

**CONTRACT FOR PROFESSIONAL SERVICES
FOR HURRICANE/DISASTER FIELD DEBRIS MONITORING**

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Witt O'Brien's, LLC**, located at 818 Town and Country Blvd., Suite 200, Houston, Texas 77024, hereinafter referred to as the "Consultant".

WHEREAS, the County desires to obtain professional services for Hurricane/Disaster-Field Debris Monitoring services and said services are more fully described in the County's Request for Proposal ("RFP") numbered NC23-034-RFP, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, a copy of the Consultant's Proposal is attached hereto as Exhibit "B" and made a part hereof; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibits "A" and "B", and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibits "A" and "B".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

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1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A COUNTY'S REQUEST FOR PROPOSAL NC23-034-RFP ("RFP"), AS MODIFIED BY ADDENDA

Exhibit B CONSULTANT'S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY'S REQUEST FOR PROPOSAL NC23-034-RFP

Exhibit C INSURANCE REQUIREMENTS

Exhibit D FEDERAL PROVISIONS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibits "A" and "B".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibits "A" and "B". The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

4.2 Services requested by the County or the County's representative that are not set forth in Exhibits "A" and "B" shall be considered additional services. The County may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Contract. The County may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of

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the Consultant, which shall not be unreasonably withheld. If unusual quantity requirements arise, the County may solicit separate bids to satisfy them.

4.3 Time is of the essence with regard to each and every obligation of the Consultant. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

4.4 The Consultant will promptly notify the County upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any Service, Deliverable, or Project; or if the Consultant uses or authorizes a third party to use County Materials beyond the license for use. The Consultant will use commercially reasonable efforts to avoid or minimize any delays in performance, and will inform the County of the steps the Consultant is taking, or will take to do so, and the projected actual completion (or delivery) time. If the Consultant believes a delay in performance by the County has caused or will cause the Consultant to be unable to perform its obligations on time, the Consultant will promptly so notify the County and use commercially reasonable efforts to perform its obligations on time notwithstanding the County's delay. Provided that the Consultant satisfies the requirements of the immediately foregoing sentence, the Consultant will not be liable for liquidated damages as provided for under this Contract if and only to the extent that the Consultant's applicable failure to perform or delay in performing is caused by the County.

4.5 The County reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Consultant to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

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4.6 Unless otherwise prohibited by law, the County may require the Consultant to furnish, without additional cost to the County, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The County shall determine the type and amount of security. Upon request, the Consultant shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.7 If the Consultant believes that any County restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Consultant shall immediately notify the County in writing, indicating the specific restriction. The County reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the County.

4.8 Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the County's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be F.O.B Destination to any point within thirty (30) days after the County places an Order. The County assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the County's option, be returned at the Consultant's expense. Substitutions are not permitted. The Consultant, within five (5) days after receiving a purchase

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order, shall notify the County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Consultant suspension. The Consultant guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Consultant or any subcontractors, in connection with the Contract.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the *Public Works Director*, or designee, to act on the County's behalf under this Contract. The *Public Works Director*, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate *three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments *for an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a

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month-to-month basis and shall not constitute an implied renewal of the Contract. Said month- to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount *to be determined by storm/event activation* and in accordance with Exhibits "A" and "B".

7.2 The Consultant shall prepare and submit to the *Public Works Director* for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com and jkirkland@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to

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County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues;

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automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations, including all Federal Emergency Management

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Agency (FEMA) rules and regulations applicable to services rendered under this Contract. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and **ANY TRIAL SHALL BE NON-JURY**. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including all federal, state, and local laws, rules, regulations, codes, orders, criteria, licensing requirements and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest, rights, duties or obligations under this Contract without the prior written consent of the County. In the event of any assignment, the Consultant remains secondarily liable for performance of this Contract, unless the County expressly waives such secondary liability. The County may assign this Contract with prior written notice to Consultant.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work

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performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any

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right or remedy, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Withhold or suspend payment of all or any part of a request for payment;
- b. Require that the Consultant to refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- c. Exercise any corrective or remedial actions, to include but not be limited to:
 - (i) Requesting additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
 - (ii) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - (iii) Advising the Consultant to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - (iv) Requiring the Consultant to reimburse the County for the amount of costs incurred for any items determined to be ineligible.; and/or
- d. Terminate this Contract.

18.2 Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Contract or fails to insist on strict performance by the Consultant, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Consultant.

18.3 The Consultant and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the

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Consultant hereby assigns to the County any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

18.4 Upon termination of this Contract pursuant to this Section, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information and Contingent Fees.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

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20.2 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 21. Ownership of Documents.

21.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 22. Force Majeure.

22.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

22.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably

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foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County shall notify the Consultant of its decision in writing the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (3) terminate the Contract in whole or in part.

SECTION 23. Access And Audits of Records.

23.1 The Consultant shall maintain and make available adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least five (5) years after completion of work contemplated under this Contract. Copies of these documents and records shall be furnished to the County, its agents, employees or designee, County Clerk of Court, including any

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other agents of other State agencies or the Federal Government upon request as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant. Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subcontractors performing work on the project, and all other records of the Consultant and subcontractors considered necessary by the County for a proper audit of project costs.

SECTION 24. Independent Consultant Status.

24.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County. The County shall not be bound by any acts or conduct of the Consultant or its employees, agents, representatives, assignees, or subcontractors. The Consultant agrees to include this provision in all of its subcontracts under this Contract.

24.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 25. Indemnification and Limitation of Liability.

25.1 The Consultant shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the County, and their officers, agents, and employees, from suits, actions, damages, and costs, including reasonable

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attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property directly caused in whole or in part by the Consultant, its agents, employees, partners, or subcontractors. Further, the Consultant shall fully indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

25.2 In no event shall either party be liable for any exemplary, punitive, incidental, special, indirect or consequential damages of any kind, including, without limitation, any loss of profits or revenue, loss of use of property or equipment and business interruption losses, regardless of the cause of such damages, including, without limitation, any negligence (whether active, passive, sole, concurrent or gross), breach of duty (whether statutory, contractual or otherwise) or any other fault of either party or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise.

25.3 Notwithstanding any contrary provision in this agreement, contractor's liability for any and all claims arising out of or in connection with the agreement or the services shall not exceed, in the aggregate, two times the fees actually paid by client to contractor within the twelve (12) months preceding the event giving rise to the claim under this agreement. Such limitation of liability shall apply even if the liability asserted is based on negligence (whether active, passive, sole, concurrent or gross), breach of duty (whether statutory, contractual or otherwise) or any other fault of contractor or any other person or entity, and regardless of whether the claim is based in contract, tort, strict liability or otherwise; provided, however, for the avoidance of doubt, that such limitation of liability shall not apply if the liability asserted is based on fraud or willful misconduct.

SECTION 26. Insurance.

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26.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

26.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 27. Dispute Resolution Process.

27.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

27.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 34 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

27.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County

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Manager or designee.

27.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Nothing in this section shall be construed as to limit Consultant's rights and remedies at law, regardless of the decision of client.

SECTION 28. E-Verify.

28.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

28.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

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28.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 29. Public Records.

29.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

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duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

29.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

29.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

29.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

29.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs

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of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

29.6 A notice complies with Section 29.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 34 hereinbelow.

29.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 30. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

30.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract. The Consultant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Consultant's ability to satisfy its Contract obligations. The Consultant warrants that neither it nor any affiliate is currently on the convicted or discriminatory

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vendor lists, or on any similar list maintained by any other state or the federal government.

SECTION 31. Public Entity Crimes.

31.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

31.2 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

31.3 The County shall verify the Consultant and any subcontractor's against the Federal Excluded Parties List System to ensure the Consultant or subcontractor is not disbarred or excluded from receiving Federal contracts.

SECTION 32. Anti-Discrimination.

32.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

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SECTION 33. Advertising.

33.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 34. Notices.

34.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by email with delivery receipt, registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Doug Podiak, Public Works Director
45195 Musslewhite Road
Callahan, Florida 32011

Consultant: Witt O'Brien's, LLC
Attn: Cheryl Detillieu Joiner
818 Town and Country Blvd., Suite 200
Houston, Texas 77024

contractrequests@wittobriens.com with a copy
to cjoiner@wittobriens.com

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SECTION 35. Attorney's Fees.

35.1 Notwithstanding the provisions of Section 29 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 36. Authority to Bind.

36.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 37. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

37.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

37.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

37.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

37.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 38. Construction of Contract.

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38.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 39. Headings.

39.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 40. Entire Agreement and Execution.

40.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

40.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 41. Change of Laws.

41.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

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Initials [Signature]

SECTION 42. Scrutinized Companies.

