

**CITY OF MARATHON, FLORIDA
RESOLUTION 2007-112**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTINUING SERVICES AGREEMENTS WITH ASHBRIIT, INC. AND PHILLIPS & JORDAN FOR STORM DEBRIS REMOVAL AND DISPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at the request of the Federal Emergency Management Agency (“FEMA”), the City of Marathon (the “City”) went out for bids on Storm Debris Removal; and

WHEREAS, the direction of this bidding was to better comply with FEMA requirements and to establish a primary contractor as well as a secondary, or backup, contractor; and

WHEREAS, during the recovery and mitigation phases of emergencies it is beneficial for the City to have the ability to use more than one contractor; and

WHEREAS, the primary contractor selected is Ashbriit, Inc. and the secondary contractor selected is Phillips & Jordan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:

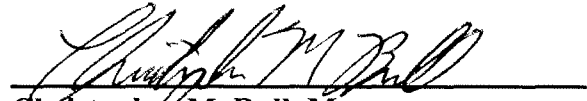
Section 1. The City Council hereby approves the Continuing Services Agreements with Ashbriit, Inc. and Phillips & Jordan for Storm Debris Removal and Disposal, collectively attached hereto as Exhibits A, with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 2. The City Manager is hereby authorized to execute the Continuing Services Agreements.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 14th day of August 2007.

THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Cinque, Tempest, Vasil, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None


ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

SERVICE CONTRACT

This Service Contract made this 14 day of August, 2007, by and between The City of Marathon, a political subdivision of the State of Florida, (hereinafter referred to as ("CITY OF MARATHON")) and ASHBRIIT, INC. of the State of Florida, (hereinafter referred to as "CONTRACTOR").

NOW, THEREFORE, in accordance with the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Contractor agrees to perform and carry out in a satisfactory and proper manner the services pursuant to the specifications set forth in the bid documents attached hereto and incorporated herein by this reference.

The City of Marathon reserves the right to add or delete from the Specifications set forth in the bid documents, attached hereto and incorporated herein by this reference,

2. The City of Marathon agrees to pay the Contractor for the work as set forth in the bid documents. The Contractor will bill the City of Marathon on a monthly basis or as otherwise provided for the work performed.

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the initiating City Department and then will be sent to the Accounting Department for payment. Invoices must be made within thirty (30) days of approval by the City of Marathon.

3. This Contract shall be for a period of one (1) year beginning August 31, 2007 ending August 31, 2008 with an option of two (2) 12 month renewals.

4. City of Marathon may terminate this Contract for any reason upon thirty (30) days prior to written notice. Additionally, any deficiency report to Contractor by the City of Marathon representative shall be corrected during the same business work day reported. If corrective work is not performed during that time, deficiency will be corrected by City of Marathon personnel and charged back to the Contractor.

5. The Contractor shall not commence work under this Contract until all insurance required under this Section has been obtained and such insurance has been approved by the City of Marathon. Insurance shall be in full compliance with requirements as set forth in the bid document.

A. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish original Certificates of Insurance to the City of Marathon prior to the commencement of work. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the City of Marathon. Compliance with the foregoing requirements shall not relieve the Contractor of its liability or obligations under this Contract.

B. The Contractor shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$100,000 per person, \$300,000 per occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage arising from operations of the Contractor or by anyone directly employed by or contracting with the Contractor.

C. The Contractor shall maintain, during the life of this contract, Comprehensive Liability Insurance in the amount of \$100,000 per person for bodily injury and property damage liability and \$300,000 per occurrence, to protect the Contractor from claims for damages for bodily injury, including death as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

D. The Contractor shall maintain, during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees (if three or more) per Section 440.02, Florida Statutes. If employing any subcontractors; the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless covered by the protection afforded by the Contractor.

E. All insurance, except Worker's Compensation, to be maintained by the Contractor shall specifically include the City of Marathon as an "Additional Named Insured".

6. Contractor shall fully comply with all applicable Federal, State, and local laws, rules, and regulations.

7. Any and all legal action necessary to enforce the Contract will be held in the City of Marathon and the Contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity or by statute or otherwise.

8. The Contractor shall not pledge the City of Marathon's credit or make it a guarantor of payment or surety for any contract, debt, obligations, judgement, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

9. The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the City of Marathon. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City of Marathon shall be that of an Independent Contractor and not as employees or agents of the City of Marathon.

10. The Contractor does not have the power or authority to bind the City of Marathon in any promise, agreement or representation other than specifically provided for in this Contract.

11. The Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this Contract. The City of Marathon shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the City of Marathon's cost, upon five (5) days prior written notice.

12. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

13. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in the documents. Accordingly, it is agreed that deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the formality and of equal dignity herewith.

14. If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expense incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15. If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable to the remainder of this Contract or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract be deemed valid and enforceable to the extent permitted by law.

16. Any notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing and shall be service (as elected by the party giving such notice) by any of the following methods:

- (i) Hand delivery to the party; or
- (ii) Delivery by commercial overnight courier service; or
- (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

CONTRACTOR: Ashbritt Inc.
Attention: Randal Perkins, CEO
480 S. Andrews Ave. Suite 103
Pompano Beach, FL 33069
954-818-3564

The City of Marathon
Attention: City Clerk
10045 Overseas Hwy
Marathon, Florida 33050
305-743-0033

Copy to:

City of Marathon Attorney
Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson PA
150 W. Flagler Suite 220
Miami, FL 33130
305-789-3427

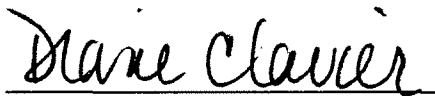
Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed. By giving proper notice as required, either party may change its address hereunder.

17. The Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first written above.

ATTEST:

THE CITY OF MARATHON

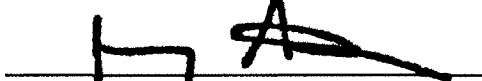


Diane Clavier, City Clerk



Michael H. Puto, City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

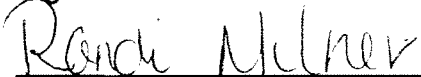


City of Marathon Attorney

WITNESS:



Signature



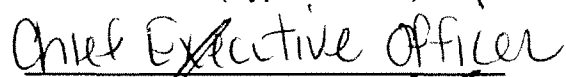
Name (Type or Print)

CONTRACTOR:

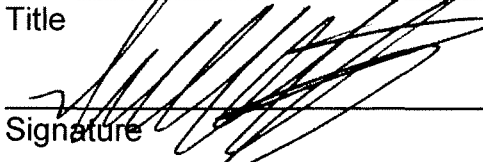




Name (Type or Print)



Title


Signature

If a Corporation, attach Corporate Resolution.

SERVICE CONTRACT

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B. The Contractor shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$100,000 per person, \$300,000 per occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage arising from operations of the Contractor or by anyone directly employed by or contracting with the Contractor.

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14. If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expense incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

15. If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable to the remainder of this Contract or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract be deemed valid and enforceable to the extent permitted by law.

16. Any notice, request, demand, consent, approval or other communication required or permitted by this Contract shall be given or made in writing and shall be service (as elected by the party giving such notice) by any of the following methods:

- (i) Hand delivery to the party; or
- (ii) Delivery by commercial overnight courier service; or
- (iii) Mailed by registered or certified mail (postage prepaid), return receipt requested.

For purposes of notice the addresses are as follows:

CONTRACTOR: Phillips & Jordan, Inc.
Attention: Edd Satterfield, Asst. V.P.
191 P & J Road
Robbinsville, NC 28771
828-479-3371

The City of Marathon
Attention: City Clerk
10045 Overseas Hwy
Marathon, Florida 33050
305-743-0033

Copy to:

City of Marathon Attorney
Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson PA
150 W. Flagler Suite 220
Miami, FL 33130
305-789-3427

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered, as the case may be, if mailed. By giving proper notice as required, either party may change its address hereunder.

17. The Contractor warrants that its services under this Contract shall be performed in a thorough, efficient, and workmanlike manner, promptly and with due diligence and care, and in accordance with the standard practices of the specified profession.

IN WITNESS WHEREOF, the parties hereto set their hands on the day and year first written above.

ATTEST:

THE CITY OF MARATHON

Diane Clavier
Diane Clavier, City Clerk

Michael Huto
Michael H. Puto, City Manager

APPROVED AS TO FORM AND
CORRECTNESS:

[Signature]
City of Marathon Attorney

WITNESS:

CONTRACTOR:

Kaye Jones
Signature

Phillips & Jordan, Inc.

Kaye Jones
Name (Type or Print)

Edd Satterfield
Name (Type or Print)

Asst. Vice President
Title

[Signature]
Signature

If a Corporation, attach Corporate Resolution.

STATE OF TENNESSEE)

KNOX COUNTY)

**CERTIFIED
RESOLUTION
OF THE BOARD OF DIRECTORS
OF PHILLIPS AND JORDAN, INCORPORATED,
a North Carolina corporation**

Before me, the undersigned, a Notary Public in and for said county and said state, personally appeared Connie H. Nichols, who being duly sworn stated the following:

1. I am the duly elected Corporate Secretary of Phillips and Jordan, Incorporated, a corporation organized and existing under the laws of the state of North Carolina and
2. I do hereby certify that attached hereto as Exhibit "A" is a true and correct copy of the resolution of the Company adopted by the Board of Directors of Phillips and Jordan, Incorporated, on February 09, 2006, pertaining to the authorization of officers to sign, execute and deliver on behalf of the Company all construction contracts and all documents relating to the construction contract which resolution is presently in full force and effect:

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of the Corporation this 9th day of February, 2006.

Connie H. Nichols

Connie H. Nichols
Corporate Secretary

STATE OF TENNESSEE)
KNOX COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Connie H. Nichols, whose name as Corporate Secretary of **PHILLIPS AND JORDAN, INCORPORATED**, a North Carolina corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 9th day of February, 2006.

Cynthia M. Edmonson

Notary Public
My Commission Expires: 8-17-06

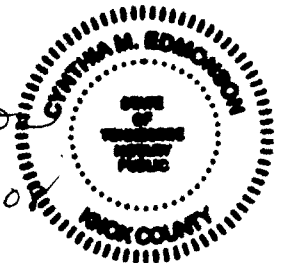


Exhibit "A"

**ACTIONS TAKEN BY WRITTEN CONSENT
BY THE BOARD OF DIRECTORS OF
PHILLIPS AND JORDAN, INCORPORATED**

By written consent of all the directors of Phillips and Jordan, Incorporated (the "Company"), the following actions and resolutions were taken and consented to:

BE IT RESOLVED that either the President, Vice President or Assistant Vice President of Phillips and Jordan, Incorporated, whose names appear on the Corporate minutes of its Special Meeting held February 09, 2006 are authorized to sign and execute construction contracts, and all documents relating to the construction contract, on behalf of the Company. They are the following:

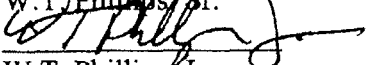
W.T. Phillips, Sr.	Chairman & Chief Executive Officer
Ben R. Turner	President & Chief Operations Officer
J.Patrick McMullen	Executive Vice President, CFO & Treasurer
W.T. Phillips, Jr.	Vice Chairman & Vice President - Real Estate & Corporate Development
Connie H. Nichols	Senior Vice President & Corporate Secretary
Randy Jordan	Senior Vice President
Brian Paul Kuhnle	Senior Vice President
Scott D. Orr	Senior Vice President
Frank Wood	Senior Vice President
Stanley L. Croy	Vice President - Florida Heavy Division
Wendell E. Durham	Vice President - Florida Clearing Division
Dorinda A. Futch	Vice President - Contract Administration
Ronnie Jordan	Vice President
Dudley Orr	Vice President
Cecil Patterson	Vice President
H.Lin Riley, Jr.	Vice President
Steve Rasmussen	Vice President - Information and Technology
Steve Thompson	Vice President - Safety & Risk Management
Max G. Morton	Vice President
R. Page Riley	Vice President
David Edd Satterfield	Asst. Vice President
Michael A. Teem	Asst. Vice President
Ritchie L. Trammell	Asst. Vice President
Kevin Waldroup	Asst. Vice President

each of whom is currently serving in the capacity to which elected.

The above actions and resolutions being taken upon the written consent of all the directors of Phillips and Jordan, Incorporated, their signatures below. This 9th day of February, 2006.

DIRECTORS


W. T. Phillips, Sr.


W. T. Phillips, Jr.

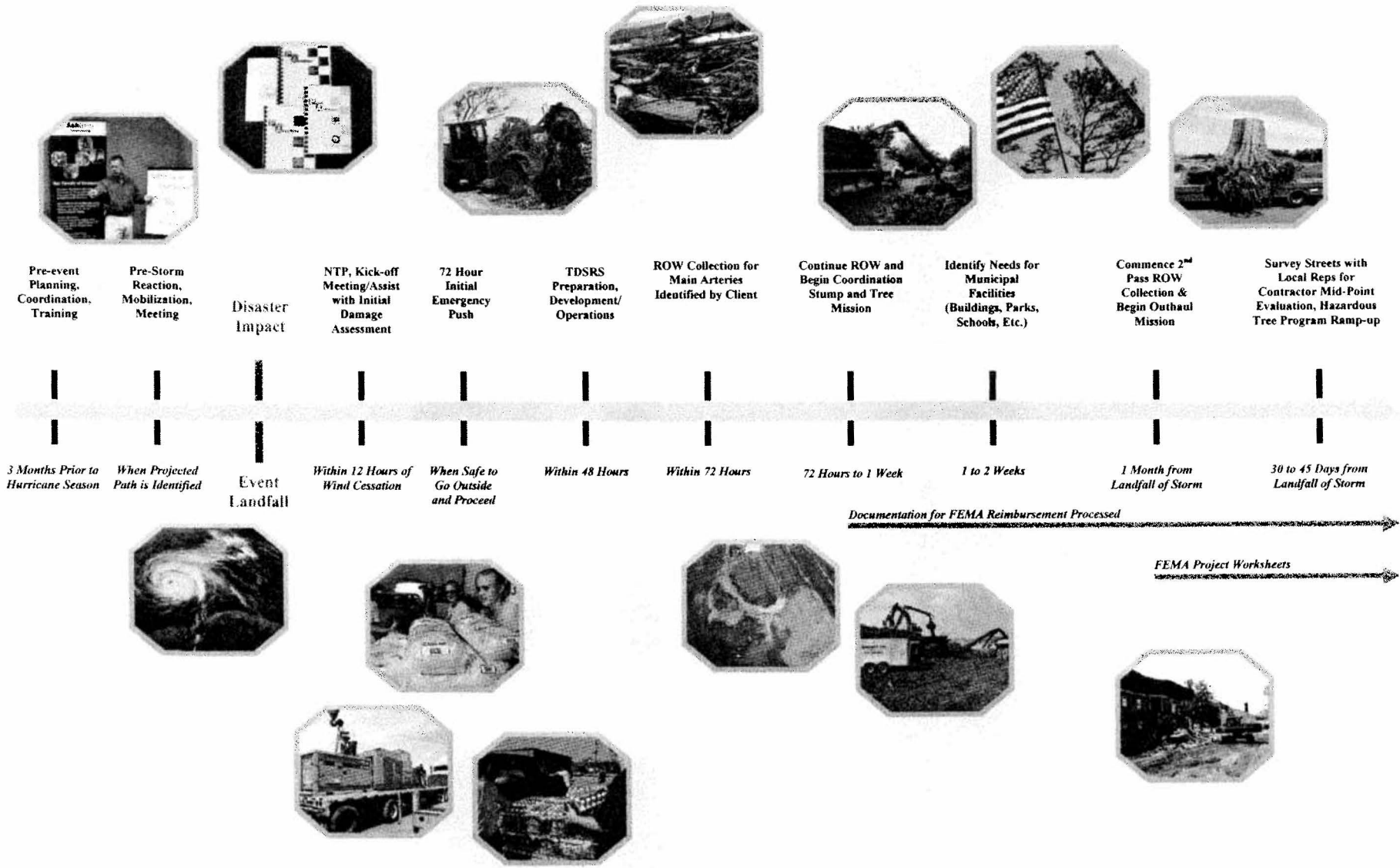

Connie H. Nichols

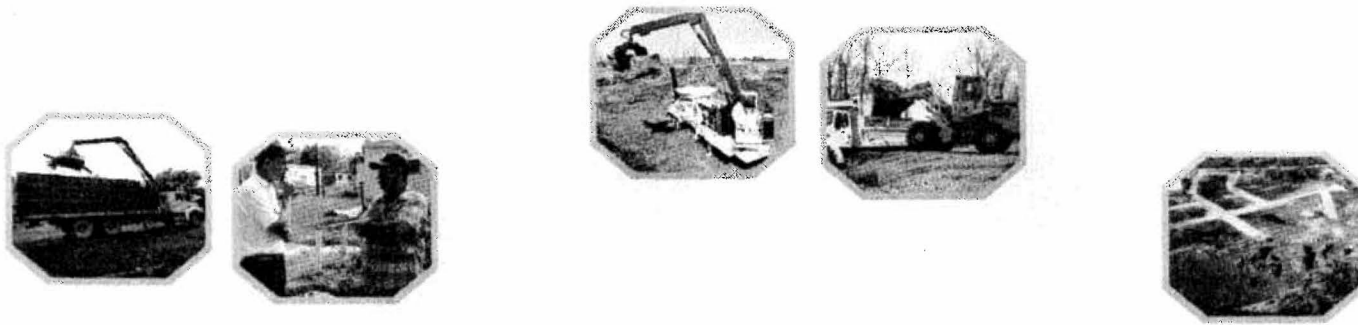

Ben R. Turner


J. Patrick McMullen


Randy Jordan

General Event Timeline





Begin 3rd Pass ROW Collection (Meticulous Cleanup of Each Street with Local Representative Inspection and Signoff)

Re-Survey all Streets and Parks with Local Representative, Addressing Any Areas of Concern

Begin Closeout of All TDSR Sites. Address all "Hot Spots" and Punch List Items

All Roads Signed-Off by Local Rep. and All Dump Sites Approaching Restoration to Pre-Storm Condition (To Be Completed within 30 Days of Final Load)



Documentation for FEMA Reimbursement Processed

FEMA Project Worksheets

FEMA Appeals



Specific Work Plans

As a supplement to our *Scope of Work* and other operational information as presented herein, the following plans illustrate additional methodologies regarding the following major categories of work. These plans generally represent the minimum level of commitment provided for these vital services.

Debris Removal Loading & Hauling Plan

AshBritt, at a minimum, will mobilize management and support staff to the City within one to two days and all personnel and equipment within 72 to 96 hours. We will coordinate with the City to establish the priority collection areas. We will submit a "final" cleanup schedule and plan within 5 days following the day of the disaster (or notice to proceed). This plan will include the projected number of hauling units and quantity of personnel. It will also include a safety action plan and environmental protection plan for all operations. Our operations will run seven days per week, ten hours per day, at a minimum.

Our project manager will oversee all our work and will attend daily project meetings with the City for the duration of the project. He will implement and manage our plan. He is empowered with all decision making authority for the project. All AshBritt management will be empowered to make positive decisions that ensure the progress and safety of the recovery mission.

We will provide all labor and equipment to perform loading and hauling of *eligible* debris from public rights-of-way to be transported to accepted Temporary Debris Staging and Reduction (TDSR) sites.

Before commencement, the City will be geographically subdivided into collection zones using a grid system. This exercise, ideally, will be completed as part of the pre-event planning schedule by us and City representatives. Zones, however, may need to be altered based on the severity and nature of the disaster event. We typically outline zones so our first pass for each zone is completed in approximately the same amount of time.

We will assign each collection crew an identification number. All equipment will be measured for capacity and certified as operationally safe. Based on priorities established by the City, we will assign crews to specific zones, at times deploying multiple crews to the same zone based on debris quantities and extent of damage. Crews will work only in the zone assigned them. They will sort debris at the load site by vegetative, construction and demolition (C&D), white metal (appliances), and/or hazardous wastes to the greatest extent practicable.

Traffic control personnel (flagmen) and traffic control devices will assist each crew in maintaining a safe working environment. Trucks will always be loaded to maximum capacity, except when an exception is deemed necessary by a City Representative. Only loads that are at 100 percent capacity will be sent to the dumpsite, except when permitted otherwise. Collection crew personnel will be instructed to identify and to separate hazardous materials and waste during debris collection activities.

We will provide reports for the following: number of trucks in use, number of loading equipment, and number of personnel working. They will include daily and cumulative to date statistics on the number of truckloads, the number of cubic yards of debris hauled, the locations of completed work

and the locations of current work. The cumulative and daily statistic totals for each debris type will be reported separately. We will also provide the City with an updated list of all subcontractors including phone numbers and contact personnel.

We will provide the City with an affidavit from each subcontractor stating there is a signed contract between binding us. Also, we will provide the City assistance in preparing weekly public notices of the debris removal schedule and public service announcements, as applicable.

