not submit a Proposal, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(ii) **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of 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.

(iii) **Notification.** The Grantee shall notify Department if it or any of its suppliers, Subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

11.15 NO FEDERAL OBLIGATION

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities arising from it.

11.16 FLOW-DOWN REQUIREMENT (CRITICAL ADDITION)

The Contractor shall include all applicable FEMA-required provisions in any subcontracts and shall be responsible for compliance by all Subcontractors.

11.17 Task Order FEMA-Compliance

All applicable federal contract provisions required by 2 CFR Part 200, Appendix II, as set forth in Article 11 – Federal Contract Clauses, are hereby incorporated into each City-approved Task Order and shall be deemed fully included in, and binding upon, each such Task Order as if set forth therein in their entirety.

Article 12 – Schedules, and Signatures

This Agreement, including its Schedules, constitutes the entire agreement, supersedes all prior written or oral understanding, and may only be changed by a written amendment executed by both parties

Article 13 - Exhibits

The following Exhibits are attached to and made part of this Contract:

"Exhibit A" – "Proposal as Submitted by the Respondent and Accepted by City; Price Proposal From, Insurance and Indemnification"

"Exhibit B" – "Original Request for Proposal as Issued by City, including all Addenda"

"Exhibit C" – FEMA Contract Provision Template

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF KEY WEST, FLORIDA:

KERI O'BRIEN, CITY CLERK

_____ day of _____, 20_____

BRIAN BAROSSO, CITY MANAGER

_____ day of _____, 20_____

WITNESSES:

_____

(Signature)

_____

(Signature)

CONSULTANT

_____

_____

(Signature)

_____

(Printed Name and Title)

_____ day of _____, 20_____

Approved as to Form and Correctness:

_____

CITY ATTORNEY

Thank you.

AshBritt Toppino, LLC appreciates your time and careful consideration of our proposal. We look forward to serving as the City of Key West's trusted disaster response contractor.

AshBritt

CHARLEY Toppino & SONS, INC. KEY WEST