42.1 The County may, at its option, terminate the Contract if the Consultant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

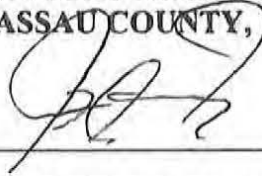
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IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

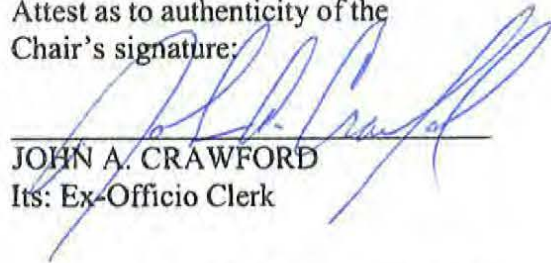


By: KLYNT A. FARMER

Its: Chairman

Date: 9-20-23

Attest as to authenticity of the
Chair's signature:

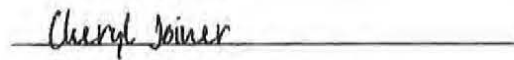


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

Denise C. May
DENISE C. MAY

WITT O'BRIEN'S, LLC



By: Cheryl Detillieu Joiner

Its: Director of Contracts & Compliance

Date: 9/6/2023

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**EXHIBIT "A"
COUNTY'S REQUEST FOR PROPOSAL**

REVISED

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

HURRICANE/DISASTER – FIELD DEBRIS MONITORING

RFP NO. NC23-034-RFP

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

HURRICANE/DISASTER – FIELD DEBRIS MONITORING

RFP NO. NC23-046-RFP

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

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SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The County is seeking proposals for Field Debris Removal Monitoring Services and Fixed Site Debris Staging, Reduction, and Disposal Monitoring to assist the County with Post-Disaster Debris Management ("Consultant", "Respondent", or "Vendor"). The Consultant will be compensated on specific rates of pay per position dedicated and working on the County job.

It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the County. The term of the contract will be for three (3) years, with a renewal clause for two (2) additional one (1) year renewal terms.

This solicitation will result in the selection of multiple experienced firms to perform monitoring functions on the removal, reduction, and lawful disposal of disaster-generated debris (other than household garbage) from public property, public rights-of-way, and at Temporary Debris Staging and Reduction Sites (TDSRS) in Nassau County, Florida, immediately after a tropical cyclone or other disaster.

1.2 BACKGROUND:

Nassau County has 90,000+ residents and local population growth is predicted to outpace that of rest of the Jacksonville Metropolitan Statistical Area over the next 15 years. There are three incorporated municipalities in the county, two of which are small rural communities: the Town of Callahan, in the inland southwest, has fewer than 2,000 residents, while the Town of Hilliard's population, in the inland northwest, is estimated to be near 3,500. More than 12,000 residents are located within the City of Fernandina Beach's limits on the north end of Amelia Island. The island has a large seasonal-resident population and attracts more than 500,000 tourists a year with its beach resorts, municipal airport, recreational facilities, historic national sites, and aquatic preserve.

Nassau County spans a total 726 square miles, only 652 of which are land. Nassau's border with Georgia in the north and northwest is formed by the St. Mary's River. The Nassau River and Thomas Creek separate Nassau and Duval counties to the south. The county's location in the northeast corner of Florida, climate, natural features, and built environment make the jurisdiction susceptible to natural and man-made hazards including severe thunderstorms, tropical cyclones, tornadoes, wildfires, and infectious disease. Its low elevation and myriad of creeks contribute to countywide riverine flood risk and the concave Atlantic coastline increase the threat of storm-tide flooding. From mid-2015 to mid-2020 Nassau County experienced impacts from nine named tropical systems, eight other significant flood events, three tornadoes, 171 wildfires of various magnitude, and three public health emergencies.

SECTION 2: SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION:

The firm must be capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large, wide-spread area in a timely and cost-effective lawful manner. The successful proposer(s)/(Monitoring Consultant) must be capable of assembling, directing, and managing a work force that can complete

debris monitoring operations. The Monitoring Consultant's personnel must be familiar with FEMA debris removal eligibility criteria.

When a major disaster occurs or is imminent, the County will contact the Monitoring Consultant to advise them of the County's intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris collection and removal from public streets and roads, public rights-of-way, County properties and facilities, and other public sites.

In preparation for an imminent tropical cyclone, and/or other natural disaster, monitoring crews may be asked to stage outside the forecasted impact area.

The County, upon contacting the Monitoring Consultant, will issue a purchase order and work task assignment. The issuance of the purchase order will allow the Monitoring Consultant to begin response preparations. The Monitoring Consultant will also begin coordination with County's Debris Removal Contractor and County Emergency Management Personnel. This may include staffing or preparing reports for the Emergency Operation Center.

The Monitoring Consultant shall have a maximum of 25 hours from notification by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Monitoring Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations, in compliance with applicable guidelines to comply with the applicable requirements for state or federal reimbursement. Disposal of debris will be at the County's or the contractor's approved sites. The Monitoring Consultant will be responsible for overseeing the lawful disposal of all debris and debris- by-products generated during reduction at all debris management sites.

2.2 SCOPE OF WORK:

Provide Fixed Site Debris Monitors, Field Debris Removal Monitors, Debris Monitoring Supervision, and Management to assist the County with oversight of debris removal services related to tropical cyclones and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, assessing debris eligibility at collection sites, documenting debris quantities, and verifying debris processing volumes, not professional engineering services. The Monitoring Consultant's personnel must be well-versed with FEMA's current debris removal eligibility criteria. All debris monitoring activities are to be in compliance with current FEMA guidance (i.e. the PAPPV4 and Public Assistance Debris Monitoring Guide 2021) and all applicable State, Local, and Federal regulations.

The Debris Monitoring Consultant must:

- Fully understand all phases of disaster debris management operations, including those taking place at loading sites, permitted Debris Management Sites (DMS) and Temporary Debris Storage and Reduction Sites (TDSRS), and final disposition sites.
- Be able to differentiate among multiple types of disaster-generated debris
- Have the capability to estimate debris quantities accurately and objectively
- Be able to properly complete load tickets and maintain data electronically

- Understand site safety requirements and procedures
- Possess previous Disaster Debris Monitoring experience.

The Monitoring Consultant will provide:

Fixed Site Debris Monitors:

Personnel to oversee the measuring, unloading, and reduction of debris at TDSRS. Fixed Site Debris Monitors will verify hauler capacity and document load quantities at each TDSRS. Per Federal Policy Guidance services shall include:

A minimum of one Tower/Site Monitor is required at each TDSRS to document load quantities and verify that trucks are emptied. Additional Tower/Site Monitors may be needed at exit points to verify trucks are completely emptied and at TDSRS reduction locations to document and verify production rates. Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by Consultant trucks and documented on load tickets. Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all Consultant trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Field Debris Monitors

Consultant will perform on-site, street-level debris monitoring at all debris loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. One Debris Loading Site Monitor shall be provided for each loading site and responsible for observing the collected debris, verifying the debris as eligible, and documenting the debris loaded. Consultant may also provide Roving Monitors who follow a debris collection truck throughout the day or checks multiple loading trucks and produces a Roving Monitor report. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load and retaining a copy of each load ticket issued
- Checking the area for safety considerations such as downed power lines or children playing in the area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely; immediately notifying supervisors of concerns regarding the safe operation of trucks and equipment.

- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or for transportation to a separate site for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
- Documenting and reporting to field supervisor any damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs, information about owner, and circumstances of the damage (who, what, when, and where).
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

Operations Manager:

Consultant will provide project management to oversee debris monitoring activities. Services will include:

- Oversight and Supervision of Monitor field activity
- Clerical Support personnel
- Scheduling of Monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

2.3 WORK HOURS AND SAFETY STANDARDS:

Work hours during a declared LSE or disaster are based upon the incident's Operational Periods, which are dependent upon the incident type, magnitude, and progression. Operational Periods may be longer than 12 hours and may continue for days or weeks.

2.4 TERM OF AGREEMENT/CONTRACT:

The Term of this Agreement/Contract is expected to be for an initial period of three (3) years from the date of execution by both the County and the successful Respondent.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year period, on a year-to-year basis. The selected Respondent shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

SECTION 3: QUALIFICATIONS AND EXPERIENCE

The County is seeking Fixed Site Debris Monitors, Field Debris Monitors, Debris Monitoring Supervision and Management to assist the County with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services.

The Consultant shall have similar experience in Florida and be familiar with all State and FEMA criteria.

SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS

4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:

The County's intended schedule for the project (tentative and subject to change): All times shown are Eastern Standard Time (EST).

| Event | Date | Time |
|---|------------------------|---------------|
| RFP Available on PlanetBids | April 14, 2023 | |
| Deadline for Questions | April 28 , 2023 | by 4:00 p.m. |
| County Responses to Questions Posted to PlanetBids | May 5, 2023 | |
| RFP Responses Due Date/Time and RFP Opening Date/Time | May 18, 2023 | by 10:00 a.m. |
| Evaluation Committee (Evaluate/Rank Firms) | Week of June 5, 2023 | TBD |
| Interviews of Shortlisted Firms (If needed) | Week of June 19, 20223 | TBD |
| BOCC Award/Approval | TBD | |

4.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):

Proposals must be submitted to the County's eProcurement system, [PlanetBids Vendor Portal](#). The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than time and date listed in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County on the time and date listed in Section 4.1.

4.3 PRE-SUBMITTAL MEETING AND QUESTIONS:

Pre-submittal meeting is not applicable. **Respondents are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#)**

4.4 ADDITIONAL INFORMATION/ADDENDA:

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S ePROCUREMENT SYSTEM, [PLANETBIDS VENDOR PORTAL](#) by the question deadline identified in Section 4.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment Form attached hereto as Attachment A.

4.5 RESPONSE FORMAT:

To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing

your response, the County's selection criteria are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

TAB 1 – Cover Letter

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should be by an authorized person that can legally bind the Respondent in this engagement.