All of our equipment should be in proper working condition, but if any break downs occur or if any becomes inoperable, equipment will be repaired or replaced with similar equipment as soon as possible. We will also remove from service all unsafe, malfunctioning and equipment leaking oil or other fluids. We will lawfully clean and remove all leaked fluids from the effected soil and pavement.

AshBritt, as a rule, only uses self-loading and unloading equipment for removing debris. We will minimize mixed loading of debris, and all loads will be reasonably compacted. We will also follow the guidance of the City regarding the eligibility of debris within the ROW.

Though three full passes is generally sufficient, we will make as many passes through designated areas as is required by the City. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, will be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW will be removed. We will not enter onto private property during the performance of this contract without the approval of the City.

AshBritt and our subcontractors will use only rubber-tired equipment in the performance of loading and hauling debris. And we will not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. If we discover one of our subcontractors has committed this act, they will be immediately terminated and a deficiency report will be filed with the City. Also, our personnel will not solicit work from private citizens or others with manpower and equipment designated under this contract.

We will not allow *hand loading* by our subcontractors, unless it is absolutely necessary for particular cases, at which time we will notify the City of these actions. Customarily, we only employ mechanical loading and self-unloading equipment meeting applicable "build-up" standards, height and tailgate requirements. We will not employ any hauling vehicles with a haul capacity less than fifteen cubic yards. Moreover, all trailer hauling vehicles will be equipped with tandem axles or dual tires, a minimum of four tires, and a minimum GVW rating of 10,000 pounds.

Our subcontractors are held accountable for repairing all damages as a result of negligence. We track all damage claims (deficiencies) through DIMS (examples attached). We will be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage attributed to our contractors. We will repair all damage caused by our equipment to existing grade, road shoulders, sidewalks, drainage, structures, trees, shrubs, grassed areas, etc.. We will preserve and protect, to the best of our abilities, all existing structures, infrastructures, vegetation on or adjacent to the area of work. We will repair or replace in kind all damaged mailboxes on the same day, if possible, that the damage occurred.

As a rule, we will contact the person(s) making claims regarding damages within 24 hours of receiving said claim; information such as method of repair and timeline for completion will be discussed. All damages will be repaired expeditiously. A signed unconditional release will be obtained upon the resolution of each property damage claim, which indemnifies the City and AshBritt from future actions associated with the claim. A *Deficiency Tracking Report* and copies of any releases obtained will be provided to the City weekly (example attached).

We will remove any hazardous stumps from the ground that the City requests. We will trim all roots flush with the ground, and fill all stump holes with clean dirt after removal.

We will clean as we go, not leaving large, unruly residual debris behind. The only debris left at a load origin should be able to be handled safely by an average residential lawn mower. We will also not move from one designated work area to another work area prior to receiving authorization from the City.

AshBritt will provide a minimum of three (3) field supervisor for every estimated 200,000 cubic yards of disaster related debris, and provide a minimum of three field supervisors at all times. One will be multi-lingual. Minimum project personnel for the proposed scenarios are presented on the attached *Debris Management Analysis*.

We require all hauling trucks to trim loads so that no debris extends beyond the bed in any direction. All loose debris, such as tree limbs, plywood, and roofing material will be reasonably compacted on the hauling vehicle by use of the loading equipment. All debris will be adequately secured while being transported to the designated TDSR/dump sites. This may include tarps and other mechanical means to ensure no loss of debris.

We will report to the City immediately any material classed as hazardous or toxic waste. And we will remove White Metal debris by hauling it separately from other debris types, taking precautions to prevent damage to items containing Freon and various oils and fluids to prevent release of gases and fluids into the environment.

At the direction of the City, we will remove, recover and properly dispose of Freon from any White Metal debris, such as refrigerators, freezers or air conditioners, at the curbside, a TDSR site or final disposal site in accordance with all federal, state and local rules, regulations and laws.

We will also report to the City all standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical and communications or any situation which poses a health or safety risk to workers on site.

Temporary Debris Staging and Reduction Site Management Plan

AshBritt will manage and operate TDSR sites located at various locations within the City (or outside of, as may be warranted), and will provide all management, supervision, labor, machines, and equipment necessary to accept, process, reduce, incinerate, sort and dispose of disaster related debris. We will use sites only designated by the City and properly permitted.

We anticipate the debris to consist primarily of vegetative debris, with variable amounts of

construction and demolition debris (C&D), white metal debris, and hazardous debris. This debris will require sorting. The C&D debris and hazardous waste debris will require additional sorting and processing. We will segregate debris as it comes into the site. We will reduce the vegetative debris by chipping or grinding.

Our mobilization effort and work schedule for this phase of work will be consistent with that above. However, if the disaster event dictates, we may work up to twenty-four days, seven days a week to meet the debris reduction and processing production requirements. We will work with the City and its representatives to establish the work hours and to develop production schedules. This may be unavoidable, depending on the area and the number of viable TDSR sites.

We will establish lined temporary storage areas for hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. We will set up and maintain secondary containment under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by the City. We will establish a site layout plan, and establish and maintain an entrance, exit and internal haul roads at each assigned TDSR site. We will establish a plan and implement traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and security and safety measures. We will direct traffic entering and leaving the site, and dumping operations at the site. Additionally, we will be responsible for sorting and stockpiling the debris at the site.

Also, if authorized by the City, we will manage the site to accept debris collected under other contracts. All debris will be segregated into burnable and grindable vegetative debris, non-burnable and non-grindable mixed debris, hazardous and toxic waste, C&D debris, white metal or "dirty" white goods, and ash residue. Further segregation of C&D debris, such as recyclable material or durable goods may be necessary.

We will take all precautions while handling hazardous waste and white metal debris to prevent release of gases and fluids such as Freon, various oils and fluids into the environment. We will provide qualified and certified Freon recovery and hazardous waste crews to process debris as necessary.

We will process and reduce all stumps and large logs that are hauled to the TDSR sites. Typically it is not feasible to burn large stumps; they are usually sheared and ground.

We will provide sufficient site supervision of all assigned activities, with at least one supervisor at every TDSR site. We will employ at least one bilingual speaking field supervisor or employee at each site if non-English speaking personnel are employed under this contract.

Upon completion of the debris reduction process, we will clear the site of all debris and restore the site to the satisfaction of the City (pre-use condition).

We will also provide the City a site operations plan for review and approval prior to beginning any work. The plan, minimally, will address:

- 1) Access to site (Ingress/Egress)
- 2) Site management, to include point-of-contact, organizational chart, etc.

- 3) Traffic flow, control and safety procedures
- 4) Site security
- 5) Site safety
- 6) Site layout and segregation plan
- 7) Hazardous waste materials plan
- 8) Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.

We will pre-assess, baseline test, and prepare the site(s) to accept debris. This preparation will include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation of inspection towers (see attached diagram for building specifications). We will provide utility clearances and sanitation facilities. We will protect existing structures at the sites and repair any damage caused by operations at no additional cost to the City.

We will be responsible for installing site security measures and maintaining security. We will also manage the site to minimize the risk of fire, to include pile management and turning. In support, we will provide a minimum of one qualified spotter at each debris type dumping and staging location within the TDSR sites to ensure the debris is staged in the proper location. We will remove all contaminants and hazardous wastes from other types of debris dumped at sites, and store these in appropriate locations. We will be responsible for the storage, removal, and containment of ash from all burning operations. The containment area will be wet down periodically under this contract to prevent particles from becoming airborne.

We will designate a location within each TDSR site for equipment repairs. We will not repair equipment outside of the designated equipment repair location without the approval from the City. Also, only equipment used for managing and processing debris will reside overnight at the TDSR sites unless we receive approval otherwise.

We will close debris site within 30 calendar days of receiving the last load of disaster-related debris. This closure will include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), grading the site; provide environmental remediation and restoring the site to pre-work conditions. The site will be restored in accordance with all State and local requirements. The City will approve final acceptance of a site closure.

IV

Resources & Technology

Contract Commitments

AshBritt maintains an active project schedule throughout the year. We continually offer our service expertise in special environmental, dredging, demolition, and waste disposal and emergency response disciplines.

A common concern amongst clients is how a contractor's future commitments and workload will affect their ability to mobilize and to perform for them. This concern, though difficult for any disaster response contractor to address, is clearly warranted. Unfortunately, workloads are driven by natural disasters that are, by their nature, unpredictable. This fact is a shared risk in the disaster recovery industry and is common to all contractors.

Nevertheless, the greatest assurance that we can provide our clients is, during our 15 years in the disaster response industry, we have never defaulted on a mobilization commitment, nor have we ever failed to complete a project. We only prioritize our clients based on the size and on the specialization of our management team. We strive to respond commensurate to the client's needs, and maintain a dedicated management structure.

We invite the evaluation committee to contact any of our clients, dating back to 1992, for validation of our responsiveness and follow-through. Moreover, based on our recent record, we have clearly demonstrated we have the ways-and-means to respond and to perform with speed, efficiency and, above all, excellence.

The following table lists AshBritt's current pre-event contract commitments as a primary (1) to fourth tier (4) selection for disaster recovery services. Noted by an asterisk (*) are contracts that are expiring in May of 2007. These contracts are slated to be let as Request for Proposals.

Community	Term	Community	Term	Community	Term
Beauf-Jasper WSA ¹	08/03-05/07*	Homestead, FL ¹	04/05-12/07	Perquimans County, NC ¹	10/06-09/09
Boca Raton, FL ¹	05/04-05/09	Indian River County, FL ¹	08/04-03/08	Pompano Beach, FL ²	07/06-07/08
Brevard County, FL ¹	09/06-08/09	Lake Worth, FL ¹	07/04-07/08	Punta Gorda, FL ²	06/06-06/07
Broward County, FL ¹	01/06-05/07*	Lynn Haven, FL ¹	09/06-09/09	Safety Harbor, FL ¹	04/04-12/08
Casselberry, FL ¹	07/04-06/07	Manatee County, FL ²	04/04-04/08	Sarasota County, FL ⁴	07/06-07/09
Charleston County, SC ¹	12/05-12/10	Matagorda County, TX ¹	08/05-06/08	Sebastian, FL ¹	06/04-12/08
Charlotte County, FL ¹	08/03-12/08	Miami Beach, FL ¹	04/04-05/07*	South Miami, FL ²	06/03-Open
Chatham County, GA ¹	08/05-08/10	Nassau County, FL ¹	06/04-09/05	St. Johns County, FL ²	06/04-08/10
Colleton County, SC ¹	07/02-07/07	North Miami Beach, FL ²	06/06-06/07	Stuart, FL ¹	09/06-08/08
Collier County, FL ¹	11/05-11/07	North Miami, FL ¹	09/05-09/08	Sumter County, SC	02/04-Open
Cooper City, FL ¹	05/01-Open	North Palm Beach, FL ¹	09/04-07/08	Sumter, City of, SC	02/04-Open
Coral Gables, FL ¹	05/04-12/08	Oakland Park, FL ¹	05/01-05/07*	Sunrise, FL ¹	11/05-12/07
Corpus Christi, TX ¹	06/03-06/08	Orange County, FL ²	06/05-06/08	Town of Davie, FL ¹	09/01-09/08
Dania Beach, FL ¹	05/02-05/07	Orlando, FL ²	06/06-Open	VPPSA, VA ¹	06/04-Open
Escambia County, FL ¹	09/04-Open	Oviedo, FL ¹	07/05-07/10	West Park, FL ¹	05/06-05/07*
Galveston, TX ¹	06/05-06/08	Palm Beach Gardens, FL ²	07/05-06/08	Weston, FL ¹	06/06-06/11
Hampton County, SC ¹	01/06-12/07	Palmetto, FL ¹	06/06-04/08	Winter Park, FL ¹	07/05-07/10
<i>Note: 1=Prime (1st Tier); 2=Second (2nd Tier); 3=Third (3rd Tier); 4=Fourth (4th Tier)</i>					

Providing an estimate of future commitments to other emergency response contracts both in man-hours per year and as a percentage of total workload for all key project personnel is challenging

given the variations of disasters.

Nonetheless, based on our current staff and assuming a storm season tantamount to 2004 (12,000,000 yd³, 18 clients, assuming 150 days per project and 14 hour work days), we calculate 1,303 hours (109 twelve hour days) for all managers and supervisors and 2,224 hours (185 twelve hour days) for just project managers. This equals 3% and 6% of total assumed project hours (37,800), respectively.

As we will commit a dedicated management team to the City of Marathon, regardless of the magnitude of the event, these statistics serve only to illuminate our management and resource capacity.

Additionally, as previously stated, our organizational framework is modeled and our resource network is positioned to rapidly respond and service multiple clients simultaneously in the aftermath of multiple disaster events.

We have demonstrated, time and again, our capabilities to mobilize either to a single catastrophic event or to multiple simultaneous events with sufficient crews, myriad resources, emergency assets, specialized services and ample, dedicated, qualified management. As was illustrated in our recent achievements, we successfully served 23 clients simultaneously in Florida in 2004 and, at one point, over 50 separate locales in 2005.

Under the USACE, we served 14 separate communities in our initial response in Louisiana and 16 separate communities in Mississippi. For our Hurricane Katrina and Hurricane Wilma response we served over 25 separate clients.

Recovery Resources

AshBritt distinguishes itself in the disaster recovery industry by its high standards and strict reliance on superior resources. These comprise our carefully screened subcontracting partners, our strategic teaming agreements with specialized firms, our preferential accounts with prominent and reliable national and local suppliers, and our reliance on using only “certified-safe” mechanical loading, hauling and dumping equipment.

We also make strategic use of our own professionally maintained grapple trucks, heavy loading equipment, and industrial grinders.

Teaming Agreements

AshBritt maintains teaming agreements with *Onyx Special Services, Inc.*, *IAP Worldwide Services, Inc.*, *Dorado Services, Inc.*, *Aerostar Environmental Services, Inc.*, *WRS Infrastructure & Environment, Inc.*, *Fireline Restoration Services, Inc.*, *Mahaffey Fabric Solutions, Inc.* and *Sidram Power, Inc.*, amongst other firms.

Onyx is a nationally recognized full-spectrum environmental services company specializing in emergency response (24/7), hazardous waste, remediation, bio-solid management, marine recovery, and an array of other services. Onyx has supported us in over twenty-five special projects. Onyx is a subsidiary of the global company, Veolia Environmental Services. Please visit them on the web at veoliaes.com to see their broad service offerings.

IAP is a national top provider of domestic life support commodities such as bottled water, packaged ice, and power generators. The rapid delivery of these supplies after a disaster has occurred is critical to our clients. They are FEMA’s “contractor of choice” for such services. More information about IAP is available at www.iapws.com.

Dorado is an 8(a) and a HUBZone certified environmental engineering firm with offices in South and West Florida, South Carolina, Oklahoma, Texas and Puerto Rico. Dorado provides baseline soil & water sampling, HHW collection, and investigation services for potential environmental threats. They have assisted AshBritt on over twenty large-scale projects. More information about Dorado is available at www.doraadosi.com.

Aerostar is a full-service, woman-owned SBA certified 8(a) environmental engineering and remedial construction firm. Aerostar maintains a number of south-east offices, including those in Jacksonville, Orlando, Pensacola and Atlanta. Aerostar performs water damage assessments, mold inspections and remediation, asbestos surveys, hazardous/solid waste characterization and management, air, water and sediment sampling, and other environmental services. Please visit them at www.aerostar.net.

WRS Infrastructure & Environment, Fireline Restoration Services, Mahaffey Fabric Solutions and Sidram Power were briefly discussed. For more detailed information regarding these teaming partners, please visit them on the web.

WRS Infrastructure & Environment, Inc.: www.wrsie.com

Fireline Restoration Services, Inc.: www.firelinerestoration.com & www.hsoacorp.com

Mahaffey Fabric Solutions, Inc.: www.fabricsolutions.com

Sidram Power, Inc.: www.sidrapower.com

National Accounts

Equally important, we have preferential *national accounts* with several of the nation's largest providers of equipment and supplies. These relationships ensure availability and expeditious delivery of post-disaster equipment resources.

We maintain these relationships by partaking in annual re-assessment meetings. These ensure we are services promptly when our clients need us most. These providers include *United Rentals, Hertz Equipment Rental, Sunbelt Rentals, Nations Rent, Neff Rentals, Carrier Rentals* and *CAT Rental*, all leading rental equipment and vehicle suppliers.

Equipment Standards

AshBritt certifies the safety of "all" project equipment. We use only mechanical loading and hauling equipment for debris collection, discouraging the use of hand-loaded trailers. We believe hand-loaded debris cannot be accurately estimated visually, compromising quality control. Hand loading is also inefficient and a dangerous method of collecting debris. We require all hauling vehicles to have sturdy tailgates that effectively contain debris during transport, and we demand all haulers rapidly unload themselves, without assistance.

AshBritt maintains its own fleet of grapple trucks, the most versatile and effective loading vehicle for curbside debris removal. With a boom reach of 15 to 20 feet, these trucks can safely remove debris stacked on rights-of-way without damaging sidewalks or easements. And with a lift capacity of up to 7,500 pounds, they can safely handle any material in the debris stream. The most valuable aspect of maintaining our own fleet is the flexibility afforded to adequately complete any job with the highest quality standards.

Resource Database

Owing to our own reliance on outside resources, AshBritt maintains an extensive database of qualified subcontractors and an inventory of their equipment. Our subcontractors hail from all over the United States. We often avail ourselves of their experience and expertise to assist our own forces in conducting recovery operations.

It is our practice to establish and maintain stand-by agreements with applicable specialty subcontractors to ensure an expeditious and comprehensive response for our clients. Our database also assists us in identifying local contractors no matter where an event occurs. Through an interface with our main AshBritt web site—the first of its kind in our industry—it is simple for any subcontractor to register for pre-qualification as an accepted subcontractor.

Anticipated Equipment










Combining owned and leased equipment with that of our committed teaming partners and subcontractors, we are certain of the following equipment availability. The following table outlines equipment types and quantities that are common to disaster response and recovery operations. An additional table outlining AshBritt's owned equipment is included in a following section. Based on our past experience and our vast network of resources, we are confident of the quantity and quality and accessibility of any specialized equipment for our recovery efforts.














AshBritt, Inc.

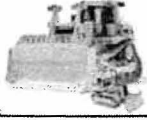
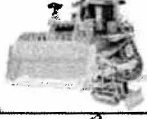
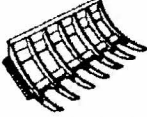


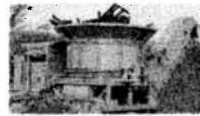
*Equipment Available to the Disaster Response Division
(Company Owned, Leased, Committed)*



Debris Collection, Field, and TDSRS Management Support Equipment:

Quantity	Picture	Description	Like Equipment
75+		Truck, Pickup, ½ & ¾ Ton, with Operator.	Ford F-150, F-250
100+		Truck, Dump, 6-8 yd ³ capacities, with Operator.	Single axle Dump
100+		Truck, Dump, 16-20 yd ³ capacities, with Operator.	Tandem or Triple axle Dump
100+		Tractor/Trailer, Dump, 35-80 yd ³ capacities, with Operator. Hydraulic dump trailer or “walking floor” trailer.	
20		Knuckle-boom, 10 ton lifting capacity, with Operator. Trailer mounted and towed by tractor	Barko 160A
100		Self-loading and self-dumping Grapple Truck with 7500 LB lift capacity	Prentice 120 Grapple
20		Loader, Front-end, 3-5 yd ³ capacities, with Operator. Loaders used for debris collection will be equipped with a grapple bucket or a rake attachment.	CAT 960F
12		Attachment, Loader Rake, mounts in place of the bucket on 4-wheel drive or crawler loaders. Loads debris at truck height. Long curved teeth for maximum load capacity. Bucket cylinder controls positions for digging depth or transporting.	
20		Loader, Mini, Width of vehicle not to exceed 2 meters, for use in restricted maneuver area.	Bobcat 553 JCB 165

Quantity	Picture	Description	Like Equipment
30		Chipper Truck, with Operator. 30yd ³ bodies.	
75		Wood Chipper, with Operator. Reduces wood debris up to medium size material. Mobile unit towed by chipper truck.	Morbark 18" Rotary Disk
Unlimited		Chainsaw, Gas engine, not less than 20" and 14" bars, with Operator.	
12		Excavator, Hydraulic, 1-2 yd ³ bucket, 128 Net Hp, with Operator. Fitted with a grapple and is used to separate debris, load tractor/trailers, and feed the large Tub Grinders. Lift capacity and reach increase with size.	CAT 320 CASE 9030B
12		Excavator, Hydraulic, 2-3 yd ³ bucket, 168 Net Hp, with Operator. Fitted with a grapple and is used to separate debris, load tractor/trailers, and feed the large Tub Grinders. Lift capacity and reach increase with size.	CAT 325
12		Excavator, Hydraulic, 3-5 yd ³ bucket, 286 Net Hp, with Operator. Fitted with a grapple and is used to separate debris, load tractor/trailers, and feed the large Tub Grinders. Lift capacity and reach increase with size.	CAT 350
8		Attachment, Grapple, hydraulically operated clam-type bucket with 360-degree rotation, for use in demolition. Attached to an excavator is used to "pick" through mixed debris in the separation process.	
20		Loader, Front-end, 3-5 yd ³ capacities, with Operator.	CAT 960F
20		Loader, Front-end, 3-5 yd ³ capacity, with Operator	CAT 970F CASE 921B
4		Loader, tracked, 2-3 yd ³ blade capacity, with Operator	CAT 953
2		Loader, tracked, 3-5 yd ³ blade capacity, with Operator	CAT 973
8		Grader, Motor, 12 foot blade, 130-140 net Hp	CAT 12H Champion 710 Series IV
10		Water Truck, 5000 Gallon. Used for dust control in TSDRS, especially along ingress/egress.	