TAB 2 – Table of Contents

Include a clear identification of the material included in the proposal by page number.

TAB 3 – Experience and Qualifications

Describe previous related work experience and qualifications in the subject area. Respondent should have a minimum of three (3) years' experience working for a governmental entity with similar responsibilities. Demonstrate a clear understanding of the Scope of Work and other technical and legal issues.

If applicable, the Respondent shall provide information as to the qualifications and experience of all other personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. In addition to above, the Respondent should provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Work.

TAB 4 – References

Provide a minimum of three (3) examples of similar projects with applicable reference information. References should include the following information:

- Client name, address, phone number, and e-mail address
- Description of all services provided
- Performance period
- Total contract value

The list of references for which similar work has been performed and the list shall include all similar contracts performed by the Respondent in the past five years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.

TAB 5 – Rate Schedule

Provide a proposed rate schedule.

TAB 6 – Attachments/Administrative Information

Include the following required attachments:

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Addendum Acknowledgement (Attachment A)
- Public Entities Crimes Statement (Attachment B).
- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachment D)
- E-verify Affidavit (Attachment F)

Certificate of Insurance (proof of current coverage). All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Respondent shall submit all information in the above order. Failure to do so may diminish the proposal's score.

4.6 INTENT:

It is the intent of Nassau County to issue a Standard Contract for Professional Service. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any person(s) responding to this Request for Proposals will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

4.7 RFP PROCESS EXPENSES:

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Consultant. It is further understood no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

4.8 PUBLIC ENTITIES CRIMES:

A person or affiliate who has been placed on the Convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any

goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided for "Category Two" in Section 287.017, Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list. By signature on this solicitation and confirmation on the attached form, Respondent certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

4.9 ASSURANCE:

The Respondent, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 5. EVALUATION AND SELECTION

5.1 EVALUATION/SELECTION COMMITTEE:

A Selection/Evaluation Committee will be appointed to select the most qualified Respondent. The evaluation/selection committee will be responsible for evaluating and ranking each proposal based upon the criteria listed below. The Committee may select a short-list of up to five (5) top-ranked proposals. A 100-point formula scoring system will be utilized.

5.2 CRITERIA:

| | <u>Point Range</u> |
|--|--------------------|
| Firm Experience and Expertise | |
| Previous related work experience and qualifications. Demonstrated knowledge and understanding of the Scope of Work, the County and its Emergency Management operations | 0-25 |
| Financial Stability | |
| Respondents are encouraged to submit in brief and concise form evidence of financial capacity, qualifications of key personnel to be | 0-25 |

assigned on this job, relevant experience, and your proposal for debris removal operations

Resources and Methodology

Overall approach and detailed plan for providing the services. 0-25
Consideration of services provided and approach to meeting goals and approach to meeting service objectives.

Cost Proposal 0-25

Total 0-100

5.3 ORAL PRESENTATIONS:

The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

5.4 ORAL PRESENTATION SCORING:

If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the scheduled presentation date.

SECTION 6. CONTRACT PROCEDURES

PRESENTATION TO THE BOARD:

The Emergency Management Director shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking.

The Remainder of this Page Intentionally Left Blank

**ATTACHMENT A
ADDENDA ACKNOWLEDGMENT**

| | |
|---|--|
| <p>Acknowledgment is hereby made of receipt of RFP addenda issued during the solicitation period.</p> | <p>Addendum # _____ through # _____</p> <p>Date:</p> |
| <p>Signature of Person Completing:</p> | |
| <p>Printed Name:</p> | <p>Title:</p> |

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH RESPONSE

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

1. This sworn statement is submitted with Response, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responds or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, _____ partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

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

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

Signature

Date

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20 _____ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires: _____

ATTACHMENT C**Experience of Respondent**

The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.

1. **FIRM NAME:** _____
 Address: _____
 County/State/Zip: _____
 Phone: _____ Email: _____
 Name of primary contact responsible for work performance: _____
 _____ Phone: _____ Cell Phone: _____
 Email: _____

2. **INSURANCE:**
 Surety Company: _____
 Agent Company: _____
 Agent Contact: _____
 Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: \$ _____

3. **EXPERIENCE:**
 Years in business: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of sub-vendors you may use: _____
 Has your firm: Failed to complete a contract: _____ Yes _____ No
 Been involved in bankruptcy or reorganization: _____
 Yes _____ No Pending judgment claims or
 suits against firm: _____ Yes _____ No

*Continues on Next
Page*

4. PERSONNEL

How many employees does your company employ: _____

| Position/Category (List all) | Full-time | Part-time |
|------------------------------|-----------|-----------|
| Management | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contract Person: _____

Phone: _____ Email: _____

Project Description: _____

Contract \$ Amount:

Date Completed:

**REMINDER:
THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG
WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.**

ATTACHMENT D
DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm)

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20 ___ by _____ who is ___ personally known to me or ___ produced _____ as identification.

Notary Public

My commission expires:

ATTACHMENT E

FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

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

are forwarded from tier to tier up to the recipient.

Civil Rights Act of 1964 – Title VI

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401– 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours & Safety Standards Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5).

Copeland "Anti-Kickback" Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Respondents and Sub- Respondents on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Respondent or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Davis-Bacon Act

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148).When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Debarment and Suspension

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.),

which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, Respondents, sub-respondents, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, Respondents, sub-Respondents, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35

U.S.C. § 200 et seq. All suppliers, Respondents, and sub-respondents, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, Respondents, and sub-Respondents, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, Respondents, sub-Respondents,

consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA PATRIOT Act of 2001

All suppliers, Respondents, sub-Respondents, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Respondent fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Respondent violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference. As appropriate and to the extent consistent with law, Nassau County Respondent should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban 2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.

ATTACHMENT F
NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES

Project Name:

Bid No./Contract No.: _____

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit

(Attachment "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and

- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ATTACHMENT "F-1"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT "F-2"
SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (Date) by _____ (Name of Officer or Agent, Title of Officer or Agent) of _____ (Name of Contractor Company Acknowledging), a _____ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Printed Name

My Commission Expires: _____

ATTACHMENT G
GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

| | |
|--|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Products & Completed Operations Aggregate Limit | \$2,000,000 |
| General Aggregate Limit (other than Products & Completed Operations) Applies Per Project | \$2,000,000 |

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

| | |
|---------------------------|-------------------------|
| Bodily Injury by Accident | \$500,000 Each Accident |
| Bodily Injury by Disease | \$500,000 Policy Limit |
| Bodily Injury by Disease | \$500,000 Each Employee |

* If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Respondent/Vendor, insured Sub-Respondent/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Respondent/Vendor or Sub-Respondent/Vendor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate \$1,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Respondent/Vendor shall require each of his Sub-Respondent/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Respondent/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Respondent/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, *except Workers' Compensation and Professional*

Liability, are primary and noncontributory to any insurance maintained by the Respondent/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy(ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Respondent/Vendors on Your Behalf (CG2294 or CG2295).

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426).

CGL policy shall include broad form contractual liability coverage for the Respondent/Vendors covenants to and indemnification of the Authority under this Contract.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Respondent/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Respondent/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Respondent/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Respondent/Vendor, in which event, Respondent/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau

County Board of County Commissioners shall have the right to back-charge Respondent/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Respondent/Vendors coverage based on the evidence of insurance provided by the Respondent/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Respondent/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Respondent/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Respondent/Vendor's right under any policy with higher limits, and no policy maintained by the Respondent/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Respondent/Vendor should maintain. Respondent/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Respondent/Vendor or any Sub-Respondent/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Respondent/Vendor or Sub-Respondent/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Respondent/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

SECTION 6. Term of Contract and Option to Extend or Renew.

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on _____. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 7. Compensation.

7.1 The Consultant shall be compensated in an amount not to exceed _____, in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the _____, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a

summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

SECTION 8. Standard of Care.

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

SECTION 9. Equal Opportunity Employment.

ATTACHMENT I
DRAFT CONTRACT
CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and _____, located at _____, hereinafter referred to as the “Consultant”.

WHEREAS, the County desires to obtain professional services for _____. Said services are more fully described in the _____, attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Consultant desires to render certain professional services as described in Exhibit “A”, and has the qualifications, experience, staff and resources to perform those professional services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant’s assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit “A”.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

Exhibit A VENDOR'S SCOPE OF PROFESSIONAL SERVICES

Exhibit B INSURANCE DOCUMENTS

SECTION 3. Employment of the Consultant.

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A".

SECTION 4. Scope of Services.

4.1 The Consultant shall provide professional services in accordance with Exhibit "A".

4.2 Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

SECTION 5. The County's Responsibility.

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the _____, or designee, to act on the County's behalf under this Contract. The _____, or designee, under the

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

SECTION 10. Access to Premises.

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

SECTION 11. Funding.

11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 12. Expenses.

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

SECTION 13. Taxes, Liens, Licenses and Permits.

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

13.3 The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 14. Governing Law, Venue and Compliance with Laws.

14.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

14.2 The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 15. Modifications.

15.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 16. Assignment and Subcontracting.

16.1 The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

16.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

16.3 The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 17. Severability.

17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent

Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 18. Termination for Default.

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

18.2 Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 19. Termination for Convenience.

19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 20. Nondisclosure of Proprietary Information.

20.1 The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

SECTION 21. Contingent Fees.

21.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

SECTION 22. Ownership of Documents.