Quantity	Picture	Description	Like Equipment
8		Dozer, tracked, 2-3 yd ³ Blade capacity, with Operator	CAT D8H
3		Dozer, tracked, 22'6" Blade length, 405 Net Hp, with Operator	Caterpillar D9R
10		Rake, Clearing and Stacking, Dozer mounted; lighter-weight construction. Curved teeth lift and stack trees and debris while sifting out dirt.	
1		Burner, Air Curtain, fully self-contained system that includes a power plant, hydraulic drive system blower fan and fuel tank. A diesel injection system and/or a propane ignition system are light-up options.	Air Burners, Inc. Model "S"
4		Burner, Air Curtain, mobile unit, 6 cylinders Diesel engine, minimum 89 HP (66 kW), full enclosure; burn container 4" (102 mm) thick walls; refractory panels filled with thermal ceramic material.	Air Burners, Inc. Mobile System Model "T- 359"
10		Grinder, Tub, with 700-1000 Hp engine, 12 ft diameter tub	Diamond Z – 1463 Morbark 1500 Morbark 1300

Crew Composition

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

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

Self-loading Grapple Trucks are the most versatile equipment available. With a crane lift capacity

of 7000 lbs., the unit has the ability to handle C&D as well as light vegetation and mixed debris. They can be used to self-load and self-transport, or to load other vehicles for transport. The grapple design limits damage to homeowner property and properly maintained they create no damage to primary or secondary roads. They require no special permitting and can be driven to any location on the Atlantic or Gulf Coast within 24 hours and can begin work immediately.

Towed Knuckle-boom Loaders are converted logging equipment and are very effective in handling whole trees, C&D, and heavy materials. They are towed by a tractor and used to load trailers for the transport of debris. Rubber Tire Front End Loaders are effective at loading C&D, mixed debris, silt and sand into transport trailers.

Owing to the versatility and mobility of the Self-loading Grapple Truck, AshBritt maintains a fleet of more than fifty (50) company-owned or contracted trucks, which are available for immediate deployment. Having significant dedicated first response resources allows AshBritt to ensure that the City can expect an immediate deployment of appropriate equipment whenever and wherever they are needed.

The crew composition for AshBritt's response team has been developed through years of experience and assessment. The typical crew composition as detailed below offers the highest degree of professionalism, safety, and efficiency available in the emergency services industry.

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

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

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

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

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

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

Hot Spot Crews

AshBritt has found it effective during past recovery efforts to assign one or more dedicated response crews, or *hot spot* crews. These crews will respond to exigent recovery needs. Typically, we use

our own expert operators and equipment, as they are generally more accountable and diligent than hired subcontractors. These crews are most useful at the inception and at the close-out of debris recovery efforts; however, we will keep them on-call throughout the entirety of the operation. As we maintain a “clean as you go” policy, hot spot crew responses are typically reserved for emergency and special circumstances.

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

AshBritt Disaster Response Division, Equipment Commitments & Availability

Equipment Description	AshBritt Owned	Contracted to AshBritt	AshBritt Leased	Total Avail in 72 Hours
Truck, Pickup	50	50	25	125
Dump Trucks (10-50 yd ³)	0	100	0	100
Tractor/Trailer, Dump (20-70 yd ³)	4	100	0	104
Loader, Knuckleboom (Barko 160A)	0	18	0	18
Self-Loading Grapple Truck (30-60 yd ³)	14	40	0	54
Loader, Front End (7-12 yd ³)	4	15	5	24
Loader, Mini (Bobcat, Cat, Various)	5	20	4	29
Truck, Chipper (30 yd ³)	12	9	0	21
Chipper (18" Rotary Disc)	14	12	0	26
Chainsaws (Husqvarna, Stihl, 14-20" bars)	Unlimited	Unlimited	0	Unlimited
Excavators (Cat 320, 325, 330)	2	10	5	17
Loaders, Rubber Tire (Multi-terrain)	4	15	1	20
Loader, Tracked (3-6yd ³)	0	10	2	12
Grader, Motor (12-14' base width)	0	2	0	2
Truck, Water	0	6	4	10
Dozer (6-31 yd ³ blade capacity)	2	7	5	14
Air Curtain Burner (McPherson)	2	5	0	7
Tub Grinder (Morbark/Diamond Z)	4	8	0	12
Tractor/Trailer (Live Floor, 90-130 yd ³)	12	150	0	162

Note: This Chart indicates the equipment immediately available to AshBritt either through direct ownership, lease, or through the resources of subcontractors that are contractually committed to AshBritt. Through national account preferred status AshBritt has the capability to double these totals every 48 hours if necessary.

Subcontractor Participation

Our industry, on the whole, relies heavily on subcontractor resources. AshBritt has worked with thousands of subcontractors over our history. We maintain a database of all past subcontractors and new interested firms are always encouraged to register. We maintain a core group of stand-by subcontractors who work exclusively for AshBritt. These contractors, we feel, are the best in the industry. Our subcontractors hail from all over the nation to ensure we can respond to disasters wherever they may occur, though the lion's share reside in the South East United States.

We make a concerted effort both before and after events to reach out and hire local subcontractors in areas where we have contracts. Having qualified local subcontractors on the disaster recovery team is a clear benefit to recovery efforts. They possess local logistics knowledge, are familiar to the local community, and can provide immediate assistance during the initial 24 hours mobilization.

AshBritt identifies potential local subcontractors through several sources, including the local Chambers of Commerce, locally established M/W/DBE directories, the Florida Office of Supplier Diversity, the FDOT DBE Directory, the SBA 8(a) Minority-Owned and Woman-Owned Business Directory and the SBA, as well as recommendations from local trade associations, equipment dealers, and City personnel. Prior to being added to the disaster recovery team a potential local subcontractor must complete a thorough operational and financial review including:

- Initial structured telephone interview.
- Review of equipment list, work history, and capability.
- Review Dunn and Bradstreet Reports.
- Inspect on-site of facilities and equipment.
- Obtain approval by the City of all screened subcontractors.
- Acquire insurance certificate listing AshBritt and the City as additional insured.
- Execute a *Subcontractor Agreement*.

Relying on subcontractor resources makes it critical to establish stringent standards and guidelines to protect our own and our client's interest. AshBritt's *Subcontracting Plan* sets performance criteria for all prospective subcontractors, works to develop a professional and capable national workforce, promotes work force diversity and inclusion of small and disadvantaged firms, and ensures real participation of qualified disaster-affected local firms.

All potential subcontractors, to perform under an AshBritt contract, must be pre-approved from our resource database, have a favorable evaluation from either a prior AshBritt project or at least three non-AshBritt projects, or the favorable endorsement of a client. Additionally, all equipment to be deployed is thoroughly inspected and certified as operationally safe. Workforce safety training is administered when necessary, and a compliance agreement of all safety policies as mandated by all governing authorities must be acknowledged.

Subcontractors must execute a *Subcontractor Agreement*, which defines the scope of work, responsibilities, accountabilities, and binds the subcontractor to comply with FAR and FEMA regulations. They must also execute a hold harmless agreement indemnifying the client and its agents. Furthermore, based on anticipated participation revenues, comprehensive insurance coverage, including worker's compensation is mandated. A *Certificate of Insurance* with established limits must be submitted before work can commence. Moreover, compliance with all applicable federal, state, and local tax, unemployment compensation, and worker compensation laws is mandated.

AshBritt uses local firms and local small disadvantaged and minority firms in recovery efforts whenever possible (pursuant to 44 CFR 206.10). Local contractors are extremely beneficial, as they are quick to mobilize, are highly motivated to assist their own community, and are knowledgeable of the local geography and crucial suppliers.

We have established targets of 40 percent for local subcontracting participation and 70 percent for the use of local goods and services for the City recovery project. Furthermore, we welcome and are amenable to all referrals from local representatives and authorities. The table below details our success in engaging local participation during recent disaster recovery projects.

Project	Total \$ Subs	Total \$ Local Subs	% of Total \$ to Local Subs	Total Project \$ for Goods/Services	Total \$ to Local Business	% of Total \$ to Local Business
Mississippi (05-06)			>80.0%			>75.0%
Florida (04-05)			>55.0%			>80.0%
Iberia Parish, LA	2,143,597	1,077,542	50.3%	345,697	273,958	79.2%
Kay Co., OK	1,814,498	980,918	54.1%	119,311	84,377	70.7%
Bowie, TX	1,396,725	526,263	37.7%	387,722	338,204	87.2%

The City of Marathon, Potential Subcontractor Participation

Note: The following list is not absolute or exhaustive; additional or substitute subcontractor resources would likely be used if the event warranted the participation. Less subcontractors would be used for a lesser event /a

No.	Contractor Name /a	State	Classification	Experience/Capabilities
1	ABC Professional Tree	Texas	N/A	Debris collection, tree work, hauling
2	Adventure Environmental	Florida	SBE	Debris collection, hauling
3	Barnhart Debris Removal, Inc.	Arkansas	N/A	Debris collection, hauling
4	BullDitt Hauling & Landscaping, Inc.	Florida	SBE	Debris collection, tree work, hauling
5	C&J Barkhaulers, LLC	Missouri	SBE	Debris collection, hauling
6	Cascais, Inc.	Florida	SBE	Debris collection, hauling
7	Central Hauling & Escavating	Florida	DBE	Debris collection, hauling, site development
8	Christopher Contracting, Inc.	Missouri	N/A	Debris collection, tree work, hauling
9	County Waste	Florida	N/A	Debris collection, tree work, hauling
10	CTI	Florida	N/A	Disposal hauling
11	Custom Contracting Corp.	Florida	8(a); W/MBE/SDBE/LBD	Debris collection, hauling
12	Dennis Bobcat Services, Corp.	Florida	MBE/SBE	Debris collection, hauling
13	D'Faithful Transportation	Florida	W/MBE	Debris collection, hauling
14	DJ Rail & Storm	Florida	N/A	Debris collection, hauling
15	DNS Construction	Florida	W/MBE	Debris collection, hauling, site development, debris processing and reduction
16	Dorado Services, Inc.	Florida	8(a); HUBZone, MBE	Engineering Services, debris collection, site management
17	East Coast	Florida	SBE	Debris collection, hauling
18	EM Paving	Florida	SBE	Debris collection, hauling
19	Estlund's Enterprises, Inc.	Florida	SBE	Debris collection, hauling
20	Everglades Transportation, Inc.	Florida	SBE	Disposal hauling
21	Farache Enterprises, Inc.	Florida	MBE	Debris collection, hauling
22	Fearless Leasing	Pennsylvania	N/A	Debris collection, tree work, hauling
23	Hedge Hunters Tree Service	Florida	SBE	Debris collection, hauling
24	Hermogenes Duarte Trucking	Florida	MBE	Debris collection, hauling
25	J.N. Malcolm & Sons Excavating, Inc.	Florida	DBE/MBE	Debris collection, hauling
	Jandreau Trucking	Maine	N/A	Disposal hauling
	Jarrett Trucking, Inc.	Florida	MBE	Disposal hauling
28	Moosehead Harvesting, Inc.	Connecticut	N/A	Debris collection, hauling, site development, site management, processing and reduction
29	Native Landscape	Florida	SBE	Debris collection, tree work, hauling
30	Neighborhood Recovery, Inc.	Florida	MBE	Debris collection, hauling
31	Ocala Tree Debris	Florida	SBE	Debris collection, tree work, hauling
32	Onyx Special Services	Wisconsin	N/A	Special environment services
33	Paul Bunyan, Inc.	Pennsylvania	N/A	Debris collection, tree work, hauling
34	Primus Construction Services, Inc.	Florida	MBE/SBE	Debris collection, hauling
35	R M Trucking Service, Inc.	Florida	MBE/SBE	Debris collection, hauling
36	Red Sky Disaster, Inc.	Florida	SBE	Debris collection, hauling
37	Richmond Tree	Georgia	N/A	Debris collection, tree work, hauling
38	Rio Indio, Inc.	Florida	MBE	Debris collection, hauling
39	Sanford & Sons Trucking Corp.	Florida	MBE/SBE	Debris collection, hauling
40	SFM Services, Inc.	Florida	MBE/SBE	Debris collection, hauling
41	Soil Tech Distributors, Inc.	Florida	N/A	Debris collection, hauling, disposal hauling
42	Solan Trucking & Excavating	Florida	MBE/SBE	Debris collection, hauling
43	Star Hauling	Florida	MBE	Debris collection, hauling
44	SUG Distributions, Inc.	Florida	MBE	Debris collection, hauling
45	Theilin Recycling Company, LP	Texas	N/A	Site development, management, processing and reduction
46	TN Grassing, Inc.	Florida	DBE/MBE	Debris collection, hauling
47	Treesmith, Inc.	Alabama	N/A	Debris collection, tree work, hauling
48	Top Branch Tree Service, Inc.	Florida	SBE	Debris collection, tree work, hauling
49	Walker Dozing & Excavating, Inc.	Missouri	N/A	Debris collection, hauling, site development, management
50	WCC Disaster Recovery	Florida	8(a) SDB	Debris collection, hauling
51	WRS I&E, Inc.	Florida	N/A	Haz waste remediation.

tes:

- Preference is offered to employ local subcontractors who have the appropriate equipment and experience and meet the applicable criteria.
- Percentages of work are approximations. Any substitutions of subcontractors will be of equal or superior quality.

Technology: Info Management

AshBritt is by far the industry leader in employing technologies to streamline the planning, logistics and administrative requirements of a disaster recovery. We realize leveraging the benefits of current technology is critical to improving disaster recovery missions.

Technology, along with a technologically savvy staff, enhances productivity and increases efficiency. This leads to faster and more thorough cleanups, and more accurate and timely information tracking and reporting. The administrative burden is lessened and grant reimbursements are expedited.

AshBritt continues to invest heavily in technological systems to help streamline recovery tracking, information flow, reporting and overall accuracy. This pursuit gives helps us maintain a competitive advantage in offering greater value and significant savings to our clients.

Debris Information Management System (DIMS)

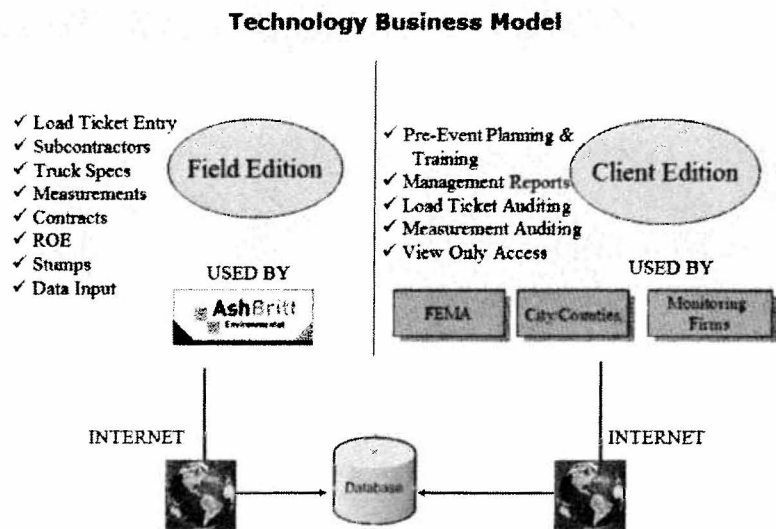
At the forefront of AshBritt's technology resources is our *Debris Information Management System* or in short "*DIMS*". When a disaster strikes, accurate "real-time" information is crucial to success. DIMS facilitates this communication and all information exchange during and after an event by allowing us to instantly share with our clients debris related information electronically across the World Wide Web.

DIMS is a web-based database application that tracks the daily, weekly, and monthly evolution of a recovery project. It allows us and our clients, through the *DIMS Client Edition*, to track and analyze data culled from debris load tickets, truck certifications, and incident reports.

DIMS is a modular tracking system in that it segregates and organizes data by clients, jobs and all unit and hourly services, minimizing confusion and inaccuracies.

Thereby DIMS is able to generate detailed management reports and useful charts and graphs. These then assist us and our clients in monitoring performance and progress, in informing local elected officials and the public, in ensuring accuracy to lessen project modifications and appeals, and in facilitating the invoicing process, reconciliations and audits.

Each day during a recovery, debris load tickets, as well as other important tracking documents, are *scanned*, entered and stored in the system. This information is "published" instantly to the web and is accessible from any computer with online access.



DIMS is user friendly and integrates well with other programs, such as MS Excel and Access. From this integration, faster processes and more advanced or specific analyses are able to be conducted. More wide-spread data sharing is also permitted. An example of effective integration that increases overall job productivity is the coupling of DIMS with our suite of proprietary electronic subcontractor invoices (eSubInvs). We allow all of our subs, with the capabilities, to use these files free of charge. It increases both their and our billing accuracy and, integrated with DIMS, serves as a first level audit action, greatly streamlining the administrative process throughout any project.

Unlike dealing with paper trails, searching load tickets and hauling vehicles is quick and easy and can be undertaken with an array of filters to specifically target information. Subcontractor and contact information is also easily accessible. Our web-based subcontractor portal is tied seamlessly to DIMS minimizing duplication of effort.

Additionally, DIMS tracks property damages caused by subcontractors. This allows us to expeditiously handle and rectify such matters, lessening the burden of resident complaints and inquiries, freeing up valuable phone lines and, in effect, controlling public sentiment with regards to the cleanup progress and quality.

DIMS seamlessly tracks all services and geographies. For instance, local roads and FHWA roads can be imported in to the system to ensure the proper reporting segregation of debris within any jurisdiction. Sections, load origins and destinations are tracked. Also, hazardous stumps, leaning trees, hanging limbs, white goods, right-of-entries and hazardous materials are separately tracked.

Generating the myriad reports of DIMS is simple. Some examples of these are:

- 1 Debris Right-of -Way (ROW) Report
- 1 Debris ROW FHWA Report
- 1 White Goods Report
- 1 Debris Site Management Report
- 1 Debris Processing—Grinding/Burning
- 1 TDSRS to Disposal Site by Mulch/C&D
- 1 Disposal Trucks Hauling Report
- 1 Stumps by Category Report
- 1 Stumps by Diameter to CYD Report
- 1 Subcontractor Detail Report
- 1 ROE Unit/Hourly Summary Report
- 1 Quality Control/Assurance Reports

DIMS also incorporates a comprehensive accounts payable and accounts receivable module.

Examples of DIMS screens are include in the following section for the City’s review, however, we are always willing to arrange an on-site demonstration of the value of this advanced tracking system.

Recovery Tracking & Reporting

DIMS Screen Examples

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

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

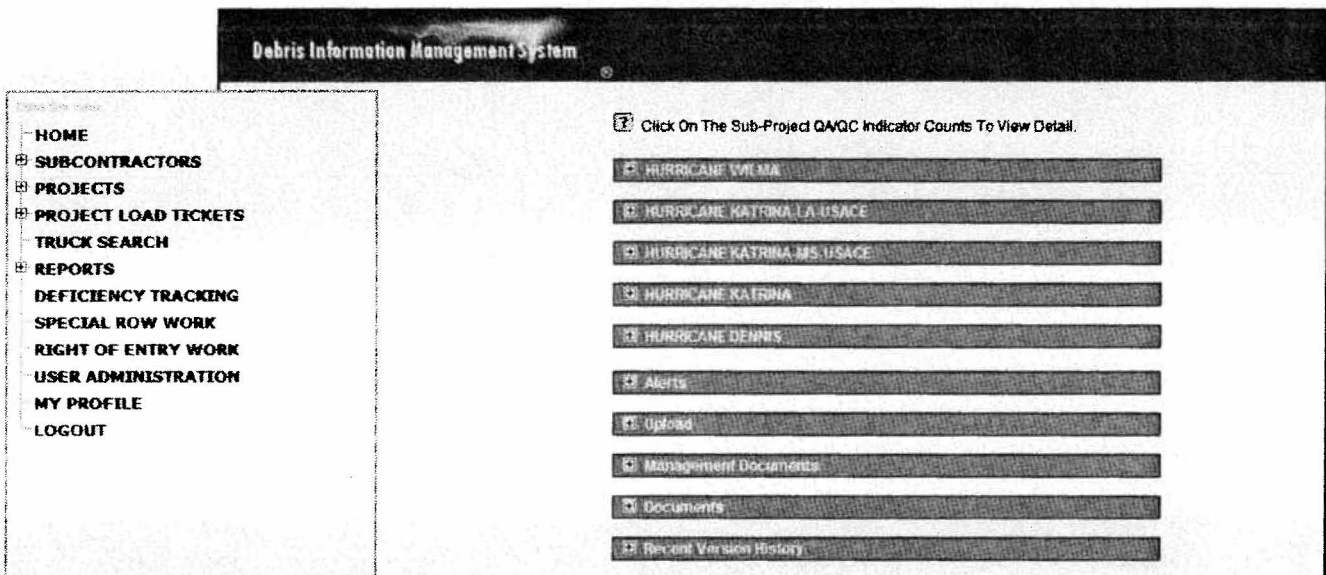


Figure 1. DIMS Home Screen

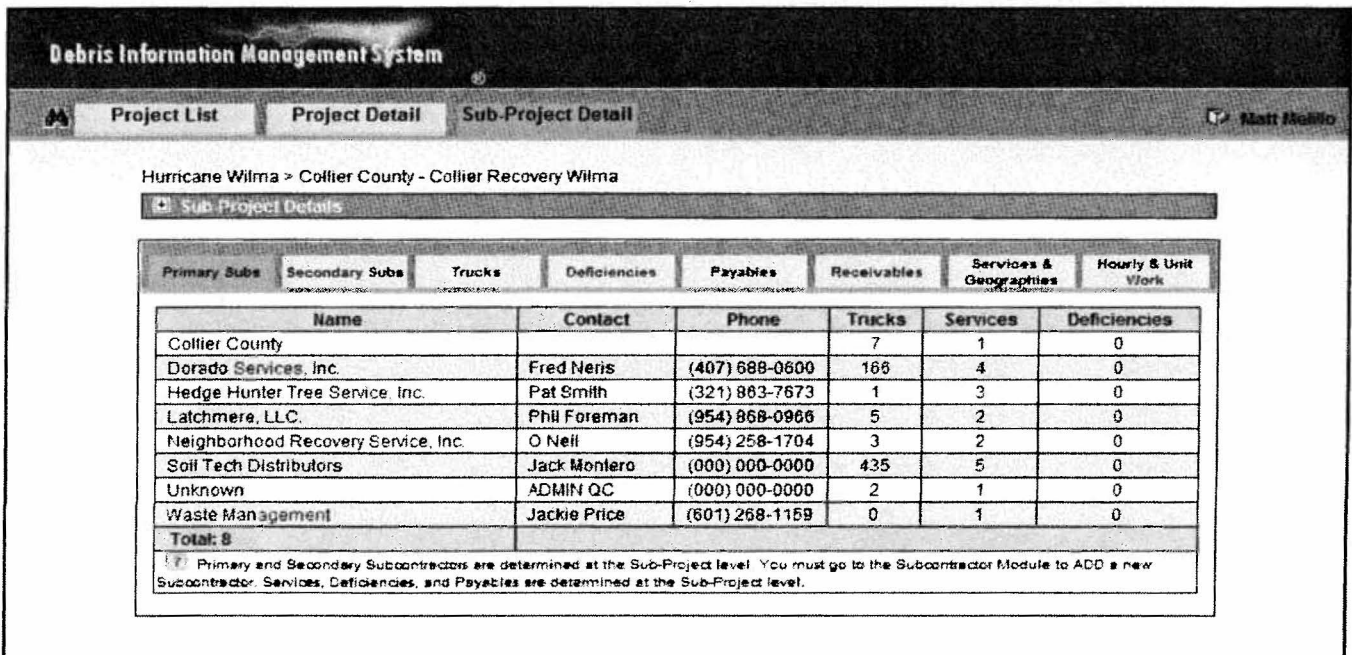


Figure 2. Sub-Project Detail Primary Subs

Debris Information Management System

Project List | Project Detail | Sub-Project Detail Matt Mollo

Hurricane Wilma > Collier County - Collier Recovery Wilma

Sub-Project Details

Primary Subs | Secondary Subs | Trucks | Deficiencies | Payables | Receivables | Services & Geographies | Hourly & Unit Work

Section/Areas | Municipalities | Destinations | Load Origins | Stump Categories | Stump Conversion | White Goods | Charge Backs

Load Origin	Type	Edit	Delete
LOAD ORIGIN BLANK	Local Street		X
LOAD ORIGIN NOT LISTED	Local Street		X
LOAD ORIGIN UNREADABLE	Local Street		
100TH AVE	Local Street		
100TH AVE N	Local Street		
101ST AVE	Local Street		
101ST AVE N	Local Street		
102ND AVE	Local Street		
102ND AVE N	Local Street		
102ND AVE SE	Local Street		
103RD AVE	Local Street		
103RD AVE N	Local Street		
104TH AVE	Local Street		
104TH AVE N	Local Street		
104TH AVE SE	Local Street		
105TH AVE	Local Street		
105TH AVE N	Local Street		
106TH AVE	Local Street		

Figure 3. Sub-Project Detail Load Origins

Debris Information Management System

Hauling Search | Stump/WG Search | QA/QC Search | Payables Search | Ticket Detail Matt Mollo

Load Ticket Search

Ticket Number: 597654

To Ticket Number: []

Ticket Date: [] X

Projects: []

Sub-Projects: []

Subcontractors: []

Trucks: []

Material: []

Search Tickets

Add Tickets

Ticket #	Truck #	Subcontractor	Ticket Date	Destination	Sec/Area	Load %	CYD	Tons	Payable Status
597654	15357	Dorado Services, Inc.	01/03/2008	Immokalee Airport	57	95.00	29.5	0	Invoiced

Previous Page 1 of 1 Rows 1 through 1 of 1 Next

Figure 4. Load Ticket Search/Result

Load Ticket Payable & Invoicing Audit History Edit Data

Scanned Load Ticket Image Convert to Vertical Ticket

		LOAD TICKET		DEBRIS CLASSIFICATION	
TICKET NUMBER: 597854				<input checked="" type="checkbox"/> BURNABLE	
CONTRACT OWNER: Collier				<input type="checkbox"/> NON-BURNABLE	
HAULING COMPANY: Graham-Flowline				<input type="checkbox"/> MIXED	
DATE: 1-3-06				<input type="checkbox"/> OTHER	
DEBRIS QUANTITY		LOCATION			
TRUCK NO: 15357	CAPACITY: 31cy	LOAD ORIGIN (STREET NAME): WHIDDEN LOOP RD. 330		SECTION/AREA: 57 DUMP SITE: IMMOKALEE TIME: 11:20 INSPECTOR: Pam Nickell	
LOAD ESTIMATE (%): 95	TONS (SCALED):	COMMENTS:			
TRUCK DRIVER NAME: Gary Cole		LOADING: 11:20 DUMPING: 11:50 COMMENTS:			
WHITE- OWNER COPY GREEN-OWNER COPY YELLOW- ASH/BRT COPY PINK- HAULER COPY GOLD- FIELD COPY					

LOAD TICKET		DEBRIS CLASSIFICATION <input type="text" value="Collection"/>																													
Ticket Number: 597854		<input type="checkbox"/> Burnable																													
Contract Owner: Collier Recovery Wilma		<input type="checkbox"/> Non-Burnable																													
Hauling Company: Dorado Services, Inc.		<input type="checkbox"/> Mixed																													
Date: 01/03/06	FERA Ineligible? <input type="checkbox"/>	<input type="checkbox"/> Other																													
		<input type="checkbox"/> Demo - Scraped																													
		<input type="checkbox"/> Demo - ACM																													
		<input type="checkbox"/> Concrete																													
DEBRIS QUANTITY		LOCATION																													
Reference Number:		Load Origin: WHIDDEN LOOP RD	000																												
Truck No: 15357	Capacity: 31	Start: 0	000 End: 0																												
Load Estimate (%): 95	Tons: 0	Section/Area: 57	Dumpsite: Immokalee Airport																												
Net CYD: 28.45		Time: 11:20	Inspector: Pam Nickell																												
Truck Driver Name: Gary Cole		Dumping: 11:50	D Vega 322																												
		Comments:																													
<table border="1"> <thead> <tr> <th>Preparation Detail</th> <th>Type</th> <th>Sub-Contractor</th> <th>Status</th> <th>Invoice #</th> <th>Check #</th> </tr> </thead> <tbody> <tr> <td>Collection/Hauling</td> <td></td> <td>Dorado Services, Inc.</td> <td>Approved</td> <td>FL00008 ending 1/06</td> <td></td> </tr> </tbody> </table>				Preparation Detail	Type	Sub-Contractor	Status	Invoice #	Check #	Collection/Hauling		Dorado Services, Inc.	Approved	FL00008 ending 1/06																	
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			Created Ticket																												
Save Ticket		Cancel Ticket																													

Figure 5. Ticket Detail/Scanned Load Ticket

Debris Information Management System

Truck List **Truck Detail** Matt Meillo

Truck Search

Truck Number
15357

Return All Matches

Cubic Yards

Projects

Subcontractors

Measure Date X

Created Date X

Truck #	Active CY	Subcontractor	Measured	Driver	Loads
15357	31	Dorado Services, Inc.	11/02/2005	GARY COLE	103

Previous Page 1 of 1 Rows 1 through 1 of 1 Next

Figure 6. Truck Search/Result

Debris Information Management System

Truck List **Truck Detail** Matt Meillo

Critical Truck Information

Number	15357
Operating Company	Dorado Services, Inc. Truck has been invoiced
License/State	D345PS FL
Driver's Name	GARY COLE
AshBritt Certification	<input type="checkbox"/> X
Monitor Certification 1	<input type="text"/> <input type="button" value="Browse..."/>
Monitor Certification 2	<input type="text"/> <input type="button" value="Browse..."/>

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

Ticket #	Sub-Project	Ticket Date	Destination	Sec/Area	Load %	CYD	Tons	Payable Status
434195	Collier Recovery Wilma	11/09/2005	Manatee	50	90.00	27.9	0	Invoiced
434196	Collier Recovery Wilma	11/09/2005	Manatee	50	95.00	29.5	0	Invoiced
434197	Collier Recovery Wilma	11/09/2005	Manatee	50	95.00	29.5	0	Invoiced
434198	Collier Recovery Wilma	11/10/2005	Manatee	53	90.00	27.9	0	Invoiced
434199	Collier Recovery Wilma	11/10/2005	Manatee	53	95.00	29.5	0	Invoiced
434200	Collier Recovery Wilma	11/10/2005	Manatee	53	90.00	27.9	0	Invoiced
434201	Collier Recovery Wilma	11/10/2005	Manatee	53	80.00	24.8	0	Invoiced

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

Truck Measurement Record

Critical Information

Analysis Team No. 1131 Class Empty Time 11:00 AM Day Night
 Permit Number 1131
 Name of Receiver City of Tallahassee
 Receiver Company City of Tallahassee
 Street Address 1000 N. Gadsden St. City Tallahassee State FL
 Zip 92301

Approval

Accepted Hereby [Signature] Date 11/11/03
 Issued By [Signature] Date 11/11/03
 Measuring Co. [Signature]
 Addressed by [Signature]
 Signature [Signature]
 Station Representative [Signature]
 Date of Measurement 11/11/03

Recertification
(see instructions)



Measurements

Frontal Dimensions		Wheelbase		Height		Total Length		New Tank Volume	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Length	100	Wheelbase	100	Height	100	Total Length	100	Volume	100
Radius to Capacity	100	Height	100	Volume	100	Volume	100	Volume	100
Net Total Tank Volume	100								

Note: This certificate is valid only if the truck is certified by the measuring company.

Figure 8. AshBritt Scanned Truck Certification

Debris Information Management System

Report Builder Matt Mehlis

STEP 1: Select A Report

Collection	Site Management & Processing	Removal & Disposal	Stumps	Subcontractors	QA/QC	Unit & Hourly Work	Payables
------------	------------------------------	--------------------	--------	----------------	-------	--------------------	----------

- Executive Summary
- Debris Right Of Way (ROW) Report
- Debris Right Of Way (ROW) FHWA Report
- Debris Right Of Way (ROW) Non-FHWA Report
- Load Origin Listing Report
- Load Origin FHWA Listing Report
- Right Of Way (ROW) Trucks Hauling Report
- White Goods Report
- ROW Progress Report (USACE)

STEP 2: Select A Level

<input type="radio"/> All Projects	
<input type="radio"/> Project :: by Sub-Project	Hurricane Wilma
<input checked="" type="radio"/> Sub-Project :: by Hauling Comp.	Collier Recovery Wilma
<input type="radio"/> Municipality :: by Destination	
<input type="radio"/> Section/Area :: by Truck	
<input type="radio"/> Destination :: by Truck	
<input type="radio"/> Subcontractor :: by Truck	
<input type="radio"/> Truck	

STEP 3: Select A Period

All to Date

September 15 2006

To

September 30 2006

STEP 4: Run Report

Figure 9. Collection Debris Right of Way Report Selector

Debris Information Management System

Report Builder Report Summary Matt Mehlis

Debris ROW Summary

Event: Hurricane Wilma Muni: ALL Destination: ALL Truck: ALL
 Contract: Collier Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 2/16/2006

Report Printed On: 6/12/2006

Hauling Company	Material	Load Tickets	Cubic Yards	Tons
Dorado Services, Inc.	Burnable	18,105	612,167.9	0.00
	Mixed	1,611	50,946.2	0.00
	Non-Burnable	58	1,669.6	0.00
	Other	273	794.6	0.00
		20,047	665,578.3	0.00
Hedge Hunter Tree Service, Inc.	Burnable	33	1,524.4	0.00
	Mixed	15	702.6	0.00
		48	2,227.0	0.00
Neighborhood Recovery Service, Inc.	Burnable	23	996.5	0.00
	Mixed	7	270.0	0.00
	Other	3	137.4	0.00
		33	1,403.9	0.00
Soil Tech Distributors	Burnable	9,075	247,361.2	0.00
	Mixed	595	14,255.9	0.00
	Non-Burnable	11	212.6	0.00
	Other	26	951.0	0.00
		9,707	262,780.7	0.00
		29,835	931,989.9	0.00

Figure 10. Debris Right of Way Summary Report

Debris ROW Detail

Report Printed On: 6/12/2006

Project: Hurricane Wilma
Sub-Project: Collier Recovery Wilma

Muni.: ALL Destination: ALL
Section/Area: ALL Subcontractor: Dorado Services, Inc.

Truck: ALL
Tickets As Of: 2/16/2006

Ticket Date	Destination	Ticket #	Suffix	Truck #	Load Est.	Cubic Yards	Load Origin (Street)	Section/Area	Payable Status	Create Date
01/03/2006	Immokalee Airport	597654		15357	95.00	29.5	WHIDDEN LOOP RD	57	Invoiced	01/07/2006
01/04/2006	Livingston	598621		20249	95.00	47.5	9TH ST NW	16	Invoiced	01/07/2006
01/04/2006	Livingston	596897		15586	95.00	40.9	LAMBTON LN	37	Invoiced	01/07/2006
01/04/2006	Immokalee Airport	597655		15357	95.00	29.5	WHIDDEN LOOP RD	57	Invoiced	01/07/2006
01/04/2006	Livingston	598619		20249	95.00	47.5	CYPRESS WAY E	03	Invoiced	01/07/2006
01/04/2006	Livingston	598620		20249	85.00	42.5	9TH ST NW	16	Invoiced	01/07/2006
01/04/2006	Immokalee Airport	597656		15357	90.00	27.9	WHIDDEN LOOP RD	57	Invoiced	01/07/2006
01/05/2006	Livingston	598622		20249	90.00	45.0	29TH ST NW	16	Invoiced	01/16/2006
01/05/2006	Livingston	598623		20249	100.00	50.0	ACREMAKER RD	16	Invoiced	01/16/2006
01/05/2006	Livingston	597629		20262	100.00	30.0	GORDONIA RD	20	Pending	01/16/2006
01/05/2006	Livingston	598624		20249	95.00	47.5	12TH AVE NW	16	Invoiced	01/16/2006
01/06/2006	Immokalee Airport	597002		20262	100.00	30.0	47TH AVE NE	07	Pending	01/23/2006
01/06/2006	Immokalee Airport	597003		20282	85.00	25.5	47TH AVE NE	07	Pending	01/23/2006
01/06/2006	Manatee	598625		20249	75.00	37.5	BENSON ST	48	Invoiced	01/23/2006
01/06/2006	Manatee	598626		20249	90.00	45.0	MYRTLE LN	48	Invoiced	01/23/2006
01/07/2006	Immokalee Airport	596988		20249	85.00	42.5	SR 846	57	Invoiced	01/18/2006
01/09/2006	Manatee	596257		20282	70.00	21.0	COLLER CT	45	Pending	01/16/2006
01/10/2006	Immokalee Airport	596261		20282	90.00	27.0	MMOKALEE RD	52	Pending	01/25/2006
01/10/2006	Immokalee Airport	596260		20282	100.00	30.0	MMOKALEE RD	52	Pending	01/25/2006
01/10/2006	Immokalee Airport	596259		20282	100.00	30.0	MMOKALEE RD	57	Pending	01/25/2006
01/10/2006	Immokalee Airport	596263		20282	100.00	30.0	MMOKALEE RD	57	Pending	01/25/2006
01/10/2006	Immokalee Airport	596262		20282	95.00	28.5	MMOKALEE RD	52	Pending	01/25/2006
01/11/2006	Immokalee Airport	596800		20262	90.00	27.0	MMOKALEE RD	57	Pending	01/25/2006

Figure 11. Debris Right of Way Detail Report

STEP 1: Select A Report

Collection	Site Management & Processing	Removal & Disposal	Stumps	Subcontractors	QA/QC	Unit & Hourly Work	Payables
------------	------------------------------	--------------------	--------	----------------	-------	--------------------	----------

- Debris Site Management Report
- Debris Site Management FHWA Report
- Debris Site Management Non-FHWA Report
- Debris Processing - Grinding
- Debris Processing - Burning
- Debris Processing - Materials Other Than Burnable
- Debris Site Management - Report By Dumpsite

STEP 2: Select A Level	
<input type="radio"/> All Projects	
<input type="radio"/> Project :: by Sub-Project	Hurricane Wilma
<input checked="" type="radio"/> Sub-Project :: by Hauling Comp.	Collier Recovery Wilma
<input type="radio"/> Municipality :: by Destination	
<input type="radio"/> Section/Area :: by Truck	
<input type="radio"/> Destination :: by Truck	
<input type="radio"/> Subcontractor :: by Truck	
<input type="radio"/> Truck	

STEP 3: Select A Period		
<input checked="" type="checkbox"/> All to Date		
September	16	2006
To		
September	30	2006

STEP 4: Run Report	
Run Report	

Figure 12. Debris Site Management Report Selector

Debris Site Management Summary

Report Printed On: 6/12/2006

Event: Hurricane Wilma Muni: ALL Destination: ALL Truck: ALL
 Contract: Collier Recovery Wilma Section/Area: ALL Subcontractor: ALL Tickets As Of: 2/16/2006

Hauling Company	Material	Load Tickets	Cubic Yards	Tons
Collier County	Burnable	27	420.5	0.00
	Mixed	7	117.6	0.00
	Non-Burnable	1	16.8	0.00
		35	554.9	0.00
Dorado Services, Inc.	Burnable	18,105	612,167.9	0.00
	Mixed	1,611	50,946.2	0.00
	Non-Burnable	58	1,669.6	0.00
	Other	273	794.6	0.00
		20,047	665,578.3	0.00
Hedge Hunter Tree Service, Inc.	Burnable	33	1,524.4	0.00
	Mixed	15	702.6	0.00
		48	2,227.0	0.00
Neighborhood Recovery Service, Inc.	Burnable	23	996.5	0.00
	Mixed	7	270.0	0.00
	Other	3	137.4	0.00
		33	1,403.9	0.00
Soil Tech Distributors	Burnable	9,075	247,361.2	0.00
	Mixed	595	14,255.9	0.00
	Non-Burnable	11	212.6	0.00
	Other	26	951.0	0.00
		9,707	262,780.7	0.00
		29,870	932,544.8	0.00

Export to Excel

Figure 13. Debris Site Management Summary Report

STEP 1: Select A Report

<input type="checkbox"/> Collection	<input type="checkbox"/> Site Management & Processing	<input type="checkbox"/> Removal & Disposal	<input type="checkbox"/> Stumps	<input type="checkbox"/> Subcontractors	<input type="checkbox"/> QA/QC	<input type="checkbox"/> Unit & Hourly Work	<input type="checkbox"/> Payables
-------------------------------------	---	---	---------------------------------	---	--------------------------------	---	-----------------------------------