22.1 The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

SECTION 23. Force Majeure.

23.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault

or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

23.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall

perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 24. Access And Audits of Records.

24.1 The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court 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 upon five (5) days' written notice to the Consultant.

SECTION 25. Independent Consultant Status.

25.1 The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

25.2 The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to

perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 26. Indemnification.

26.1 The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

SECTION 27. Insurance.

27.1 The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible

companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 28. Dispute Resolution Process.

28.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

28.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

28.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

28.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 29. E-Verify.

29.1 The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29.2 The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

29.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 30. Public Records.

30.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

30.3 If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

30.4 If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

30.6 A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

30.7 If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.

31.1 During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

SECTION 32. Public Entity Crimes.

32.1 In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 33. Anti-Discrimination.

33.1 The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 34. Advertising.

34.1 The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

SECTION 35. Notices.

35.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn:

96135 Nassau Place
Yulee, Florida 32097

Consultant: [Consultant Address]
Attn: [Consultant Contact Person]
[Consultant Address]

SECTION 36. Attorney's Fees.

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 37. Authority to Bind.

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

38.4 The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

SECTION 39. Construction of Contract.

39.1 The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 40. Headings.

40.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 41. Entire Agreement and Execution.

41.1 This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

41.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 42. Change of Laws.

42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either

party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

By: _____
Its: _____
Date: _____

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

DENISE C. MAY

COMPANY'S NAME

By: _____
Its: _____
Date: _____



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Lanaee Gilmore, Procurement Director
SUBJECT: Addendum #1
Request for Proposals Number NC23-034
Hurricane/Disaster - Field Debris Monitoring
DATE: May 8, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers

- 1. Section 35. Notices - Will the County consider email with delivery receipt to communicate notices?

Answer: Yes.

- 2. Please confirm that this bid, NC23-034RFP, corresponds with NC23-046-RFP, the number on the provided documents, which carries the same name but otherwise does not exist on PlanetBids.

Answer: NC23-034 is the correct RFP number, NC23-046 is a typo. Revised cover page is included with this addendum.

The solicitation due date and opening time remains: May 18, 2023 at 10:00 AM EST

Attachment: Revised Cover Page for NC23-034.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name _____

Vendor Signature: _____ **Date:** _____

End of Addendum #1

REVISED

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

HURRICANE/DISASTER – FIELD DEBRIS MONITORING

RFP NO. NC23-034-RFP

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

RFP NO. NC23-046-RFP
MAY 18, 2023 | 10:00 AM EDT

WITT O'BRIEN'S
WITH YOU WHEN IT COUNTS

A PROPOSAL FOR THE COUNTY OF NASSAU, FLORIDA

HURRICANE/DISASTER- FIELD DEBRIS MONITORING



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1. COVER LETTER

May 18, 2023

Nassau County Board of County Commissioners

RE: Hurricane/Disaster – Field Debris Monitoring

Dear Mr. Martin and Members of the Selection Committee:

Since 2018, Witt O'Brien's has been under contract as your primary debris monitoring firm, but we have supported you for nearly a decade as we were previously available under a cooperative agreement contract since 2013. Under that contract, we provided debris monitoring services for you following Hurricane Irma, where we monitored the removal of nearly 260,000 CY (cubic yards) of vegetative and construction & demolition (C&D) debris and more than 7,000 hazardous trees.

We are pleased to submit this proposal to Nassau County (the County) to continue providing as-needed, emergency debris monitoring and recovery services. As the frequency of extreme weather events continues to rise and we prepare for the 2023 hurricane season, we are ready to assist the County as we have before, with pre-event planning and post-event debris monitoring efforts to support your disaster response activities and maximize your reimbursements.

We have the experience and capabilities necessary to meet the proposal requirements and evaluation factors and perform all debris monitoring services outlined in the RFP. As described in our proposal, our success is based on a combination of experience, capacity, tools, knowledge, and relationships:

- ***Nationally recognized, full-service disaster recovery firm.*** Since 2001, Witt O'Brien's has helped state and local clients prepare for, respond to, and recover from more than 40 major disasters, including hurricanes from Frances (2004) to Ian (2022). Our team has managed the recovery of more than **50 million CY of debris** across 140 projects, resulting in more than **\$400 million in hauling costs**. We have helped our clients justify, secure, and employ more than **\$75 billion in disaster recovery funding** across the spectrum of available sources, including \$15 billion in COVID-19-related funding.
- ***Capacity to respond to multiple disasters.*** Witt O'Brien's meets its debris monitoring clients' needs, even with multiple, simultaneous activations. We maintain a robust program management system for proactive management of clients, contracts, and staff. Currently, Witt O'Brien's has more than 1,200 employees nationwide with nearly 400 debris monitoring staff and a larger network of monitors, backed with full-service recruiting for local hires. In 2022, following Hurricane Ian, we successfully managed **7 simultaneous debris monitoring projects in Florida with more than 310 staff**. Similarly, in 2021, we managed **5 different projects involving more than 735 staff** across Louisiana following Hurricane Ida.
- ***Automated Debris Management System (ADMS) for secure and accurate data collection and management.*** A cornerstone of our approach is the use of our proprietary ADMS, **DebrisPro™**—a securely hosted, multi-device-supported, web-enabled system that allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost-recovery activities.



- ***Real-time progress reporting and performance improvement.*** Using our geographic information system (GIS) tools and **DebrisPro™** we will provide frequent updates on debris removal progress along with the detailed metrics. To provide the County with recommendations to improve efficiency, we will regularly analyze collection quantity data against project goals to determine where operational improvements can be made.
- ***Cost-effectiveness.*** Our management team continually monitors operational resources required and makes adjustments to staffing as needed to minimize costs. In particular, we maintain the **minimal span of control required to effectively monitor** removal operations.
- ***Focus on staff preparedness through training and safety.*** Witt O'Brien's requires all debris monitoring staff to complete a comprehensive training program that focuses on safety as well as Federal Emergency Management Agency (FEMA) requirements. We also perform drug screenings, criminal background checks, and motor vehicle operating record reviews for all our temporary employees.
- ***Knowledge of Federal programs informs how we conduct debris management and monitoring—with knowledge of how to ensure maximum reimbursement.*** Our corporate and personnel experience and capabilities span all Federal funding programs, and our staff remain on the cutting edge of policy and program changes. Both our full-time and on-call debris monitoring staff are trained on any updates to FEMA's Public Assistance Program and Policy Guide (PAPPG) (e.g., Version 4) and FEMA's Public Assistance (PA) Debris Monitoring Guide (updated March 2021).

Witt O'Brien's appreciates your time and consideration and stands ready to assist the County. If awarded, Witt O'Brien's looks forward to working in good faith with the County to negotiate mutually agreeable contract terms tailored to the scope of work. For any questions about this proposal or our capabilities, please contact Scott Stoermer, Managing Director, at 314-920-6193 or sstoermer@wittobriens.com and please cc contractrequests@wittobriens.com.

Respectfully,

Witt O'Brien's, LLC

A handwritten signature in cursive script that reads "Cheryl Joiner".

Cheryl Detillieu Joiner, CPCOM
Director of Contracts & Compliance

2. EXPERIENCE & QUALIFICATIONS

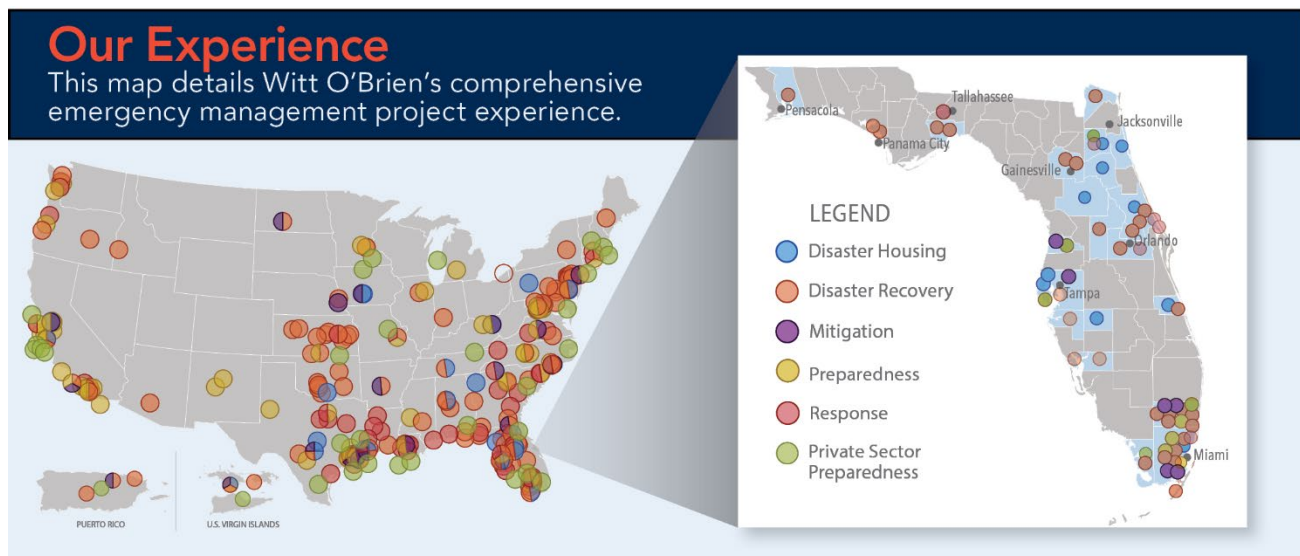
Witt O'Brien's is a firm focused on emergency management advisory services to improve the resilience of communities nationwide. Unlike other firms that might have a single division working in emergency and crisis management, Witt O'Brien's entire business portfolio focuses on disaster preparedness, response, recovery, and mitigation.