Debris Removal - TDSRS to Disposal Site by Material Type
 Debris Removal - TDSRS to Disposal Site (Mulch) by Final Destination
 Debris Removal - TDSRS to Disposal Site (C&D) by Final Destination
 Debris Removal - TDSRS to Disposal Site (Mulch) by Load Origin
 Debris Removal - TDSRS to Disposal Site (C&D) by Load Origin
 Disposal Trucks Hauling Report

STEP 2: Select A Level

<input type="checkbox"/> All Projects	
<input type="checkbox"/> Project :: by Sub-Project	Hurricane Wilma
<input type="checkbox"/> Sub-Project :: by Hauling Comp.	Collier Recovery Wilma
<input checked="" type="checkbox"/> Municipality :: by Destination	Collier County
<input type="checkbox"/> Section/Area :: by Truck	
<input type="checkbox"/> Destination :: by Truck	
<input type="checkbox"/> Subcontractor :: by Truck	
<input type="checkbox"/> Truck	

STEP 3: Select A Period

All to Date

September 16 2006

To

September 30 2006

STEP 4: Run Report

Run Report

Figure 14. Debris Removal – TDSRS to Disposal Site Report Selector

Debris Removal-TDSRS to Disposal Site

Report Printed On: 6/12/2006

Event: Hurricane Wilma
Contract: Collier Recovery Wilma

Muni.: Collier County
Section/Area: ALL

Destination: ALL
Subcontractor: ALL

Truck: ALL
Tickets As Of: 1/31/2006

Destination	Material	Load Tickets	Cubic Yards	Tons
Everglades	Mulch	774	51,502.8	137.30
		774	51,502.8	137.30
Gulf Coast Landfill	C and D	557	44,178.3	12,754.92
		91	6,978.2	2,246.31
Immokalee Landfill	C and D	648	51,156.5	15,001.23
		12	701.1	0.00
Mackey Farm	Mulch	47	3,442.3	0.00
		59	4,143.4	0.00
Mingo Farm	Mulch	97	6,078.1	0.00
		97	6,078.1	0.00
Okeechobee	C and D	103	4,352.0	0.00
		103	4,352.0	0.00
Okeefanta	Mulch	1	55.5	0.00
		1	55.5	0.00
Platt	Mulch	2,218	219,347.1	67,387.65
		2,218	219,347.1	67,387.65
Randall Farm	Mulch	15	1,086.0	0.00
		15	1,086.0	0.00
Williams Farm	Mulch	11	404.4	0.00
		11	404.4	0.00
Williams Farm	Mulch	83	5,801.0	0.00
		83	5,801.0	0.00
		4,009	343,926.8	92,526.18

Export to Excel

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

STEP 1: Select A Report

Collection	Site Management & Processing	Removal & Disposal	Stumps	Subcontractors	QA/QC	Unit & Hourly Work	Payables
------------	------------------------------	--------------------	--------	----------------	-------	--------------------	----------

- Stumps by Category Report
- Stumps FHWA by Category Report
- Stumps Non-FHWA by Category Report
- Stumps by Diameter to CYD Report
- Stumps FHWA by Diameter to CYD Report
- Stumps Non-FHWA by Diameter to CYD Report

STEP 2: Select A Level	
<input type="radio"/> All Projects	
<input type="radio"/> Project :: by Sub-Project	Hurricane Wilma
<input checked="" type="radio"/> Sub-Project :: by Hauling Comp.	Miami Beach Recovery Wiln
<input type="radio"/> Municipality :: by Destination	
<input type="radio"/> Section/Area :: by Truck	
<input type="radio"/> Destination :: by Truck	
<input type="radio"/> Subcontractor :: by Truck	
<input type="radio"/> Truck	

STEP 3: Select A Period	
<input checked="" type="checkbox"/> All to Date	
September	16, 2006
To	
September	30, 2006

STEP 4: Run Report	
Run Report	

Figure 16. Stumps by Category and by Diameter Report Selector

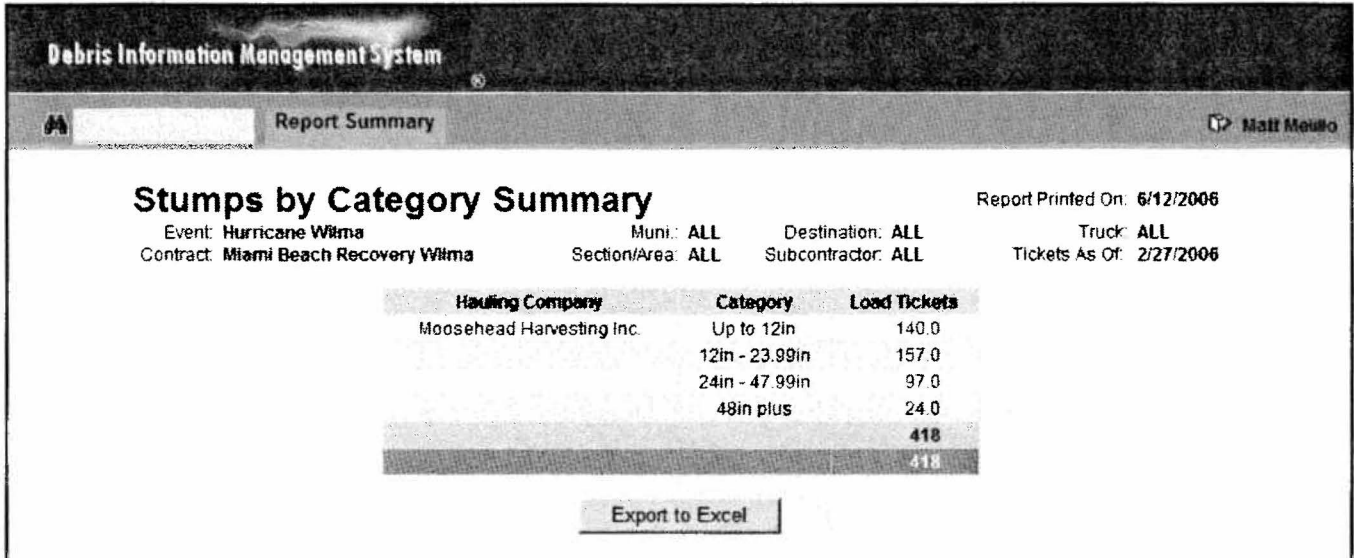


Figure 17. Stumps by Category Summary Report

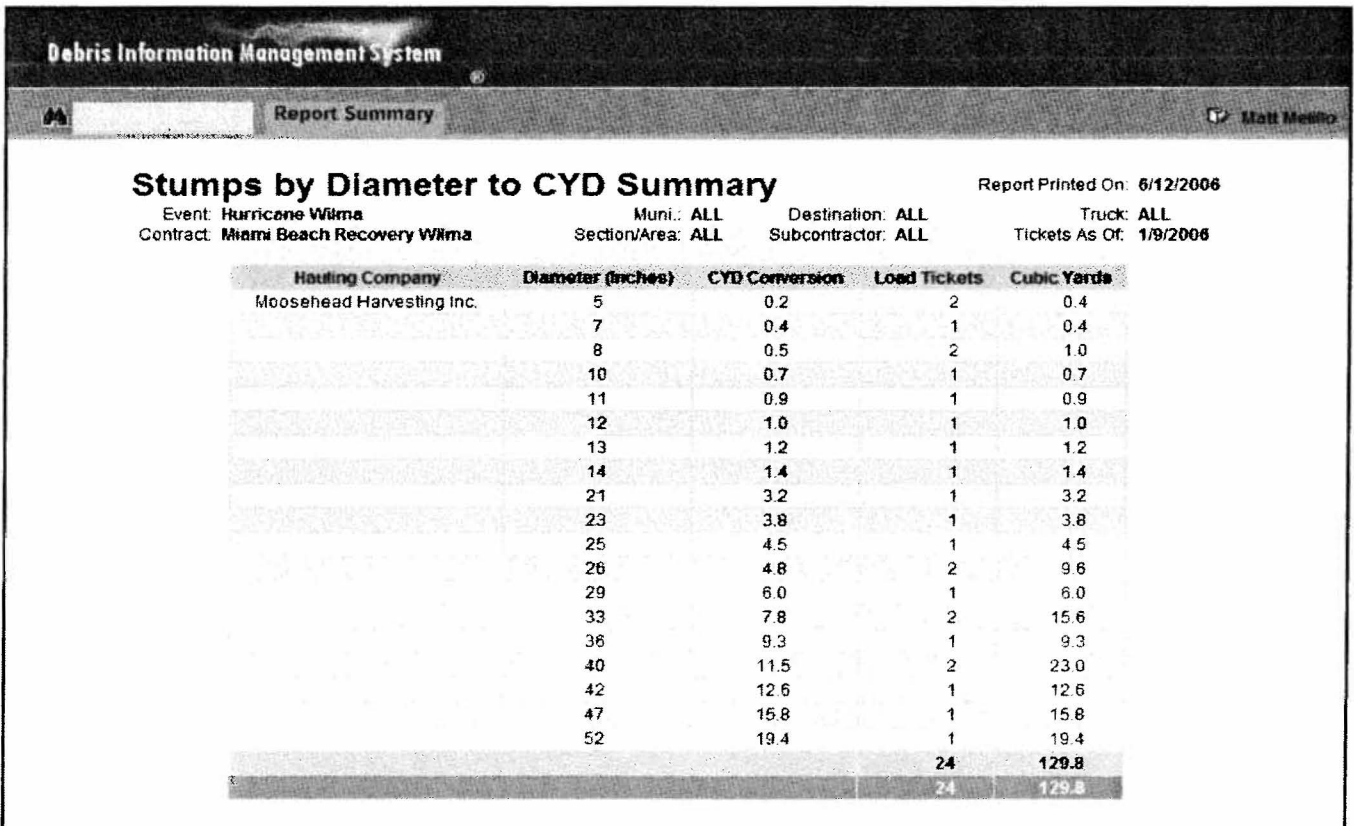


Figure 18. Stumps by Diameter to CYD Summary Report

Executive Summary

Destination	Loads	CYDS
Boca Raton Recovery W/ma - Banyan	15,829	642,274
Broward County School Board - Ashmore Fill	1,140	35,509
Broward Facilities - Ashmore FH	253	6,956
Broward Highways and Bridges - Ashmore FH	635	25,781
Broward Highways and Bridges - Atlas	16	549
Broward Highways and Bridges - BIC Landfill	14	658
Broward Highways and Bridges - Farm	2	41
Collier Recovery W/ma - Fairgrounds - Collier County	5,573	191,307
Collier Recovery W/ma - Immokalee Airport	2,400	74,573
Collier Recovery W/ma - Livingston	13,008	411,042
Collier Recovery W/ma - Manatee	8,580	255,556
Collier Recovery W/ma - Marco Recycle Center	286	343
Collier Recovery W/ma - Naples Recycle Center	23	872
Cooper City Recovery W/ma - Ashmore FH	1,585	59,440
Cooper City Recovery W/ma - Bergeson	311	12,538
Cooper City Recovery W/ma - BIC Landfill	3,910	145,808
Coal Gables Recovery W/ma - COP	3,845	188,982
Coal Gables Recovery W/ma - CWPB	485	24,868
Dania Beach Recovery W/ma - Ashmore FH	2,320	98,848
Dania Recovery W/ma - Ashmore Fill	7,061	285,858
Davis Recovery W/ma - Bergeson	5,712	207,278
Davis Recovery W/ma - BIC Landfill	3,844	120,654
Gulfstream Recovery W/ma - JPP	340	10,870
Hollywood Recovery W/ma - Ashmore FH	4,031	194,717
Hollywood Recovery W/ma - BIC Landfill	187	58,421
Hollywood Recovery W/ma - Lincoln Park	75	1,714
Homestead Recovery W/ma - Humpty Dumpty	2,268	99,659
Miami Beach Recovery W/ma - Tuttle	3,511	135,825
Miramar Recovery W/ma - Bergeson	7	147
Miramar Recovery W/ma - BIC Landfill	113	4,067
Miramar Recovery W/ma - Red Road	229	8,867
Miramar Recovery W/ma - Unknown	2	58
Naples Recovery W/ma - Riverside	4,907	166,748
Oakland Park Recovery W/ma - Farm	3,544	155,000
Parkland Recovery W/ma - Atlas	6,165	244,859
Plantation Recovery W/ma - Ashmore Fill	9,782	397,088
Plantation Recovery W/ma - BIC Landfill	1,547	64,851
Port St Lucie Quarantined - Fairgrounds	1,308	40,054
Port St Lucie Quarantined - Landfill - Port St Lucie	171	5,411
Port St Lucie Recovery W/ma - Juliet	2,170	69,170
Southwest Ranches - BEACON	170	4,457
Southwest Ranches - BIC Landfill	2,273	70,004
St Lucie County Quarantined - Fairgrounds	384	12,237
St Lucie County Recovery W/ma - Airport - St. Lucie County	2,014	48,818
St Lucie County Recovery W/ma - Juliet	1,393	39,428
Sunrise Recovery W/ma - Ashmore FH	2,183	77,680
Sunrise Recovery W/ma - BIC Landfill	3,168	127,326
Sunrise Recovery W/ma - Sunrise Tempite	222	7,414
Unincorp Broward Recovery W/ma - Ashmore Fill	4,287	161,165
Unincorp Broward Recovery W/ma - Atlas	605	21,462
Unincorp Broward Recovery W/ma - BIC Landfill	543	20,160
Unincorp Broward Recovery W/ma - Central Landfill	18	782
Unincorp Broward Recovery W/ma - Farm	18	425
Weston Recovery W/ma - BIC Landfill	6,518	244,398
Daily Estimated Total	141,801	5,204,880
Total Estimated To Date	141,808	5,205,017
Trucks	3,174	
Outgoing Material	Loads	Tons
C and D	5,600	100,556
Mulch	13,845	279,543
Total Estimated To Date (C and D)	5,808	100,658
Total Estimated To Date (Mulch)	13,845	279,543
Trucks	1,176	

Figure 19. Executive Summary Report, Hurricane Wilma



Financing & Billing Process

AshBritt is financially sound and can adequately accommodate the increased cash-flow demands at the inception of any recovery project. We possess the financial strength and wherewithal to assume extensive and large expenditures, as our supporting financial documentation will validate. Our insurance policies and bonding capacity is unmatched today in our industry.

Typically, our billing terms our net 30 days, yet we are able to float or underwrite funds as necessary to keep any project progressing and on track. With our own capital and our deep line of credit, we are able to maintain and finance full operational capability of multiple, large, and extended projects. Our ability to ramp up and maintain a strong, steady workforce during the Katrina recovery mission in LA and MS is a glowing testament to our financial capabilities.

With AshBritt's extensive past experience and advanced debris tracking system, DIMS, we can ensure streamlined and accurate reporting and invoicing which adheres strictly to established FEMA guidelines. We can accommodate weekly or bi-weekly billing cycles that are preceded by pre-invoice data reconciliations. This encompasses both unit and hourly services.

Our streamlined process, which has been field tested over the past four years, has become our standard operating procedure and is now conducted for all invoice submittals. As we separately track recovery service data through DIMS and through other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All other salient information is also clearly identified on invoices and applicable backup is attached in clear and concise fashion.

This procedure increases both invoice clarity and accuracy. Our current goal for unit work is to submit invoices with less than a five percent load ticket/reporting error exceptions (i.e., questionable and/or challenged loads or reporting). Our procedures significantly expedite client processing, audits and reimbursements.

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

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

Ultimately, a process is established to collect all the documentation needed to validate the location, type, length, and quantity of service offered.

Subcontracting Plan

Subcontracting Plan

Subcontractor participation in any disaster recovery project is instrumental to the success of any recovery. As such, it is important that the Client fully appreciates and comprehends the subcontracting plan and compliance controls exercised by the Contractor. AshBritt will make every reasonable attempt to use local firms in the recovery mission.

AshBritt has always maintained a solid commitment and plan for the inclusion of local, small, minority and disadvantaged businesses. More importantly, we have the historical data and references to substantiate this.

AshBritt clearly understands the complex perception that limits the participation of small, minority and disadvantaged business enterprises on projects. We typically look over these perceptions, simply because the employment of these companies historically benefits all stakeholders after a disaster event: the local community, the firm itself, us as a prime contractor, and the client.

AshBritt has the experience in managing sensitive relationships in complex projects such as disaster recovery, including partnering, teaming, and joint ventures with both small and large firms. We pride ourselves on understanding our role as a professional stakeholder within these relationships and we stay committed to local team building and developing quality relationships.

AshBritt makes ongoing efforts to create new subcontractor relationships. We welcome any referrals by local representatives to meet and to confer with native subcontractors. It behooves all parties involved to establish relationships and commitments prior to any storm event.

1. General Subcontracting Plan

The objectives, procedures, and requirements that follow constitute the *General Subcontracting Plan* for CITY/COUNTY.

1a. Plan Objective

The *General Subcontracting Plan* along with the *Subcontracting Plan for Small Business and Disadvantaged Business* and the *Plan for Preference to Local Firms in Major Disaster Areas* has been developed by AshBritt, Inc. to accomplish the following objectives:

- Set quality standards for all prospective subcontractors.
- Development of a professional and capable national work force.
- Establish procedures that promote work force diversity and inclusion of small and disadvantaged subcontractors.
- Ensure real participation of local firms in the disaster area.

1b. Subcontractor Guidelines

All potential subcontractors must meet the following guidelines and execute the referenced documents prior to being certified to work as an AshBritt subcontractor:

- Favorable evaluation from a prior AshBritt project (if applicable) or a favorable recommendation from the last three projects of any type.
- Passing inspection of all equipment to be deployed on the project.
- Certificate of insurance in limits as set in I.c.
- Executed *Drug Free Work Force Compliance* form.
- Executed *Debarred or Suspended Contractor Compliance* form stating that the firm is not and has never been debarred or suspended from a federally funded project.
- Executed *Debris Eligibility Standards* as developed for each project.
- Executed *AshBritt Subcontract Agreement* defining the subcontractor scope of work, responsibilities, accountabilities, and language binding the subcontractor to compliance with FAR and FEMA regulations.
- Executed hold harmless agreement granting indemnification to AshBritt and CITY/COUNTY.
- Agreement of compliance with all applicable federal, state, and local tax, unemployment compensation, and workers compensation laws.
- Agreement of compliance with all safety policies as mandated by CITY/COUNTY, state, federal government or other public authority.
- An unconditional release of lien to be executed with each contract payment.

1c. Insurance Requirements

The insurance requirements for firms subcontracting to AshBritt, Inc. will differ based on the amount of revenue it is anticipated the firm will earn during the project. Firms who anticipate revenue exceeding \$100,000 (Tier 1) will be required to maintain a higher level of insurance than firms who anticipate revenue of less than \$100,000 (Tier 2).

- 1) Insurance requirements for Tier 1 firms are:
 - Workers Compensation and Occupational Disease Coverage – in accordance with statutory limits.
 - Comprehensive Automobile Liability Insurance - Bodily Injury and property damage with minimum limits of \$1,000,000 combined single limit.
 - Comprehensive General Liability – Bodily Injury and Property Damage coverage with a minimum of \$1,000,000 per occurrence and \$2,000,000 per aggregate (per location aggregate endorsement to apply).
 - Blanket additional insured endorsement required.
- 2) Insurance requirements for Tier 2 firms are:
 - Workers Compensation and Occupational Disease Coverage – in accordance with statutory limits.
 - Comprehensive Automobile Liability Insurance - Bodily Injury and property damage with minimum limits of \$500,000 combined single limit.
 - Comprehensive General Liability – Bodily Injury coverage with a minimum of \$500,000 per occurrence. \$1,000,000.

- 3) Exceptions to the insurance requirements are provided for local firms, local small business firms, and local small disadvantaged firms (3.c.7).

1d. Subcontracting Plan for Small Business and Small Disadvantaged Business

Agency: [CLIENT]
Solicitation: Disaster Debris Management/Cleanup Services
Contractor: AshBritt, Inc.
Address: 480 S. Andrews Ave, Ste.103
 Pompano Beach, FL 33069

The following, together with any attachments, is submitted to satisfy applicable requirements of the solicitation for a Small Business Subcontracting Plan (“Plan”).

1e. Subcontracting Goals

The following are AshBritt’s planned percentage of the total contract to be subcontracted and its goals for the use of small business (SB), veteran-owned small business (VOSB), HUBZone small business (HZSB), small disadvantaged business (SDB), and women-owned small businesses (WOSB) concerns, expressed as percentages of the total planned subcontracting dollars. *(The plan may include all lower-tier subcontracts that contribute to subcontract performance and a proportionate share of products and services that are normally allocated as indirect costs.):*

- | | |
|---|--------|
| 1) Percentage of Project Dollars to be Subcontracted | 65.0% |
| 2) Goal for Small Businesses (SB): | 40.0 % |
| 3) Goal for Minority Participation (MBE) | 30.0% |
| 4) Goal for Veteran-Owned Small Businesses (VOSB)
(Including Service-Disabled VOSB): | 5.0 % |
| 5) Goal for HUBZone Small Businesses (HZSB): | 3.0 % |
| 6) Goal for Small Disadvantaged Businesses (SDB): | 5.0 % |
| 7) Goal for Women-Owned Small Businesses (WOSB): | 5.0 % |

1f. Supplies and Services

The following is a description of the principal types of supplies and services to be subcontracted, and an identification of the types available and projected for subcontracting to SB, VOSB, HZSB, MBE, SDB, and WOSB concerns:

- | | |
|---|--|
| <ul style="list-style-type: none"> ■ Debris collection from ROW and ROE (if applicable) ■ HHW collection teams (if applicable) ■ Technical assistance with regard to FEMA policy and procedure guidelines ■ Assistance in procuring qualified SB, VOSB, HZSB, SDB, and WOSB | <ul style="list-style-type: none"> subcontractors to meet targeted goals ■ Quality control personnel ■ Aerial hazard mitigation ■ TDSR site development and maintenance ■ Debris separation and reduction ■ Debris hauling ■ Environmental assessment |
|---|--|

- Hazardous material containment and remediation
- Data entry personnel staffing
- Lodging
- Equipment and vehicle parts and repairs
- Office equipment and supplies
- Fuel and fluids supply
- Skilled and unskilled labor staffing

1g. Development of Goals

The subcontracting goals and the list of principal supplies and services to be contracted were developed after a review of past performance regarding the historic level of subcontracting to all types of Small Business Concerns and the scope of work subcontracted by AshBritt during disaster recovery projects. Whenever possible, AshBritt will determine the availability of qualified SB, VSOB, HZSB, SDB, or WSOB concerns for the needed goods or services. AshBritt will investigate the Small Business firm’s capabilities, experience, and references to determine proper qualifications for the proposed scope of work.

1h. Sources for Identifying Small Business Concerns

The following is a description of the sources that may be used to identify potential Small Business concerns:

- AshBritt subcontractor database (example attached)
- [CLIENT] vendor list
- Local Offices/Organizations of Supplier Diversity/Small & Minority Biz Opportunity
- DOT DBE Directories (Online)
- www.pro-net.sba.gov, the Small Business Administration on-line database of small businesses
- www.sba.gov/hubzone, the Small Business Administration on-line database of locations that qualify as HUB Zones
- Governmental Contractors, Inc.
- Veterans service organizations
- National Minority Purchasing Council Vendor Information Service
- Research and Information Division of the Minority Business Development Agency in the Department of Commerce
- Local Chambers of Commerce

1i. Indirect Costs

Indirect costs have not been included in the percentage subcontracting goals as identified.

1j. Subcontract Program Administration

The following individual will administer the Small Business Subcontracting Program:

Name: Tim Mooney	Phone: 954-545-3535
Title: Sr. Marketing Coordinator	Fax: 954 545 3585
Address: 480 S. Andrews Ave, Ste. 103	Email: tmooney@ashbritt.com

The specific duties as they relate to the Subcontracting Plan are as follows:

- Reviewing, monitoring, and the overall general execution of the AshBritt subcontracting program.
- Obtaining SB, VOSB, HZSB, MBE, SDB, and WOSB sources from all applicable agencies such as the SBA.
- Ensuring inclusion of SB, VOSB, HZSB, MBE, SDB, and WOSB sources in all solicitations where appropriate.
- Monitoring company's performance and making adjustments necessary to achieve the subcontractor plan goals.
- Reviewing solicitations to remove statements, clauses, etc. that may tend to prohibit SB, VOSB, HZSB, MBE, SDB and WOSB participation.

1k. Efforts to Assure SB Opportunity

The following efforts will be taken to assure that SB, VSOB, HZSB, MBE, SDB, and WSOB concerns will have an equitable opportunity to compete for subcontracts:

- Contacts with SBA, utilizing PRO-Net to locate local Small Business concerns
- Contacts with Minority and Small Business Trade Associations
- Contacts with Minority and Small Business Trade Associations
- Attendance at Small and Minority Business procurement conferences and trade fairs
- Contacts with veterans service organizations

1l. Flow-Down Clause

AshBritt will include the "Utilization of Small Business Concerns" clause of the Federal Acquisition Regulation (FAR) (clause 52.219-8) in all subcontracts, which offer further subcontracting opportunities, and to require all subcontractors (except SB concerns) who receive subcontracts in excess of \$500,000 to adopt a subcontracting plan similar to this one.

1m. Reporting and Cooperation

AshBritt will: 1) Cooperate in any studies or surveys as may be required; 2) Submit periodic reports in order to allow the Government to determine the extent of compliance by the Subcontractor with the subcontracting plan; 3) Submit Standard Form (SF) 294, *Subcontracting Report for Individual Contracts*, and/or SF 295, *Summary Subcontract Report*, in accordance with the instructions on the forms or as provided in agency regulations and in the Subcontract; and 4) Ensure that its subcontractors agree to submit Standard Forms 294 and 295.

1n. Record Keeping

AshBritt will maintain records demonstrating that procedures have been adopted to comply with the requirements and goals in this plan. The records shall include at least the following:

- Source lists (e.g., PRO-Net), guides, and other data identifying SB, VOSB, HZSB, MBE, SDB, and WOSB concerns.

- Organizations contacted in an attempt to locate sources that are identifying SB, VOSB, HZSB, MBE, SDB, or WOSB concerns.
- Records of any outreach efforts to contact: 1) trade associations, 2) business development organizations; and 3) conferences and trade fairs to locate SB, VOSB, HZSB, MBE, SDB, and WOSB sources.
- Records of internal guidance and encouragement provided to buyers through: 1) workshops, seminars, training programs, etc.; and 2) monitoring performance to evaluate compliance with the program's requirements.

1o. Plan for Preference to Local Firms in Major Disaster Areas

Preference will be given, to the extent feasible and practical, to those organizations, firms, and individuals residing or doing business primarily in the area affected by a major disaster or emergency.

1p. Local Participation Goals

The following are AshBritt's goals for local participation through contracting and the sale of goods and services, expressed as percentages of the total planned subcontracting dollars and direct costs.

- | | |
|-------------------------------|--------|
| 1) Sale of goods and services | 70.0 % |
| 2) Subcontracting | 55.0 % |

1q. Supplies and Services

The following is a description of the principal types of supplies and services to be subcontracted or purchased directly from the local supplier.

- | | |
|--|--|
| ■ Debris collection from ROW and ROE (if applicable) | ■ Advertising - Recruitment for local staff and subcontractors |
| ■ Staffing for HHW collection teams (if applicable) | ■ Lodging |
| ■ Aerial hazard mitigation | ■ Equipment and vehicle parts and repairs |
| ■ TDSR site development and maintenance | ■ Office equipment and supplies |
| ■ Debris separation and reduction | ■ Fuel and fluids supply |
| ■ Data entry personnel | ■ Skilled and unskilled labor |

1r. Development of Goals

The local participation goals and the list of principal supplies and services to be contracted were developed after a review of past performance regarding the historic level of subcontracting and purchasing of supplies and services as provided by local business concerns to AshBritt during disaster recovery projects. AshBritt will investigate the local firm's capabilities, experience, and references to determine proper qualifications for the proposed scope of work.

1s. Sources for Identifying Local Business Concerns

The following is a description of the sources that may be used to identify potential local business concerns:

- AshBritt subcontractor database
- Local Chamber of Commerce
- Recommendations from the [CLIENT]
- Local trade associations
- Local civic associations
- Public Service Announcements from local government requesting local contractors for participation in the recovery effort
- www.pro-net.sba.gov, the Small Business Administration on-line database of small businesses

1t. Local Subcontractor Special Requirements

Local subcontractors are required to meet the General Subcontractor Standards with the following exceptions:

- 1) Insurance. So as not to impose standards that may be exceptional to the local subcontractors and thereby limit their potential participation AshBritt will offer optional insurance levels to local firms. Local firms will be required to maintain insurance levels as set by the CITY/COUNTY contracts less than \$100,000 or by the AshBritt insurance requirements for Tier 2 subcontractors, whichever is less.
- 2) Recommendations. One favorable reference for any completed project with a local government (County/City/Town) is equivalent to the entire requirement for references required from a non-local firm.

2. Subcontractor Compliance

To ensure that the subcontractors deployed by AshBritt fully understand the guidelines under which the CITY/COUNTY recovery project will be conducted the following *Compliance Form* (attachment) will be executed in addition to the *Subcontractor Agreement* (attachment).

AshBritt Compliance Agreement

Company Name: _____ **Office Phone:** _____

Address: _____ **Cell Phone:** _____

Project: _____

Insurance Guidelines

- | | Yes |
|---|--------------------------|
| 1. <i>General Liability of \$500K for off-road work, \$1 million for on-road work.</i> | <input type="checkbox"/> |
| 2. <i>Auto Liability of \$500K for off-road work, \$1 million for on-road work.</i> | <input type="checkbox"/> |
| 3. <i>Workers compensation at state limits.</i> | <input type="checkbox"/> |
| 4. <i>I understand that no checks will be issued to my company until insurance certificates reflecting the limits above and naming AshBritt and [CLIENT] as additional insured have been received in the AshBritt office.</i> | <input type="checkbox"/> |

Compliance Guidelines

- | | |
|--|--------------------------|
| 5. <i>I assure that I will pay in full all local suppliers and service providers.</i> | <input type="checkbox"/> |
| 6. <i>I agree to abide by all safety policies mandated by AshBritt, [CLIENT] or other public authority.</i> | <input type="checkbox"/> |
| 7. <i>I agree to comply with all applicable federal, state, and local laws.</i> | <input type="checkbox"/> |
| 8. <i>I have read the attached Eligibility Standards and will comply with the standards as written.</i> | <input type="checkbox"/> |
| 9. <i>I will treat representatives of FEMA, federal, state, and local authorities with respect and will conform and comply with their direction.</i> | <input type="checkbox"/> |
| 10. <i>I understand that violation of any of the Compliance Guidelines may result in my termination from the project.</i> | <input type="checkbox"/> |

Subcontractor Name	Date	AshBritt, Inc	Date
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Eligibility Standards

Criteria for removal of all eligible debris from the Rights-of-way, Public Property and Publicly maintained areas within CITY/COUNTY.

AshBritt will employ the following Eligibility Standards for storm debris:

- Debris must be generated by Hurricane _____ (or other major catastrophe); debris determined not to be generated by the Hurricane (or other major catastrophe) will not be collected or processed.
- Only debris or tree hazards from the Public rights-of-way of CITY/COUNTY can be collected.
- Storm debris in the rights-of-way ditches will be removed if it is in such a quantity as to pose an obstacle to proper drainage.
- Broken limbs hanging over the right-of-way will be removed if they are likely to fall on the road or shoulder area. Limbs likely to fall outside the ROW will not be removed.
- Leaning trees rooted in the right-of-way will be removed if they pose a threat to fall in the road, on a fence, or public access way.
- Leaning trees rooted on private property will be cut at the property line and that portion that protrudes over the right-of-way will be cut and removed.
- Split or broken trees in the right-of-way will be sawed at the closest point below the break or split that allows for a safe horizontal cut. Stumps will not be removed unless contractor is specifically directed by the County to do so.
- While under contract with AshBritt subcontractors are prohibited from entering public property, accepting payment from private homeowners, or soliciting private work.
- Contact an AshBritt Supervisor, AshBritt Debris Monitor or CITY/COUNTY Representative with any questions regarding eligibility.

EXAMPLE CONTRACT
SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT ("Agreement") is entered into as of this [Click and type DAY] day of [Click and type MONTH], 2006 by and between AshBritt, Inc., a Florida corporation, whose address is 480 South Andrews Avenue, Suite 103, Pompano Beach, Florida 33069 ("Contractor"), and _____, _____ [insert type of entity . if applicable], whose address is _____ ("Subcontractor").

WHEREAS, Contractor entered into a contract for _____ [identify project and location for work] (the "Project Zone"); and

WHEREAS, Contractor desires to engage Subcontractor to provide the services set forth herein at the Project Zone and Subcontractor desires to provide such services at the Project Zone pursuant to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration for the mutual covenants and agreements hereinafter set forth, Contractor and Subcontractor agree as follows:

1. **Contract Documents.**

1.1 The Contract Documents for this Agreement consist of _____ [identify Prime Contract and Owner] ("Owner"), for _____ [identify general purpose of prime contract], including the statement of work and contractor requirements, insurance requirements, all terms and conditions and any other documents listed in or referred to by the Prime Contract (the "Prime Contract").

1.2 The Contract Documents are hereby incorporated by reference into this Agreement; provided, however, that notwithstanding the foregoing, it is expressly acknowledged and agreed by the parties that all payment terms between Contractor and Owner set forth in the Contract Documents are not incorporated by reference and are expressly excluded from this Agreement. The Contract Documents are available in Contractor's office and Subcontractor acknowledges that it has carefully examined them and understands them completely.

1.3 Subcontractor is bound to Contractor by the terms of this Agreement, including those of the Contract Documents, and shall assume towards Contractor, with respect to Subcontractor's performance, all of the obligations and responsibilities which Contractor assumes towards Owner under the Contract Documents with respect to the Subcontract Work. In the event of any conflict between the terms of this Agreement and the terms of any of the Contract Documents, or a conflict among any of the Contract Documents themselves, the provision granting the greater rights or remedies to Contractor, or imposing the greater duty, standard, responsibility or obligation on Subcontractor, as determined by Contractor, shall govern. Subcontractor shall bind its lower tier subcontractors and suppliers to all of the performance obligations and responsibilities which Subcontractor assumes towards Contractor hereunder.

EXAMPLE CONTRACT

2. Scope of Subcontract Work.

2.1 Contractor engages Subcontractor, as an independent contractor, to perform that part of the work, which Contractor has contracted with the Owner to provide under the Prime Contract, as set forth in Exhibit "A" attached hereto ("Subcontract Work").

2.2 Subcontractor agrees to perform the Subcontract Work under the direction of Contractor, and to the reasonable satisfaction of Contractor and Owner. Subcontractor agrees (i) to provide and pay for all labor, materials, tools, supplies and equipment necessary to perform the Subcontract Work, except as otherwise expressly provided herein, and (ii) to perform the Subcontract Work in strict conformity with the requirements of this Agreement. Subcontractor shall execute all Subcontract Work in the best and most workmanlike manner by qualified, careful and efficient workers who shall be satisfactory to Contractor.

3. Contract Sum and Payment Schedule.

3.1 In consideration for the Subcontractor's services hereunder, Contractor shall pay to Subcontractor the contract sum set forth on Exhibit "B" attached hereto ("Contract Sum").

3.2 Contractor may deduct from any Contract Sum payment, any sum owed by Subcontractor to Contractor, either under this Agreement or any other agreement between Contractor and Subcontractor. Further, in the event of any breach by Subcontractor of this Agreement or any other agreement between Contractor and Subcontractor, or in the event of the assertion by others of any claim or lien against Owner, Contractor, or Contractor's surety, which claim or lien arises out of Subcontractor's performance hereunder, Contractor may, but is not required to, retain out of any payments due Subcontractor, either under this Agreement or any other agreement between Contractor and Subcontractor, an amount sufficient to protect Contractor and Owner from any and all loss, damage or expense therefrom, until the breach has been cured or the claim or lien has been adjusted by Subcontractor to the reasonable satisfaction of Contractor, even though Subcontractor may have posted a payment or performance bond.

4. Prosecution of Subcontract Work.

4.1 Subcontractor agrees, within five (5) calendar days after notification by Contractor, to commence its operations and to continue diligently in its performance of the Subcontract Work. Time is of the essence of this Agreement.

4.2 Subcontractor shall cooperate with Contractor and other subcontractors whose work must be coordinated with the Subcontract Work. Subcontractor shall send a representative, with full authority to act on behalf of and bind Subcontractor, to all meetings and conferences, as may be directed by Contractor.

4.3 Subcontractor shall keep the Project Zone clean from debris resulting from the performance of the Subcontract Work and shall remove and properly dispose of all debris generated by the execution of the Subcontract Work. If the Subcontractor fails at any time to comply with this Section, within twenty-four (24) hours after receipt of notice from Contractor of such noncompliance, Contractor may perform such necessary clean-up and deduct the cost from any amounts due Subcontractor.

EXAMPLE CONTRACT

4.4 Subcontractor shall give adequate notices pertaining to the Subcontract Work to the proper authorities and shall secure and pay for all necessary licenses and permits to carry on the Subcontract Work. Subcontractor shall provide a copy of such notices, licenses and permits to Contractor prior to the start of the Subcontract Work.

4.5 Subcontractor shall at all times give personal superintendence to the Subcontract Work and have at the Project Zone at all times when any of the Subcontract Work is being performed a competent superintendent satisfactory to Contractor and with authority to act for and bind Subcontractor on all matters arising out of or relating to this Agreement.

4.9 Subcontractor shall assign only qualified personnel to perform the Subcontract Work. Contractor shall have the authority, at any time during the course of the prosecution of the Subcontract Work, to require Subcontractor to remove or terminate any employee of the Subcontractor, if such employee is unsatisfactory to Contractor or Owner. Subcontractor shall immediately remove and replace the employee at no cost to Contractor or Owner, including those costs resulting from delay or inefficiency the change may cause.

4.10 Contractor may for any reason whatsoever suspend, in whole or in part, performance of the Subcontract Work and Subcontractor's performance under this Agreement. Contractor shall give notice, either written or verbally, of such suspension to Subcontractor specifying when such suspension is to become effective and the scope of the Subcontract Work affected by such suspension.

4.10.1 Ceasing Performance Upon Suspension. From and upon the effective date of any suspension order by Contractor, Subcontractor shall not incur any further expense or obligations in connection with the suspended portion of the Subcontract Work. From and upon the effective date of any suspension ordered by Contractor, Subcontractor shall utilize its best efforts to mitigate its costs resulting from the suspension.

4.10.2 Resumption of Subcontract Work After Suspension. If Contractor lifts the suspension it shall do so in writing and Subcontractor shall promptly resume performance of the Subcontract Work unless, prior to receiving the notice to resume, Subcontractor has exercised its right of termination as provided in Section 8.6 herein.

4.10.3 No Claim for Suspension. Contractor shall not be liable for any claims due to the suspension of the Subcontract Work.

5. Insurance

5.1 Prior to starting the Subcontract Work, Subcontractor at its own expense, shall procure and maintain in full force throughout the entire term of this Agreement, on all its operations, insurance in accordance with the Prime Contract. Subcontractor shall not perform any Subcontract Work unless Subcontractor is and remains insured in accordance with the requirements provided under the Prime Contract.

5.2 The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to Contractor. Before commencing the Subcontract Work, Subcontractor shall furnish Contractor with certificates of insurance from the insuring companies, which certificates shall specify the effective dates of the policies, the limits of liability

EXAMPLE CONTRACT

thereunder, and contain a provision that such insurance will not be cancelled or modified except upon thirty (30) days prior written notice to Contractor. Subcontractor shall not cancel any policies of insurance required hereunder without the prior written consent of Contractor. Except for workers' compensation, Contractor and Owner shall be named as additional insureds under all policies to be maintained by Subcontractor.

5.3 Subcontractor may use a combination of General Liability Insurance and Excess Liability Insurance provided the sum of these insurances at least equals the amounts listed for the General Liability Insurance. If Excess Liability Insurance is used, "Umbrella Form" must be furnished.

5.4 The carrying of insurance shall not be deemed to release Subcontractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Agreement.

6. Bonds.

6.1 Subcontractor is / is not (check appropriate box) required to provide a performance and payment bond. If Subcontractor is required to provide a performance and payment bond, Subcontractor shall furnish Contractor, in the form attached as Exhibit C, a full and duly executed performance and payment bond, underwritten by a surety or sureties reasonably satisfactory to Contractor, in the full amount of the Contract Sum to be paid over the term of this Agreement. If such bond is required, Subcontractor's failure to deliver a satisfactory bond within _____ () calendar days after the execution of this Agreement shall be deemed a material breach by Subcontractor of this Agreement.

Initial Acknowledgment
of Selection Above:

Subcontractor

Contractor

7. Inspections.

7.1 Subcontractor shall allow for the inspection of the Subcontract Work by Contractor, Owner or any of their authorized representatives.

7.2 Neither the review and acceptance by Contractor, nor the approval by Owner or its representative, of any of the Subcontract Work by Subcontractor shall relieve Subcontractor of liability for any deviations from any requirement of this Agreement unless specifically called to Contractor's attention, in writing, and so acknowledged by Contractor in writing. Inspection or supervision by Contractor shall not relieve Subcontractor of its obligations herein.