2.1 OVERVIEW OF WITT O'BRIEN'S

Our firm was formed in 2009 by a merger between O'Brien's Response Management (founded in 1983) and Witt Associates (founded in 2001) and is a wholly owned subsidiary of Ambipar Holdings, USA. Our firm is headquartered in Houston, Texas, and we have more than 1,200 employees serving clients nationwide. While we are nimble enough to respond quickly to our clients' needs, we possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work.

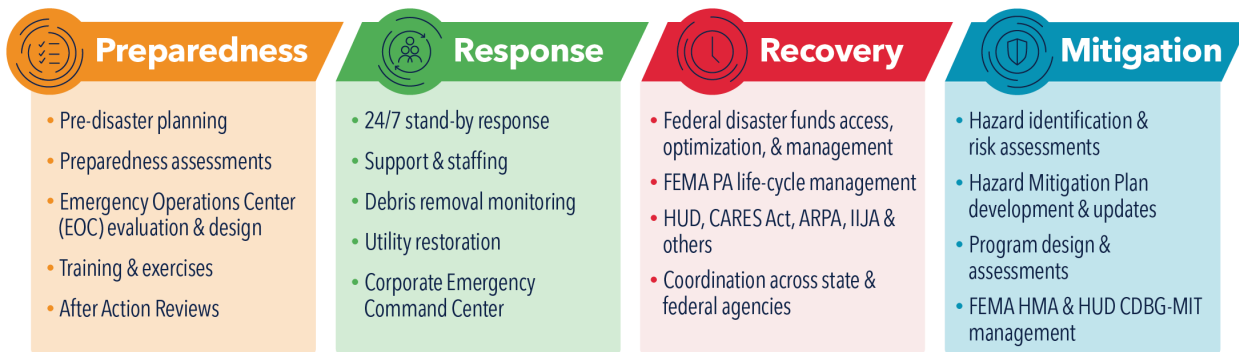
All of what we do at Witt O'Brien's is aimed at one overarching goal: to help the clients we serve get the help they need when they need it. As shown in **Exhibit 1**, for more than 20 years, Witt O'Brien's and its legacy entities have provided response and recovery support following some of the most significant disasters in our Nation's history, including hurricanes, floods, tornadoes, and winter storms.

Exhibit 1: Witt O'Brien's Emergency Management Project Experience



Throughout our history, we have strived to make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats. We have provided fully integrated program design, delivery, and management—from preparedness and planning to disaster response and recovery operations—in all 10 FEMA regions. A summary of our services is presented in **Exhibit 2**.

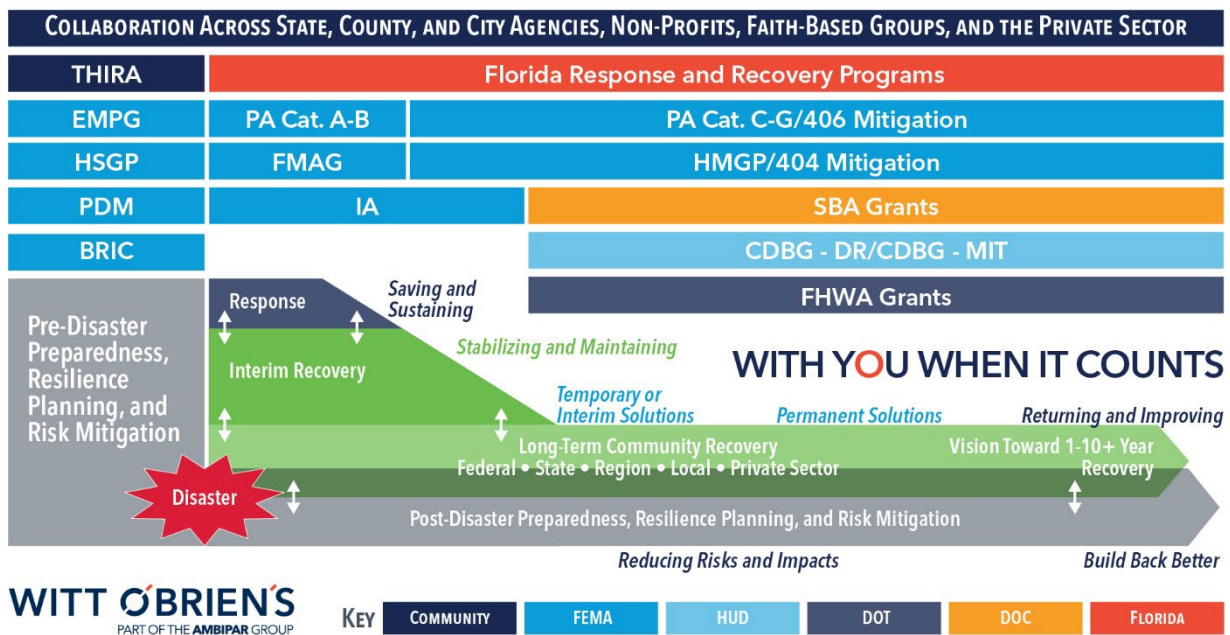
Exhibit 2: Witt O'Brien's Emergency Management Cycle Service Offerings



Although we support the entire disaster cycle, our strength is in our disaster recovery work, where our services include not only disaster debris monitoring but also grants management (including FEMA PA, COVID-19, Federal Highway Administration (FHWA) grants, etc.), and hazard mitigation support.

As shown in Exhibit 3, we understand and are experienced in the full suite of federal disaster recovery programs and the interrelationship of agencies involved in the process.

Exhibit 3: Interrelationship of Agencies in the Disaster Recovery Cycle (Confidential/Trade Secret)



Since 2001, Witt O'Brien's experts have helped manage and implement **over \$40 billion in grants funding reimbursements** across FEMA PA services, preparing and assisting with the implementation of more than **80,000 Project Worksheets (PWs)**. We have done this at the Recipient and Subrecipient levels, at the time of FEMA PW formulation, and at the phase of a disaster where critical eligibility and FEMA policies are decided. We are currently working through this process for COVID-19

cost recovery for dozens of counties and cities, as well as educational institutions and healthcare facilities.

Witt O'Brien's staff and leadership also have extensive experience with FEMA's hazard mitigation programs, including the Hazard Mitigation Grant Program (HMGP), legacy Pre-Disaster Mitigation (PDM), Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA). Since 2001, Witt O'Brien's has provided expert support for Section 404 and 406 hazard mitigation funding following our Nation's most significant disasters.

2.2 EXPERIENCE IN DEBRIS REMOVAL MONITORING

A core element of our services is monitoring the removal and disposal of disaster-generated debris in compliance with FEMA requirements for cost reimbursement. **For nearly 20 years, Witt O'Brien's has overseen 140 debris management projects totaling more than 50 million CY of debris and \$400 million in hauling costs.** We have also monitored the removal and disposal of more than 8 million pounds of solid waste. Our firm currently holds more than 75 standby debris monitoring contracts, all of which involve direct cooperation and collaboration with local clients, statewide emergency and environmental agencies, and FEMA.

We offer expertise and technical advice on all debris management activities, such as developing FEMA-compliant debris monitoring and action plans; hiring and training field staff; identifying ineligible debris, measuring and certifying trucks; managing hazardous debris; monitoring residential drop-off; tracking and reporting damages; managing and reporting data; disseminating information to the public; and documenting removal costs. We can supplement this support with planning (i.e., developing



comprehensive emergency management plans), conducting training and exercises, and assisting with grants management of recovery funding.

Our automated debris management system (ADMS), **DebrisPro™**, enables us to capture and document debris operations in real-time, reducing the likelihood of errors or lost records. We mobilize rapidly, adjust to fluid circumstances, seamlessly implement our field-tested and proven operating procedures, and provide successful debris monitoring services.