8. Term and Termination.

8.1 This Agreement shall be coterminous with the Prime Contract, unless this Agreement is terminated early pursuant to this Section 8.

8.2 Should Subcontractor fail, in the reasonable opinion of Contractor, at any time and in any respect, to (i) supply a sufficient number of properly skilled employees, (ii) prosecute the Subcontract Work with promptness and diligence, or (iii) to perform the Subcontract Work in accordance with the requirements of this Agreement, Contractor may, at its option, provide such labor and services to perform the Subcontract Work and deduct the cost thereof, together with all

EXAMPLE CONTRACT

loss or damage occasioned thereby, from any money then due or thereafter to become due Subcontractor either under this Agreement or any other agreement between Contractor and Subcontractor. Contractor shall provide notice, either written or verbal, of any such failure to Subcontractor except in an emergency, in which event, no notice is required.

8.3 Contractor may immediately terminate this Agreement if an Event of Default (as defined below) has occurred, and such Event of Default is not cured by Subcontractor after receipt of notice, either written or verbal, by Contractor of such Event of Default. For the purposes hereof, "Event of Default" shall mean Subcontractor has, at any time, (i) refused or neglected to supply sufficient properly skilled employees of the proper quality and quantity, (ii) failed in any respect to prosecute the Subcontract Work with promptness and diligence in accordance with this Agreement, (iii) caused by any action or omission the stoppage or interference with the work of Contractor or other subcontractors, (iv) failed in the performance of any of the covenants contained in this Agreement or the Prime Contract, (v) breached any provision of this Agreement or the Prime Contract, and/or (v) been unable to meet its debts as they mature. Upon termination of this Agreement pursuant to this Section, Contractor may take possession of the Project Zone and Subcontract Work, including all materials, appliances and equipment of Subcontractor at the Project Zone, and through itself or others provide labor, equipment and materials to prosecute the Subcontract Work on such terms and conditions as Contractor deems reasonably necessary, and Contractor shall deduct the cost thereof, including all charges, expenses, losses, costs, damages and attorney's fees, incurred as a result of Subcontractor's failure to perform, from any money then due or thereafter to become due Subcontractor either under this Agreement or any other agreement between Contractor and Subcontractor.

8.4 In addition, Contractor shall have the right to terminate this Agreement at any time, with or without cause, upon notice, either written or verbal, to Subcontractor. Upon receipt of such notice, Subcontractor shall immediately stop performance of the Subcontract Work. In such event, Contractor shall pay Subcontractor for that portion of the Subcontract Work actually performed in an amount proportionate to the Contract Sum. Contractor shall not be liable to Subcontractor for any costs or damages, nor for prospective profits on portions of the Subcontract Work not performed.

8.5 From and after the effective date of any termination, Subcontractor shall cease performance to the extent of the terminated portion of the Subcontract Work and shall not incur any further expense or obligations in connection with the terminated portion of the Subcontract Work. Subcontractor shall terminate outstanding sub-subcontracts and purchase orders related to the terminated portion of the Subcontract Work unless directed to do otherwise by Contractor. If so requested by Contractor, Subcontractor shall assign its rights, title and interest under open sub-subcontracts to Contractor or its designee. Unless directed otherwise by Contractor, Subcontractor shall settle the liabilities and claims arising out of the termination of any sub-subcontracts. If so requested by Contractor, Subcontractor shall vacate the Project Zone immediately.

8.6 Subcontractor may, upon notice, either written or verbal, to Contractor, terminate this Agreement if the Subcontract Work required under this Agreement is suspended by Contractor in its entirety for a period of seventy-two (72) hours or more, through no fault of Subcontractor. In the event Subcontractor terminates this Agreement pursuant to this Section 8.6, Subcontractor shall be entitled to recover from Contractor as though Contractor had terminated Subcontractor's performance for convenience pursuant to Section 8.4 above.

9. Claims and Disputes.

EXAMPLE CONTRACT

9.1 Each party agrees that any claim or dispute between them arising out of this Agreement shall be submitted to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before, and as a condition precedent to, the initiation of any adjudicative action or proceeding. The mediation shall be held in Broward County, Florida. If either party refuses to mediate the claims or disputes subject to this Section, the other party may compel the mediation of that dispute under the terms of this Agreement.

9.2 Subcontractor shall carry on the Subcontract Work as directed by Contractor and maintain satisfactory progress while any claim or dispute is being resolved.

10. **Indemnification.**

10.1 Subcontractor assumes full liability for any and all damages, death or injury of any kind to all person(s) (whether employees or otherwise) and property arising out of or in any way connected with the Subcontract Work or Subcontractor's performance hereunder and shall to the fullest extent permitted by law defend, indemnify and hold harmless Contractor and Owner, and their respective parents, subsidiaries, affiliates, officers, managers, members, agents, employees, and indemnitees (collectively, the "Contractor Indemnified Parties") from and against any and all claims, losses, liabilities, suits, damages, fines, demands or expenses, legal and otherwise (collectively, "Losses"), arising out of or in any way connected with the Subcontract Work or Subcontractor's performance hereunder, regardless of whether or not such claim, loss, suit, damage or expense is caused in part by a party indemnified hereunder. Further, this indemnification, defense and hold harmless obligation is in addition to any such obligation required by the terms of the Contract Documents. If any claim or demand is made against the Contractor Indemnified Parties for any matter enumerated herein, any payment due, or thereafter to become due, Subcontractor shall be held liable by Contractor to the extent necessary to cover such losses and expenses, including reasonable attorneys' fees. As separate consideration for this indemnification, defense and hold harmless obligation and any other such obligation to be provided by Subcontractor hereunder, the parties acknowledge and agree that the first One Hundred Dollars (\$100.00) of the Contract Sum paid to Subcontractor shall be paid as separate consideration for all such obligations of Subcontractor hereunder.

11. **Compliance with Laws and Safety Standards.**

11.1 All work, labor, services and materials to be furnished by Subcontractor must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives, including any applicable environmental rules and regulations and Federal Emergency Management Agency ("FEMA") policies and procedures, (hereinafter "Laws") now in force or hereafter in effect, including the Laws referred to in the Prime Contract. Additionally, Subcontractor agrees to comply with the applicable Laws referred to in the Prime Contract, and further warrants and represents that Subcontractor is familiar with all applicable Laws including FEMA policies and procedures. All work, labor, services or materials necessary to comply with said Laws will be furnished by Subcontractor as part of this Agreement without any additional compensation. Subcontractor agrees to indemnify, defend and hold the Contractor Indemnified Parties harmless from and against any and all Losses caused directly or indirectly by its failure to fully comply with all Laws.

11.2 Subcontractor agrees that the prevention of accidents to workers engaged in the Subcontract Work under Subcontractor is solely its responsibility. Subcontractor shall comply with

EXAMPLE CONTRACT

all applicable safety laws and with any safety standards established during the progress of the Subcontract Work by Contractor. If requested by Contractor, Subcontractor shall submit a safety plan for review by Contractor. The review of any safety plan by Contractor shall not be deemed to release Subcontractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Agreement.

11.3 When so ordered, Subcontractor shall stop any part of the Subcontract Work which Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken. Should Subcontractor neglect to adopt such corrective measures, Contractor may do so and deduct the cost from any payments due Subcontractor. Subcontractor shall timely submit copies of all accident or injury reports to Contractor.

12. Assignments.

12.1 Neither this Agreement nor any interest therein may be transferred, voluntarily or involuntarily, nor may the Subcontract Work or any part thereof be subcontracted by Subcontractor, without the prior written consent of Contractor. Notwithstanding the foregoing, except as otherwise provided in this Agreement and/or the Prime Contract, no assignment or subcontract by Subcontractor shall relieve Subcontractor from its obligations to Contractor.

13. Labor Relations.

13.1 Subcontractor shall do whatever is reasonably necessary in the progress of the Subcontract Work to assure harmonious labor relations at the Project Zone and to prevent strikes or other labor disputes. Subcontractor shall employ only such labor as, to Contractor's reasonable satisfaction, will work in harmony at the Project Zone and shall not use materials or employ means which may cause strikes or other labor troubles.

13.2 If requested by Contractor, Subcontractor shall conduct a criminal background check acceptable to Contractor on each and every employee and independent contractor it employs or engages to work at the Project Zone. Subcontractor shall fully comply with all applicable laws relating to the terms and conditions of employment of any employee who is employed in connection with the Project Zone.

13.3 Subcontractor agrees not make, or cause any employee or independent contractor it employs or engages to work at the Project Zone to make, disparaging remarks or comments with respect to Contractor, its related entities and the Owner.

13.4 Subcontractor's subcontractors shall comply with this Section 13 to the same extent required of Subcontractor and an express provision imposing such requirements on lower tier subcontractors shall be included in their subcontracts. Subcontractor shall indemnify, defend and hold the Contractor Indemnified Parties harmless from and against any and all Losses resulting in any way, directly or indirectly, from Subcontractor's failure to comply with the requirements of this Section 13, including fees and costs incurred by Contractor or Owner in enforcing this indemnity.

14. Taxes, Charges.

14.1 Subcontractor shall be responsible for all payments of taxes (whether city, county and/or state taxes), contributions and/or premiums payable on its employees or on its operations

EXAMPLE CONTRACT

under workers' compensation laws, unemployment compensation laws, the Federal Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes and any other taxes, contributions and/or premiums which are payable by the employers, and Subcontractor shall indemnify, defend and hold the Contractor Indemnified Parties harmless from and against any and all Losses resulting from Subcontractor's failure to comply with these requirements. Subcontractor shall comply with all rules and regulations at any time applicable hereto and shall, on demand, substantiate to Contractor's reasonable satisfaction that all taxes and other charges are being properly paid.

15. Equal Opportunity.

15.1 Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin.

16. Additional Terms and Conditions.

16.1 The terms and conditions of this Agreement are expressly modified and amended by those Additional Terms and Conditions set forth in Exhibit "D" attached hereto ("Additional Terms and Conditions"). In the event that the terms and conditions of this Agreement conflicts with the Additional Terms and Conditions, the Additional Terms and Conditions shall prevail and control.

17. General Provisions.

17.1 The failure of Contractor to insist in any instance upon strict compliance with any of the provisions of this Agreement, or to exercise any options provided Contractor hereunder, shall not be construed as a waiver of Contractor's right to thereafter require such compliance or to exercise such option.

17.2 This Agreement comprises the entire agreement between Contractor and Subcontractor relating to the Subcontract Work covered hereby and no other agreement, representation or understanding concerning the same has been made and no oral statement, understandings or agreement shall affect the terms hereof. Further, nothing herein shall create any relationship of agency, employment, contract, obligation or otherwise between Owner and Subcontractor.

17.3 To the best knowledge and belief of the parties, this Agreement contains no provision that is contrary to federal or state law, ruling or regulation. However, if any provision of this Agreement shall conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permissible. In the event any provision is thus inoperative, the remaining provisions shall, nevertheless, remain in full force and effect.

17.4 This Agreement shall be construed and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule. Each of the parties irrevocably consents to the non-exclusive jurisdiction of the courts of the State of Florida located in Broward County, and of the United States District Courts for the Southern District of Florida for the purposes of any suit, action, or proceeding relating to or arising out of this Agreement (a "Related Proceeding") and irrevocably waives, to the fullest extent it may effectively do so, (i) any objection it may have to the laying of venue of any Related Proceeding in any such court, and (ii) the defense of any inconvenient forum to the maintenance of any Related Proceeding in any such court.

EXAMPLE CONTRACT

17.5 In any dispute, the prevailing party shall be entitled to an award of reasonable attorney's fees, paralegal fees, filing fees, court costs and all other costs involved in the dispute, including any appeals thereof.

17.6 This Agreement shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

17.7 All sections and headings are used for convenience only and do not affect the construction or interpretation of this Agreement.

17.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

17.9 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the term "including" is not limiting and the terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

17.10 The following Exhibits are attached hereto and made part hereof:

Exhibit A	Scope of Subcontract Work
Exhibit B	Contract Sum and Payment Schedule
Exhibit C	Bond Form
Exhibit D	Additional Terms and Conditions

17.11 This Agreement may not be modified or changed except by a written instrument executed by all of the parties.

17.12 Sections 1, 3.2, 5.4, 9, 10, 13, 14 and 17 shall survive the termination of this Agreement.

EXAMPLE CONTRACT

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

CONTRACTOR:

ASHBRITT, INC., a Florida corporation

By: _____

Print Name: _____

Title: _____

SUBCONTRACTOR:

_____,
a _____ corporation

By: _____

Print Name: _____

Title: _____

EXAMPLE CONTRACT

EXHIBIT A

SCOPE OF SUBCONTRACT WORK

The scope of the Subcontract Work shall be as follows:

[This Exhibit must describe with specificity the services to be provided, consistent with the Controlling Documents referred to in the Prime Contract and federal and state regulations.]

EXAMPLE CONTRACT

EXHIBIT B

CONTRACT SUM AND PAYMENT SCHEDULE

[Describe the consideration to be paid to Subcontract and the payment terms (i.e., payments to be made semi-monthly, monthly, quarterly, annually, etc.)]

Contractor shall retain 10% from each payment made herein, and upon final funding, release by the Owner, and full and final lien release from Subcontractor, Contractor shall then disburse the retained sums.

EXAMPLE CONTRACT

EXAMPLE CONTRACT

EXHIBIT C

BOND FORM

Attach Bond Form, if applicable or state "None" if not applicable.

EXAMPLE CONTRACT

EXHIBIT D

ADDITIONAL TERMS AND CONDITIONS

[This Exhibit allows additional terms and conditions that were negotiated between Contractor and Subcontractor to be included. You may not need this Exhibit for every subcontractor and if not, then we would just put “NONE” here]



Memorandum

Date: January 15, 2006
To: All AshBritt Employees
From: Randal Perkins, Chief Executive Officer
Subject: Affirmative Action Plan

DECLARATION OF POLICY:

AshBritt, Inc. affirms its commitment to the precepts of our Affirmative Action Plan, which has the purpose of maintaining equal employment and promotional opportunity, with particular emphasis on improving the minority and/or women workforce population and utilization of minority and/or women owned professional firms, consultants and/or suppliers.

Special meetings will be conducted with supervisory personnel to explain the intent of the plan and individual responsibility for effective implementation, making clear our commitment to the program. Additionally, the plan will be discussed at employee orientations and management training sessions.

Outside resources such as recruiters, subcontractors, vendors, and suppliers will be informed verbally and in writing about our affirmative action policies.

Tim Mooney, Senior Marketing Coordinator, is hereby appointed the Corporate Affirmative Action Officer. He will have the day-to-day responsibility for the implementation and monitoring of our plan.

The Affirmative Action Plan is available for your review during normal working hours. For review of the plan, please contact Tim Mooney at the Pompano Beach office.

Randal R. Perkins, CEO

Affirmative Action Plan

Programmatic Activities and Goals

AshBritt, Inc. is committed to the principles of our Corporate Affirmative Action Plan in all aspects of our business planning and decision making. Areas of particular focus as well as examples of our efforts to mandate diversity are delineated below.

I. Employee Recruitment

The nature of our prime business, responding to natural disasters, is seasonal or at best periodic. Therefore, our permanent employment base is limited to approximately 50 employees. When deployed to a specific emergency, however, it may increase to 250 or more. Our recruitment resources and facilities to manage such rapid employee growth effectively include:

- AshBritt temporary reserve employee database – Developed since 1995, it includes personnel that have participated in past projects and have received a positive employee rating from their supervisors.
- National employee leasing companies – National leasing companies that have specifically targeted the construction and environmental industries to provide temporary employees ranging in skill level from equipment operators to project managers to engineers.
- Local resources (from the location in which we have been deployed) – These include local employee leasing companies, local SBA office, local Dept. of Health and Human Services, local trade organizations, reference from local authorities, local solicitations for employment opportunities.

Examples of our commitment to our Affirmative Action Plan in using the recruitment sources identified are as follows:

- The individuals represented in the AshBritt temporary employee data base have been applied to a Statistical Temporary Workforce Analysis that identifies weaknesses in the diversity of the group and can help to ensure appropriate diversity in the project workplace.
- National leasing companies with which we have an association have been notified in writing of our status as an EOE, and of our desire for diversity in the employees supplied by their organization.
- Local resources have been especially adept at providing semi-skilled labor and office staff. One resource that has proven exceptional has been the Health and Human Services “Workfare” program. AshBritt has been able to identify, recruit, employ, and train several minority unskilled former welfare recipients. The experience and training they receive as a temporary employee with AshBritt allows the individual to secure a long-term skilled position.

II. Hiring Procedures

As discussed in the Recruitment section, AshBritt uses its internal database of temporary employees (reservists) to fill permanent and temporary staffing needs. For instance, if a project requires a Supervisor with Hazardous Materials training, we would query our database for that skill. The resultant personnel records will then be evaluated and a minimum of two out of the four company owners will concur on employing the individual, on the pay rate, on per diem, etc. The database does not contain fields indicating minority or gender status. All queries of the database are skill and location driven, and all hires are approved by owners.

III. Promotion Procedures

As the four company principals participate in senior management positions, promotional opportunities above field management are not realistically available. Six of AshBritt's twelve permanent field superintendents are minorities, and they all were identified from their excellent performance as field employees. They were provided additional supervisory training and mentored by a senior Project Manager (owner). All are also unqualified successes in their positions.

IV. Training Procedures

Job related Skill Training is offered universally to *all* employees with six months full time tenure. All costs associated with the training are considered a Company expense and employees involved in training classes are compensated at their normal rate of pay during the tenure of the training class. Training opportunities include CDL license training, OSHA 40 hazardous materials training, Contactors Quality Control training by the U.S. Army Corps of Engineers, and FEMA compliance training.

V. Publicity

AshBritt prepares and submits numerous proposals in response to solicitations by municipal and government entities. Each proposal contains a section declaring AshBritt's policy regarding affirmative action. The statement further commits AshBritt subcontractors to our affirmative action policy. In addition, language is included in our Subcontractor Agreement that declares our support for affirmative action and requires similar action by companies or individuals under contract with AshBritt.

Procurement Policy

It is the policy of AshBritt, Inc. and all of its affiliates to afford equal opportunity to all vendors and suppliers of material to us. Firms providing goods and services to AshBritt, Inc. shall not be discriminated against based on the owners' race, age, sex, religion, status as a veteran or national origin.

AshBritt, Inc. will:

- Solicit bids from all qualified firms, regardless of ownership, including use of lists of qualified vendors maintained by the Department of Business Development.
- Evaluate all bids so as to further the principles of non-discrimination and equal opportunity.
- Ensure that final purchases are in accordance with the principals of equal opportunity.
- Ensure that all procurement actions such as repeat purchases, extensions, change orders, acceptance policy, etc. will be administered without regard to race, age, sex, religion, and status as a veteran or national origin.

Tim Mooney has been appointed *Equal Opportunity Officer* with the responsibility for the coordination and implementation of the program with operating officials and supervisory personnel. Furthermore, he is responsible for reporting at regular intervals regarding purchases and contracting.

We firmly endorse and support our *Equal Opportunity Program*, and have established an *Affirmative Action Program* to ensure our continued commitment. We are confident that all AshBritt, Inc. management, employees, associates and suppliers will provide their full support, cooperation and effort to ensure the committed successful achievement of this program.

AshBritt Management.

Grievance Procedure

AshBritt, Inc. maintains a grievance policy for all employees to ensure that internal issues of concern can be resolved in an open unthreatening environment. The policy describes a three-step procedure for conflict resolution as follows:

1. All grievances must initially be presented to the employee's immediate supervisor. If resolution is not achieved, the employee may proceed to step number 2;
2. Grievances unresolved by the immediate supervisor are presented by the employee to the Project Manager who will issue a decision in writing within 48 hours of hearing the grievance;
3. If the decision by the Project Manager does not resolve the grievance the employee may request a meeting and review with an AshBritt principal.

(A minimum of two owners must be present to hear the grievance, which must be presented within a 30-minute timeframe, with an additional 30 minutes reserved for questions and answers. The principals will issue a decision in writing within 48 hours and the decision of the owners is final.)

8.0 Cost Proposal and Required Bid Documents

P&J offers the most cost effective solution to disaster recovery operations. As indicated throughout this proposal, our experience, our proven management practices and our extensive network of in house and contracted resources allows us to complete recovery in the most efficient timeframes.

Our cost proposal is presented in the following pages along with the required bid documents. As required by the RFP we have completed the cost proposal form provided by CITY OF MARATHON. The cost proposal form and the Offeror's Proposal Cover sheet are included in the following pages.

PROPOSAL FORM

PROPOSER'S NAME Phillips and Jordan, Inc.

City Council
The City of Marathon, Florida
10045 Overseas Highway
Marathon, Florida 33050

1. The undersigned, having carefully and to our full satisfaction examined the RFP Documents for: **DEBRIS MANAGEMENT AND REMOVAL SERVICES**

hereby proposes to furnish same as follows: In accordance with Attachment "A".

2. By submission of this Proposal, the undersigned certifies, and in the case of a joint Proposal, each party hereto certifies as to his own organization, that this Proposal is made in good faith and has be arrived at independently, without collusion, consultation, communication or agreement as to any matter relating to this Proposal with any other Proposer.

Submitted by:

Phillips and Jordan, Inc. 828-479-3371
Company Name (Print) Phone

PO Drawer 604, 191 P and J Road
Company Address (Print)

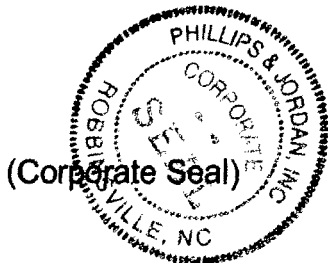
Robbinsville, NC 28771
City, State, Zip Code (Print)

By: Edd Satterfield, Assistant Vice President
Name and Title (Print)

FL: QB 25553
CONTRACTOR'S License Number

56-0694573
Federal Tax I.D. Number

828-479-3371 / 828-479-3010
Phone/Fax Number (include area code)



EMERGENCY DEBRIS CLEARANCE (PUSH)

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.	Dump Truck, 16-20 yd ³ capacity, with Operator	\$ 73.00 /hourly
2.	Rubber Tired Front-end Loader, 3-5 yd ³ capacity, with Operator	\$ 125.00 /hourly
3.	Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	\$ 84.00 /hourly
4.	Crew Foreman with Pickup Truck, ½-1 Ton, and cellular phone.	\$ 78.00 /hourly
5.	Track Hoe Excavator, 2-3 yd ³ bucket with operator	\$ 125.00 /hourly
6.	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	\$ 125.00 /hourly

DEBRIS REMOVAL (LOAD AND HAUL)

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.	Removal of Vegetative Debris from assigned load site to TDSR, including sorting, loading, hauling, etc.	\$ 12.50 /cu. yd.
2.	Removal of Construction and Demolition Debris and White Debris from assigned load site to TDSR, including sorting, loading, hauling, etc.	\$ 14.50 /cu. yd.
3.	Removal of Hazardous Waste Debris From Curbside at assigned load site to TDSR, including sorting, loading, hauling, etc.	\$ 12.00 /cu. yd. LB
4.	Removal of Silt and Sand Deposits from assigned load site to TRSR, including sorting, loading, hauling, etc.	\$ 20.00 /cu. yd.
5.	Stump Grubbing, Removal, Disposal, and backfill: 24 to 48 inches	\$ 600.00 /each
6.	Stump Grubbing, Removal, Disposal, and backfill: 39 to 72 inches	\$ 800.00 /each
7.	Stump Grubbing, Removal, Disposal, and backfill: 73 inches and larger	\$ 1,100.00 /each
8.	Removal and Disposal of Stump Remnants and backfill: 73 inches and larger	\$ 700.00 /each
9.	Spoiled Food and Non-Hazardous Waste Removal and Disposal – The removal shall include, sorting, loading, handling, staging, and hauling to the final disposal site.	\$ 5,000.00 /Ton
10.	Hazardous Waste Debris Removal From Structures – Search safely accessible residential structures, including garages and detached outbuildings for hazardous waste debris for removal. At a minimum the removal shall include, sorting, handling, loading, staging and placing the debris on public ROW for removal and disposal by other pay items in the proposal.	\$ 500.00 /per structure
11.	Private and Public Property Demolition and Debris Removal – The Contractor shall operate beyond the Public Right of Way (ROW) only as identified and directed by the City of Marathon. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, the demolition of structures and the sorting, loading, and hauling of the debris to an approved TDSR site.	\$ 13.50 /cu. yd.

12.	Removal of Unsafe Debris from Within Private or Public Structures - The Contractor shall operate within public or private structures only as identified and directed by the City of Marathon. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, removing, sorting, loading, and placing the debris on public ROW for removal and disposal by other pay items in the proposal.	\$ 500.00 /per structure
13.	<u>Beach Restoration (Provide Detailed Proposal)</u>	see attached
14.	Canal Shore Line Restoration (<u>Provide Detailed Proposal</u>)	see attached
15.	<u>Canal Debris Removal (Provide Detailed Proposal)</u>	see attached
16.	<u>Sunken Vessel Removal (Provide Detailed Proposal)</u>	see attached

TSDR SITE MANAGEMENT

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.	Management, Processing and Loading of all debris and/or residue at the TDSR sites: Including locating, preparing and layout of sites; management, maintenance and operation of the TDSR sites; the receiving, sorting, segregation, processing and reduction debris, loading (as described in other sections of this contract and directed by the City of Marathon)	\$ 7.50-8.00 /cu. yd.
2.	Final haul out of processed debris from the TDSR site to an approved disposal site.	*
	Mileage Radius: 0-30 Miles	\$ 7.00 /cu. yd.
	31-60 Miles	\$ 8.50 /cu. yd.
	61-90 Miles	\$ 10.50 /cu. yd.
	91-120 Miles	\$ 12.50 /cu. yd.
3.	Final haul out of processed debris from the TDSR site to an approved disposal site.	*
	Mileage Radius: 0-30 Miles	\$ 38.00 /Ton
	31-60 Miles	\$ 47.00 /Ton
	61-90 Miles	\$ 58.00 /Ton
	91-120 Miles	\$ 70.00 /Ton
4.	Freon Recovery – The Contractor shall remove and recover Freon from any White Metal Debris, such as refrigerators, freezers or air conditioners, at the TDSR site or final disposal site in accordance with all federal, state and local rules, regulations and laws. The Contractor must have all required license and certifications to perform work.	\$ 55.00 /per unit

* All Tipping Fees at Final Disposal Site will be passed through to City at Cost.

TREE AND LIMB REMOVAL

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.	Tree Removal and Disposal - 4" to 12" DBH	\$ 100.00
2.	Tree Removal and Disposal - 13" to 24" DBH	\$ 165.00
3.	Tree Removal and Disposal - 37" to 48" DBH	\$ 290.00
4.	Tree Removal and Disposal - 49" & Greater DBH	\$ 600.00
5.	Limb Removal and Disposal - 1 to 5 Limbs Per Tree	\$ 80.00
6.	Limb Removal and Disposal - 6 to 10 Limbs Per Tree	\$ 120.00
7.	Limb Removal and Disposal - 11 Limbs or Greater Per Tree	\$ 155.00

OTHER DISASTER RELATED SERVICES*

FEE SCHEDULE		
ITEM	DESCRIPTION	PRICE
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$

*Provide a detailed description and price for other Disaster Related Services your company can supply.

PROPOSAL

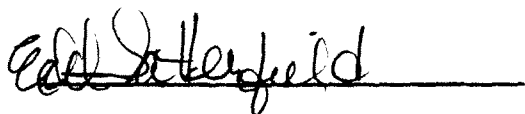
In accordance with the foregoing terms, conditions and specifications, the undersigned proposer hereby proposes to supply the City of Marathon with the goods and/or services called for in **RFP Debris Management and Removal Services**

DESCRIPTION: PROVIDE DEBRIS MANAGEMENT AND REMOVAL SERVICES

\$ (attach proposal)

Please Note:

It is incumbent upon all participants to include information regarding their qualifications and background in sufficient detail to allow an informed decision process.



Signature

If a Corporation, please attach Corporate Resolution.

Edd Satterfield, Assistant Vice President

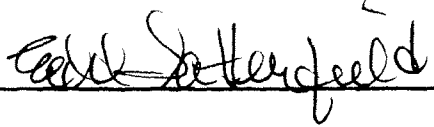
Typed Name and Title

PHILLIPS AND JORDAN, INC.

Company Name

PO Drawer 604, 191 P and J Road Robbinsville, NC 28771

Address



Edd Satterfield

Signature and Title

828-479-3371 / 828-479-3010

Telephone & Fax Number
Attachment 1

May 21, 2007

Date

BIDDER'S QUALIFICATION QUESTIONNAIRE

1a. State the number of years your business organization has been doing business in Florida.

40 years

1b. State the number of years your business organization has been doing business duly certified by the State of Florida or licensed in a county in Florida.

40 years

2. Has the proposer or any principals of the organizations failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, been declared to be in default of a contract or had appraisals rejected by your client in the last five (5) years? If so, state where, when and why?

NONE

3. The following are named as three (3) references - public entities, corporations or individuals for which you have provided similar services:

a) City of Gulfport, MS

b) City of Boynton Beach, FL

c) Daytona Beach, FL

4. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

PHILLIPS AND JORDAN, INC.

(Legal Name of Bidder)

(a) The business is a

Corporation

(Insert form of business entity)

(b) The address of the principal place of business is:

6621 Wilbanks Road, Knoxville, TN

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

W T Phillips, SR

(d) If a Corporation, attach a copy of the most recent good standing certificate issued by the Secretary of State of the State of Florida.

Date May 21, 2007

Bidder PHILLIPS AND JORDAN, INC.

By Edd Satterfield

Title Assistant Vice President

Mailing Address PO Drawer 604

Robbinsville, NC 28771

**END OF BIDDER'S QUALIFICATION QUESTIONNAIRE
Must be returned wltH Bid submittal**

Attachment 2

INSURANCE REQUIREMENT

1. The successful bidder shall not commence any work in connection with this contract until all of the following types of insurance has been obtained and such insurance has been approved by the City Council nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

**Beach Restoration
The City of Marathon, Florida**

Upon award of contract, Phillips and Jordan, Inc. will be responsible for Beach Restoration identified by The City of Palm Coast. Efforts will include, the pickup of debris laden sand, hauling to a processing screen located on the beach, processing sand through the screen and returning the clean sand to the beach as directed by the City, The debris removed during the screening process will be handled using bid items 1 – 3.

Detailed Responsibilities:

- Management and oversight of Restoration.
- Provide all supervision, labor, materials, tools, and equipment necessary for the performance and completion of Beach Restoration.
- Provide a safe working environment for everyone on the project.
- Work with FEMA, County Officials, and Inspectors in a professional manor to ensure project efficiency.
- Provide all licenses and insurance documentation required for the project.
- Provide all bonding requirements for the project.
- Provide copies of permits obtained for the project.
- Provide copies of weekly safety meetings conducted on site.
- Provide detailed information for any accidents that may occur.

Bid Pricing:

- Sand Collection and Hauling to Screen.
See Bid Item No. 4 on Fee Schedule
- Screening.
\$ 6.00 per Cubic Yard
- Hauling clean sand fro screen and reapplying to beach front.
\$ 9.00 per Cubic Yard

River and Canal Debris Removal The City of Marathon, Florida

Upon award of contract, Phillips and Jordan, Inc. will be responsible for the removal and disposal of marine debris from rivers and canals within The City of Palm Coast, Florida. Efforts will include the location, identification, removal, and disposal of marine debris, as well as, the oversight management of field operations for the proposed project.

Detailed Responsibilities:

- Management and oversight of designated temporary debris sites for storage of marine debris prior to appropriate final disposal at an approved landfill.
- Management and oversight of marine debris location, identification, removal, and disposal in an environmentally sensitive manner
- Provide all supervision, labor, materials, tools, and equipment necessary for the performance and completion of waterway debris removal and disposal.
- Provide a safe working environment for everyone on the project.
- Work with FEMA, County Officials, and Inspectors in a professional manor to ensure project efficiency.
- Provide all licenses and insurance documentation required for the project.
- Provide all bonding requirements for the project.
- Provide copies of permits obtained for the project.
- Provide copies of weekly safety meetings conducted on site.
- Provide detailed information for any accidents that may occur.

Marine Debris, by definition, will include material, vegetative and non-vegetative, that is visible on or just below the surface and material which could cause a hazard to safe navigation or be a potential risk to human health if not removed. Debris attached to personal property will not be removed until or unless written permission is granted by the property owner. Effort will be made to contact the property owner to obtain permission to remove debris in these cases.

Bid Pricing:

- C&D debris removal from canals.

\$ 12.60 Per linear foot cleaned.

- Vegetative debris removal from canals.

\$ 12.60 Per linear foot cleaned

- Water based marine debris found outside of canals including offshore collection and transport to offloading site.

\$ 480.00 per cubic yard collected.

*Tipping fees will be reimbursed to Phillips and Jordan, Inc. at cost.

River and Canal Shore Line Restoration The City of Marathon, Florida

Upon award of contract, Phillips and Jordan, Inc. will be responsible for the River and Shore Line Restoration identified by The City of Palm Coast. Efforts will include; restoration of river and canal shoreline, in an environmentally sensitive manner, as well as, the oversight management of field operations for the proposed project.

Detailed Responsibilities:

- Management and oversight of all restoration.
- Provide all supervision, labor, materials, tools, and equipment necessary for the performance and completion of restoration.
- Provide a safe working environment for everyone on the project.
- Work with FEMA, County Officials, and Inspectors in a professional manor to ensure project efficiency.
- Provide all licenses and insurance documentation required for the project.
- Provide all bonding requirements for the project.
- Provide copies of permits obtained for the project.
- Provide copies of weekly safety meetings conducted on site.
- Provide detailed information for any accidents that may occur.

Bid Pricing:

Due to the varying nature of this type work it is difficult to provide a general price. After viewing the areas to be restored we will negotiate a fair price with the City.

**Sunken Vessel Removal
The City of Marathon, Florida**

Upon award of contract, Phillips and Jordan, Inc. will be responsible for the removal and disposal of sunken vessels identified by The City of Palm Coast. Efforts will include; locate, recover, and dispose of sunken vessel debris in an environmentally sensitive manner, as well as, the oversight management of field operations for the proposed project.

Detailed Responsibilities:

- Management and oversight of designated temporary debris sites for storage of marine debris prior to appropriate final disposal at an approved landfill.
- Management and oversight of sunken vessel location, identification, removal, and disposal in an environmentally safe manor.
- Provide all supervision, labor, materials, tools, and equipment necessary for the performance and completion of sunken vessel removal and disposal.
- Provide a safe working environment for everyone on the project.
- Work with FEMA, County Officials, and Inspectors in a professional manor to ensure project efficiency.
- Provide all licenses and insurance documentation required for the project.
- Provide all bonding requirements for the project.
- Provide copies of permits obtained for the project.
- Provide copies of weekly safety meetings conducted on site.
- Provide detailed information for any accidents that may occur.

Sunken Vessels, by definition, will include a vessel which at one time was used to navigate waterways, including, but not limited to, boats, skiffs, pontoons, houseboats, and fishing boats.

Bid Pricing:

- Boats/Vessels retrieved from land by means of various equipment. No water borne equipment.
\$ 381.00 per linear foot of vessel
- Open Boats and Skiffs up to 18 feet in length retrieved from the water by means of various equipment, including barges, cranes, boats, etc.

Non Salvageable: \$ 191.00 per linear foot of vessel

- Other Boats/Vessels up to 35 feet in length retrieved from the water by means of various equipment, including barges, cranes, boats, etc.

Salvageable: \$ 381.00 per linear foot of vessel
Non Salvageable: \$ 381.00 per linear foot of vessel

- Other Boats/Vessels in excess of 35 feet in length retrieved from the water by means of various equipment, including barges, cranes, boats, etc.

Salvageable: \$ 1,037.00 per linear foot of vessel
Non Salvageable: \$ 1,037.00 per linear foot of vessel

- Houseboats and larger vessels that may create some difficulty in removal because of location (edge of islands or in mangroves, hard aground etc.) retrieved from the water by means of various equipment, including barges, cranes, boats, etc.

Salvageable: \$ 2,182.00 per linear foot of vessel
Non Salvageable: \$ 2,182.00 per linear foot of vessel

Per day fees for storage/dockage for salvaged boats/vessels.

\$ 120.00 per unit/ daily

* Special Consideration: Large Vessels, houseboats, or vessels within environmentally sensitive areas may require unexpected additional effort and further negotiation will be allowed on a case by case basis.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

05/21/2007

PRODUCER (865)691-4847 FAX (865)694-4847
TIS Insurance Services, Inc.
 1900 Winston Road, Suite 100
 P.O. Box 10328
 Knoxville, TN 37939-0328

INSURED **Phillips and Jordan, Incorporated**
 Attention: Steve Thompson
 6621 Wilbanks Rd
 Knoxville, TN 37912

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American Contractors Insurance Co	RRG A VII
INSURER B:	ACIG Insurance Company A VII	
INSURER C:	Zurich/American Guaranty/WSRB A XV	
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	GL06000038	06/01/2006	06/01/2007	EACH OCCURRENCE	\$ 2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000	
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AL06000019	06/01/2006	06/01/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	AUC913794500	06/01/2006	06/01/2007	EACH OCCURRENCE	\$ 10,000,000
		AGGREGATE				\$ 10,000,000	
						\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC06000074 WC06000075	06/01/2006 06/01/2006	06/01/2007 06/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: RFP Debris Management and Removal Services
 The City of Marathon will be named as an Additional Insured regarding General Liability and Automobile Liability on work performed by the Insured on this project.

CERTIFICATE HOLDER	CANCELLATION
The City of Marathon Attention: City Clerk 10045 Overseas Highway Marathon, FL 33050	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Construction Div./CATWAR <i>R.L. Roberts</i>

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

PHILLIPS AND JORDAN INCORPORATED
P O BOX 52050
KNOXVILLE TN 37950-2050

STATE OF FLORIDA AC# 2029012
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

QB25553 06/10/05 040977041

QUALIFIED BUSINESS ORGANIZATION
PHILLIPS AND JORDAN INCORPORATED

(NOT A LICENSE TO PERFORM WORK.
ALLOWS COMPANY TO DO BUSINESS IF
IT HAS A LICENSED QUALIFIER.)

IS QUALIFIED under the provisions of Ch.489 FS.
Expiration date: AUG 31, 2007 L05061002258

DETACH HERE

AC# 2029012

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L05061002258

DATE	BATCH NUMBER	LICENSE NBR
06/10/2005	040977041	QB25553

The BUSINESS ORGANIZATION
Named below IS QUALIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2007
(THIS IS NOT A LICENSE TO PERFORM WORK. THIS ALLOWS
COMPANY TO DO BUSINESS ONLY IF IT HAS A QUALIFIER.)

PHILLIPS AND JORDAN INCORPORATED
6621 WILBANKS ROAD
KNOXVILLE TN 37912

JEB BUSH
GOVERNOR

DISPLAY AS REQUIRED BY LAW

DIANE CARR
SECRETARY



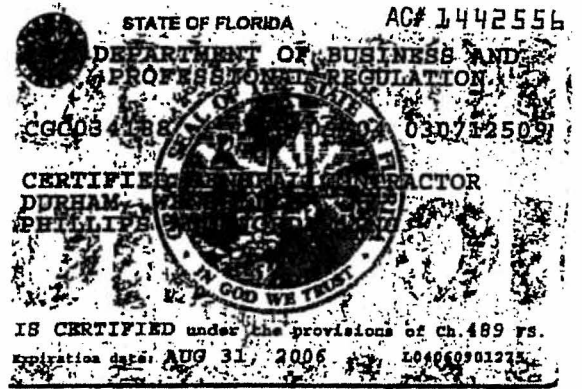
STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

DURHAM, WENDELL E
PHILLIPS AND JORDAN INC
P O BOX 2295
ZEPHYRHILLS FL 33539-2295



DETACH HERE

C# 1442556

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L04060901275

DATE	BATCH NUMBER	LICENSE NBR
06/09/2004	030712509	CGC034188

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2006

DURHAM, WENDELL E
PHILLIPS AND JORDAN INC
8940 GALL BLVD
ZEPHYRHILLS FL 33541

JEB BUSH
GOVERNOR

DIANE CARR
SECRETARY

DISPLAY AS REQUIRED BY LAW



Donald C. Hellmann
Senior Vice President
Division Manager
Commercial Banking

March 28, 2007

Mr. W. T. Phillips, Sr
Phillips and Jordan, Inc.
6621 Wilbanks Road
Knoxville, TN 37912

Dear Ted:

Last year (2006) was again a fantastic year for Phillips and Jordan. JPMorganChase continues to be extremely proud of our relationship with you and your company. Your senior management team consists of some of the most talented individuals that I have worked with in my 30+ years in banking. In addition to the normal financing of equipment and working capital, JPMorganChase has provided periodic project financing of up to \$100,000,000. The financing on these projects ranging from ice storms, The World Trade Center to hurricanes Rita and Katrina were all handled by you as agreed, and in most cases retired prior to our expectations.

Ted, we look forward to working with Phillips and Jordan in 2007 and beyond. On behalf of every one at JPMorganChase, I thank you for your business and wish you continued success.

Sincerely,

Donald Hellmann
Sr. Vice President
Commercial Banking
(859) 231-2794