Witt O'Brien's has provided debris monitoring services at the state, county, and city levels in response to a wide range of events, including hurricanes, floods, tornadoes, and winter storms. While most of our projects have involved debris removal from public property and public rights-of-

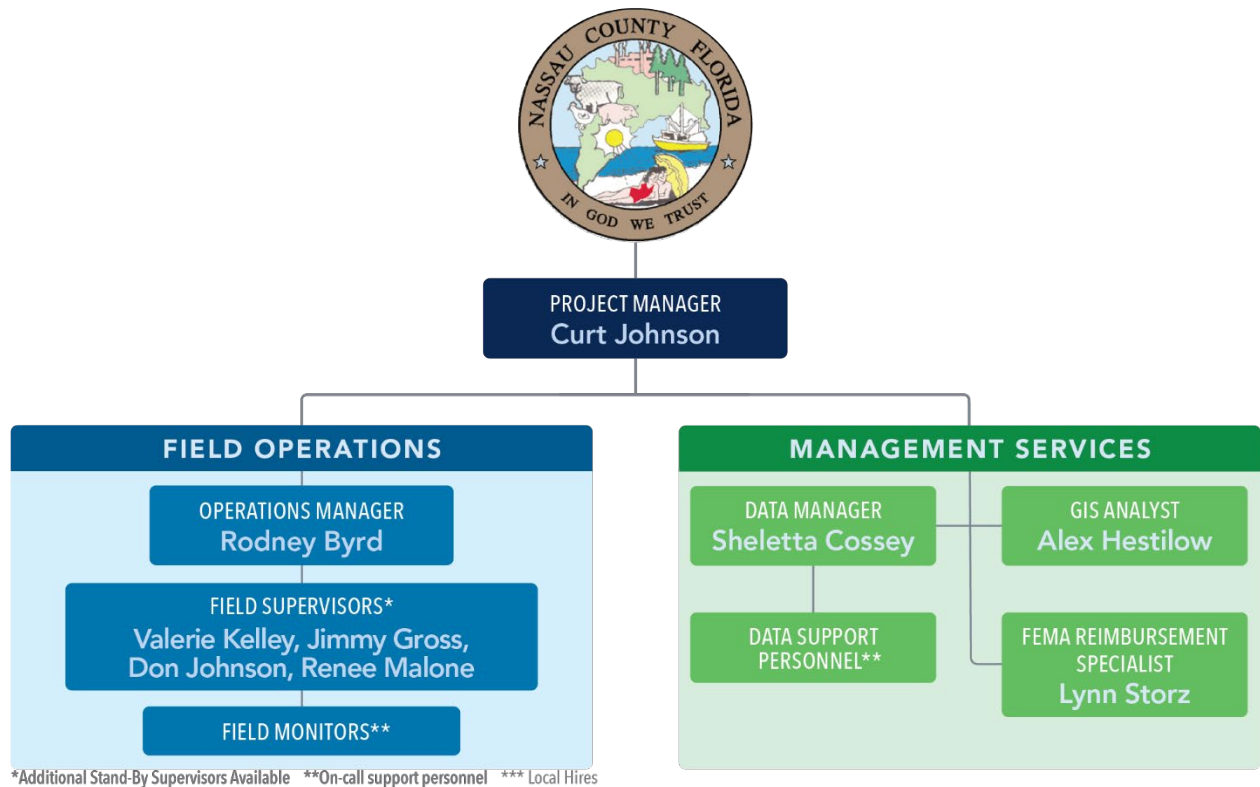
way (ROW), we also have experience in situations requiring special handling and compliance, including private property debris removal (PPDR), waterway debris removal, and operations near environmental or historic sites.

Per the RFP instructions, we have provided a table of similar experience in the past five years (including Hurricane Irma operations). The Consultant shall have similar experience in Florida and be familiar with all State and FEMA criteria.

2.3 PERSONNEL QUALIFICATIONS

Witt O'Brien's is pleased to provide a highly experienced and professional team of debris monitoring specialists to the County. This management team will be supported by a highly experienced team of debris monitoring professionals that bring the necessary credentials, skills, and qualifications to this engagement. **Exhibit 4** presents our proposed team to support your debris monitoring operations. Additionally, we have included short bios here with longer resumes in **Section 5**. For our monitoring and administrative staff, we typically hire locally to support the jurisdiction's economy.

Exhibit 4: Witt O'Brien's Debris Monitoring Organizational Chart



- **Curt Johnson**, our **Project Manager**, will serve as the County's primary, day-to-day point of contact. He will be responsible for ensuring work safety and compliance, monitoring and tracking the overall project costs, and working with the hauling contractor to make sure debris removal efforts are accomplished in a timely, cost-effective manner, to reduce the financial burden to the County.
- **Rodney Byrd** will serve as the team's **Operations Manager**. He will be responsible for managing and coordinating all field operations, including overseeing the training program, assigning

monitoring crews to work locations, coordinating schedules and assignments with the debris removal contractors, and ensuring that all documentation is complete and correct.

They will be supported by our corporate Managing Director (Scott Stoermer) and Associate Director of Operations for debris monitoring (Victoria Kelley).

Curt Johnson

PROJECT MANAGER



Curt has more than 15 years of professional experience, including 10 years supporting and managing debris removal monitoring projects in response to major disasters. Curt has served as Project Manager or Operations Manager for debris removal monitoring projects following **Hurricanes Ian, Ida, Isaias, Florence, Matthew, Irma, Maria, Hermine, Isaac, and Sandy**. To date, he has overseen the removal, management, and reduction of **10 million CY** of various types of debris, including vegetative, C&D, hazardous trees/limbs, e-waste, and white goods. Curt is experienced in **PPDR and the process of obtaining ROEs**. Large-scale efforts include New Hanover County, NC (1.7 million CY); Livingston Parish, LA (850,000 CY); and Edgewater and Ponce Inlet, FL (275,000 CY). He has also managed debris removal operations in sites requiring coordination and compliance with **environmental and historical preservation** requirements.

Training and Certifications:

FEMA: IS-35.23, IS 37.23, IS-100.c, IS-101.c, IS-102.c, IS-200.c, IS-230.d, IS-235.c, IS-632.a, IS-633, IS-700.b, IS-800.c, IS-1113; Certified Hazard Analysis and Critical Control Points (HACCP) Manager; OSHA 40-Hour HAZWOPER

Rodney Byrd

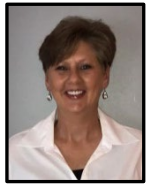
OPERATIONS MANAGER



Rodney brings more than 20 years of senior management experience, including 6 years in disaster recovery and debris monitoring. He has been Project Manager for the removal of **millions of CY** of storm-related debris, including vegetative and C&D debris, **hazardous trees, household hazardous waste (HHW), white goods, and e-waste, from both ROW and private property, private roads, commercial property, and state roads**. He has also overseen demolition of private property. He has been on the debris monitoring management team following Hurricanes Ian, Ida, Zeta, Laura, Barry, Florence, Irma, and Harvey for **20 different local governments**. In 2021, he was responsible for the successful execution of **5 debris monitoring contracts** simultaneously involving more than 2 million CY of vegetative and C&D debris, 8 million lbs. of solid waste, and more than 26,000 hazardous trees/limbs. He has an advanced working knowledge of **FEMA PA eligibility guidelines** and experience working with state and Federal agencies to ensure all documentation requirements are met for reimbursement.

Training:

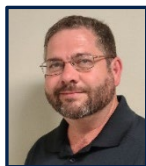
FEMA: IS-100.c; IS-200; IS-200.b; ICS-300; ICS-400; IS-632.a; IS-633; IS-700.b; IS-800.c; IS-1113; IS-35.23; IS-37.23; OSHA 40-Hour HAZWOPER

Valerie Kelley
FIELD SUPERVISOR


Valerie has more than 20 years of management experience, including 5 years in disaster recovery and debris monitoring. Valerie has both managed and been a part of management teams monitoring the successful removal of **millions of CY of storm-related debris**, including vegetative and C&D debris and **hazardous trees**. She is experienced in debris removal not only from public ROW but also **PPDR**, private roads, commercial property, and state roads. Following Hurricane Ian in 2022, Valerie served as **Project Manager for Venice, Florida, overseeing the removal of nearly 200k CY** of vegetative and C&D debris. She has managed operations for debris monitoring projects following Hurricanes **Ian, Ida, Zeta, Laura, Isaias, and Florence** for multiple clients. Valerie has experience dealing with state and Federal agencies to ensure all requirements are met for **reimbursement**.

Training:

FEMA: IS-20.22; IS-21.22; IS-35.22; IS-37.23; IS-100.C; IS-100.Ie; IS-200.a; IS-632.a; IS-700.b; IS-800.b; IS-1113; ICS-300; ICS-400; OSHA 40-Hour HAZWOPER

Don Johnson
FIELD SUPERVISOR


Don has 9 years of professional experience, including 5 years in debris monitoring operations following hurricanes and wildfires. Don served as **Debris Monitor, Field Supervisor, and Operations Manager for debris monitoring in Florida and Louisiana following Hurricanes Michael, Sally, and Ida**. Most recently, he served as Operations Manager for Witt O'Brien's debris monitoring in Lafourche Parish, Louisiana, after Hurricane Ida. As part of his responsibilities, he managed the **PPDR/demolition program, overseeing survey crews** in the field collecting data to build survey packets to submit to FEMA for approval. He was also a Strike Team Leader for multiple debris monitoring operations following **wildfires in California**, where he focused on identifying eligible hazard trees and working with PPDR. He also has experience with **white goods and HHW**.

Training:

FEMA: IS-100, IS-200, IS-632.a, IS-633, IS-700, IS-800, OSHA 40-Hour HAZWOPER

James "Jimmy" Gross
FIELD SUPERVISOR


Jimmy has 7 years of experience in field operations of debris removal monitoring in response to major disasters, supporting projects totaling **nearly 2 million CY** of various types of debris and more than 20,000 hazardous trees. Following Hurricane Ian in 2022, Jimmy was **Project Manager for debris monitoring operations in Edgewater and Ponce Inlet, Florida, overseeing the removal of more than 125k CY of debris**. He also served as Project Manager and Operations Manager for debris monitoring operations in the Greater Lafourche Port Commission and City of Thibodaux (Louisiana), respectively, overseeing removal of nearly 200k CY of debris and 750 hazardous trees/limbs. Jimmy was Operations Manager for Witt O'Brien's debris removal operations in New Hanover County, NC, after

Hurricane Florence, responsible for monitoring the removal of **1.6 million CY of vegetative and C&D debris** and nearly 8,000 hazardous trees/limbs.

Education, Training, and Certifications:

*Level 3 Mechanic Technician, Wyotech Technical School; Certified Structural Welder, Daytona State College
 FEMA: IS-100, IS-120, IS-200, IS-240, IS-632.a, IS-633, IS-700, IS-800*

Renee Malone

FIELD SUPERVISOR

Renee has nearly 20 years of professional experience in emergency management, including 7 years in debris monitoring. She has served as **Field Supervisor for more than 10** Witt O'Brien's debris monitoring projects in Florida, Louisiana, North Carolina, Texas, Georgia, and the USVI, helping to oversee more than **4.5 million CY** of vegetative and C&D debris. She was Field Supervisor in Venice and Lake County, Florida, after Hurricane Ian in 2022. Following Hurricane Ida (2021), she was Field Supervisor for debris monitoring operations in Lafourche Parish, LA, which involved more than **1.5 million CY of debris, 9,000+ hazardous trees/limbs, and 1,900+ pieces of white goods**, including items with putrescent waste. She has participated in recovery efforts across multiple disasters, including hurricanes, floods, tornadoes, and wildfires, and has addressed **hazardous trees, damaged power grid debris, PPDR, white goods, e-waste, and HHW**.



Training:

FEMA: IS-007; IS-015.a, IS-100.c, IS-101, IS-200, IS-292, IS-340, IS-546, IS-547, IS-632.a, IS-650, IS-700.b, IS-702, IS-703, IS-800.c, IS-800.b

Sheletta Cossey

DATA MANAGER

Sheletta has more than 20 years of professional experience, including 6 years in debris monitoring, data management, and data administration. She has been the firm's Data Management Lead for **multiple large-scale, concurrent debris monitoring projects**, overseeing data processes and procedures for reimbursement for all debris monitoring projects from start-up through reconciliation and closeout. She has also served as Data Manager for multiple projects, determining CY estimations and managing more than **3,000 tickets and 20,000 CY daily**. For the past 5 years, Sheletta has assisted Florida clients in providing Public Assistance (PA) cost eligibility documentation in response to FEMA and state audits of Hurricane Irma Category A debris costs.



Education and Training:

BS, Business Administration, Allied American University; FEMA: IS-100, IS-200, IS-230, IS-235, ICS-300, IS-318, ICS-400, IS-632.a, IS-633, IS-650, IS-700, IS-800, IS-1000, IS-1002, IS-1101; OSHA 24-Hour HAZWOPER

Alex Hestilow
GIS ANALYST

Alex is a GIS Specialist with 12 years of experience in geographic mapping and data compilation.



She is proficient with multiple types of GIS software, including ArcGIS and ESRI ArcSDE 10.4.1. During disaster events, she manages the Common Operating Picture/Platform for Witt O'Brien's. During debris monitoring and management projects, Alex is responsible for developing and updating maps and other displays; geo-locations; and obtaining geospatial coordinates for debris management sites, collection centers, staging areas, and other important locations. Alex is also experienced in the development and management of oil spill trajectories, environmental sensitivity maps, and load ticket systems embedded in web applications.

Education, Training, and Software Licenses:

MS, Geographic Information Systems, Sam Houston State University; BA, Geography, Texas Tech University. FEMA: IS-100, IS-200, ICS-300. Software: ArcGIS & Arc Catalog, ESRI ArcSDE 10.4.1, MS Access, ASA Oil Map, Adios & Aloha, Hazus

Lynne Storz
FEMA REIMBURSEMENT SPECIALIST

Lynne is a FEMA PA program specialist with nearly 30 years of professional experience



providing technical assistance to local and state clients. Since joining Witt O'Brien's in 2004, Lynne has supported numerous disaster recovery efforts. She is experienced in use of the FEMA PA Grants Portal and is skilled at providing training on the Grants Portal to her clients. Lynne is also experienced with preliminary damage assessments, project formulation, appeals and arbitration, and project closeout and reconciliation. Lynne's experience includes managing disaster debris monitoring operations and providing state-wide planning and training on FEMA debris regulations.

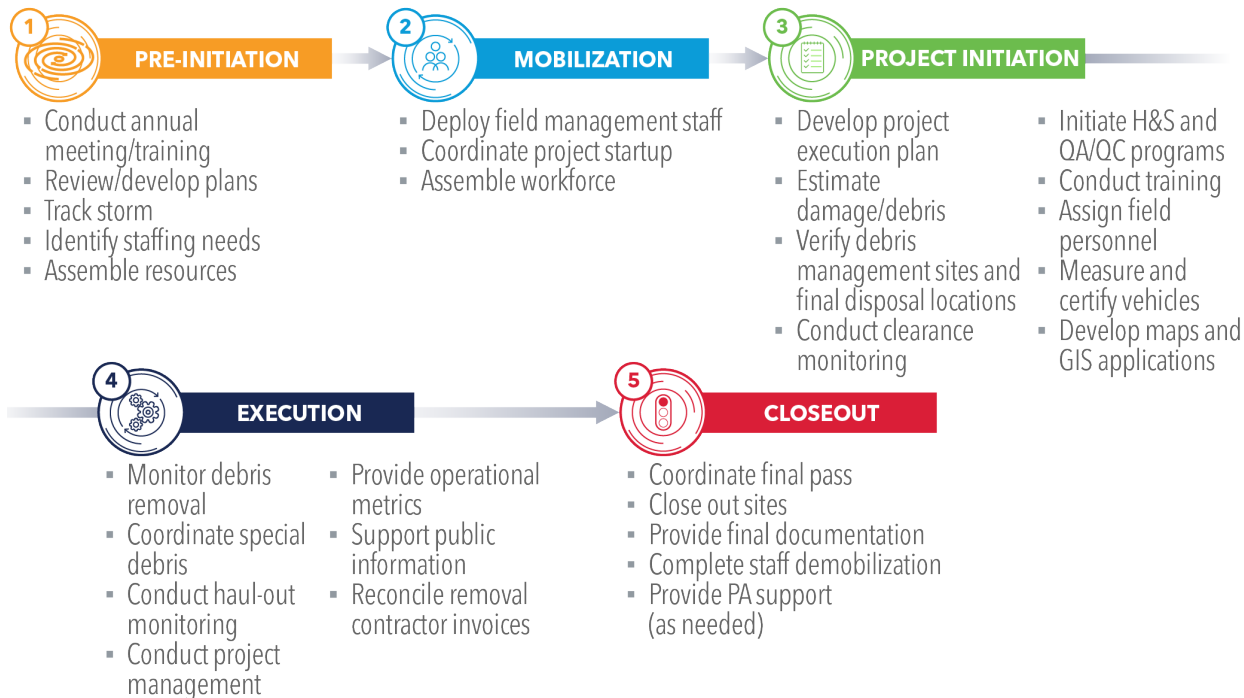
Education and Training

Master of Urban and Regional Planning and BS, Sociology, Portland State University. FEMA: IS-001, IS-003, IS-026, IS-100, IS-120, IS-130, IS-200, IS-253, ICS-300, IS-393, ICS-400, IS-403, IS-546, IS-547, IS-548, IS-559, IS-630, IS-631, IS-632, IS-700, IS-800, IS-801, IS-802, IS-803, IS-804, IS-805, IS-806, IS-807, IS-808, IS-809, IS-810, IS-811, S-812, IS-813, IS-814, G-318

2.4 UNDERSTANDING AND APPROACH TO SCOPE OF WORK

Exhibit 5 presents our overall, phased approach to debris monitoring projects, which consists of a series of sequential yet interdependent phases: (1) Pre-initiation, (2) Mobilization, (3) Project Initiation, (4) Execution, and (5) Closeout.

Exhibit 5: Witt O'Brien's Phased Approach to Debris Monitoring Management

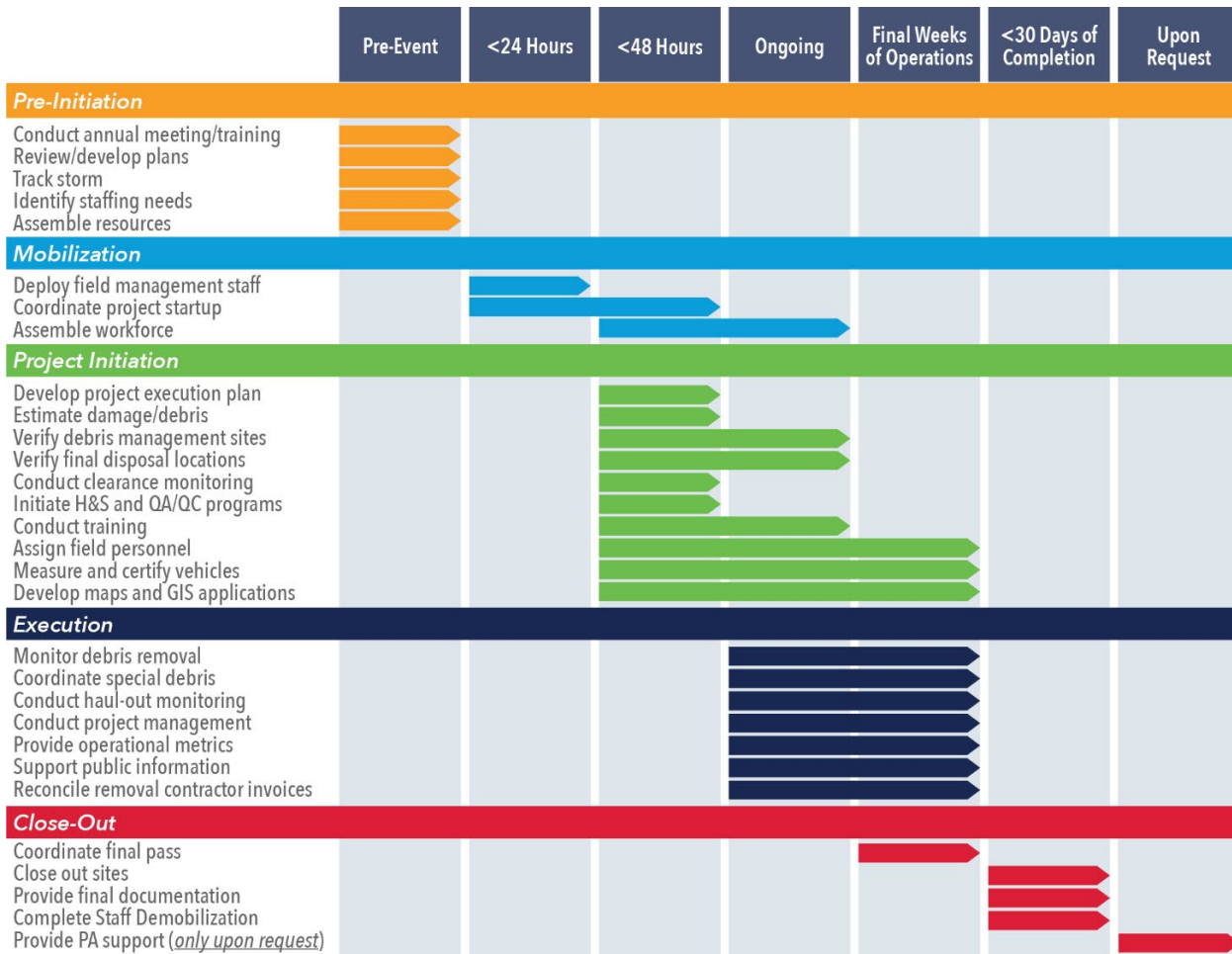


A cornerstone of our approach is the use of our proprietary Automated Debris Management System (ADMS), **DebrisPro™**, a securely hosted, multi-device-supported, web-enabled system that integrates the best of technology, tools, server infrastructure, hand-held devices, and a web portal to capture, track, and document data from field operations for data management and reporting.

The following sections describe our full lifecycle approach to debris monitoring services from contract award to closeout of a specific event. As such, they provide details on our complete set of services to demonstrate our experience and capabilities. We recognize that not all elements of our approach will be applicable to all events. For example, no-notice events—such as tornadoes—will preclude some of the pre-initiation activities.

Exhibit 6 presents a nominal schedule of execution across the five phases. The actual sequence of events, and whether specific services are required, will vary depending on each client's needs and the actual disaster event.

Exhibit 6: Schedule of Project Execution



PRE-INITIATION

The pre-initiation activities fall into two types: (1) non-event-specific activities, which include contract execution following award and any related ongoing planning, training, and administrative processes; and (2) event-driven activities, including tracking an anticipated disaster (e.g., pending hurricane) and beginning preparations.

Non-Event-Specific Activities

From our experience, we understand the importance of working with each client, their removal contractor, and other stakeholders to conduct debris management planning well in advance of any activation. These pre-event activities are crucial in solidifying relationships with the staff that will be involved in these emergency response functions and in understanding the client’s expectations.

Following award, Witt O’Brien’s Regional Manager will conduct an annual pre-event meeting with the County and the removal contractor to conduct activities such as the following:

- Review/revise debris management plan and ensure compliance.

- Present any revisions to FEMA reimbursement eligibility and other procedural changes that may impact debris monitoring activities.
- Review documentation for debris removal contractor to ensure it complies with current policy for Federal and state reimbursement.
- Prepare for activation progress tracking by obtaining data such as GIS zone shape files and removal contractor scope of work (SOW) and line-item rates.
- Develop a communications and customer service coordination plan to be activated upon mobilization.
- Assess status of staging or reduction locations (e.g. Temporary Debris Staging and Reduction Sites [TDSRSs] and final disposal sites.
- Train County staff on the monitoring process, with a focus on eligibility criteria and documentation requirements to help them understand how they receive funding.

As appropriate, this meeting can serve as a tabletop exercise to evaluate the debris removal plan, procedures, and training, including identification of recommendations for improvement.

The team will continue to coordinate with client staff year-round to ensure open and effective lines of communication and to identify desired services.

Event-Driven Activities

Our event-driven approach is typically conducted in response to an anticipated threat, such as a hurricane, but is also relevant to any pre-mobilization preparation.

As part of Pre-Initiation, our Regional Manager will continually track potential weather events and other threats that could affect clients within the region. If it appears a client area will be impacted by such an event, the Regional Manager will coordinate with the debris removal contractor to develop an estimate of debris quantities and the resulting staffing needs for both the removal contractor and the monitoring firm. He will also initiate the processes for assembling the field monitoring workforce, as discussed in more detail below in “Coordinate Project Start-Up.”

Our Regional Manager will then convene the management team and begin to move resources and supplies into place. We maintain and manage scalable, pre-loaded and staged Rapid Response Packages in four locations. They include the following for expedited deployment and self-sufficiency: Hand-held ADMS units; laptops and desktop computers; generators; cell phones and mobile Wi-Fi hotspots; pre-printed forms and documents; Bluetooth printers; personal protective equipment (PPE) and first-aid kits; office and field supplies; and pre-identified vendor lists.



MOBILIZATION

We understand that during a disaster, our role is to augment and strengthen the County’s capacity to respond. Therefore, our goal is the rapid mobilization and integration of our debris-focused leadership and field personnel with all participants of the larger response and recovery team.

Deploy Field Management Staff

Following a Notice to Proceed (NTP), the management staff will be deployed along with other available trained field personnel and the Rapid Response Package. Within 25 hours of activation, they will meet with County staff to commence work.

As requested and if feasible, one or more staff from the management team can be deployed in advance of an anticipated event and will shelter in place, along with an initial portion of the required resources.

Coordinate Project Start-Up

Upon mobilization, our management team will conduct a kick-off meeting with County officials and the removal contractor to assess current debris activities and identify needs and priorities. Specifically, they will determine operational priorities and objectives, discuss the project scope and timeline expectations, and identify documentation or information-sharing procedures. This will form the basis for the Project Execution Plan. The management team will also verify that all proper documentation is in place for TDSRS locations and disposal sites. If such sites are not yet in place, our team can assist during Project Initiation (see below).

During Hurricane Irma, we activated and deployed more than 1,500 personnel by recruiting and hiring locally, obtaining personnel from staffing agencies, and assigning personnel from other parts of the company.

Assemble Workforce

Once staffing needs are validated, our team will assemble the full workforce using the following:

- **Network of Vetted Debris Staff.** Currently, Witt O'Brien's has more than 1,200 employees nationwide with a cadre of more than 400 dedicated to debris monitoring and a network of more than 700 debris monitors eligible for rehire. During the pre-event phase, our management team will begin communications with both the staff in the cadre and the monitors in our network to assess their availability.
- **Local Hires.** We understand that disasters impose economic hardships on communities and are committed to hiring additional local personnel on our projects. We will conduct hiring campaigns to identify, pre-screen, and conduct all pre-employment paperwork to allow for rapid hiring and deployment of monitoring personnel. We will also activate Witt O'Brien's standard procedures for broadcasting job announcements (via radio, Internet, newspapers, unemployment offices, college job boards, local veteran hiring initiatives, and churches). Depending on the size of the project, we will establish Human Resources (HR) hiring centers in the affected area that can be quickly mobilized, transported, and set up to allow for immediate vetting and hiring.
- **Staffing Agencies.** Witt O'Brien's has agreements with multiple staffing agencies, including small, disadvantaged businesses, who can assist us by extending employment opportunities to the local community.

Witt O'Brien's regularly uses E-Verify to screen potential employees and we conduct background checks, drug tests, and motor vehicle safety tests. We also impose a strict "zero tolerance" policy for drug usage, safety violations, inappropriate language, or disrespectful behavior that could reflect negatively on our client or our firm. Any field staff can be dismissed from the project at any time for violating these policies.



PROJECT INITIATION

This phase encompasses analyzing disaster impacts; assessing the situation; and confirming the proposed staffing requirements, workforce development, scheduling, and other contract-related items. It also involves developing the Project Execution Plan, the Health and Safety Plan, and the Quality Control/Quality Assurance (QA/QC) Plan to guide operations. Prior to moving on to Execution, we implement our staff training program and set up our GIS systems for tracking program progress.

Develop Project Execution Plan

Following our initial meeting with County officials, the Project Manager will develop a comprehensive project execution plan (Incident Action Plan) to confirm the details of our approach such as personnel assignments, communication and information-sharing procedures, safety procedures, documentation procedures, and a schedule for deliverables. This plan is a far more detailed and tailored adaptation of the technical approach provided in this proposal and is based on the situation of an actual disaster. It typically includes an overall approach to address current challenges, new productivity requirements, and the continued need to maximize and retain debris-related funding.



Estimate Damage/Debris

If requested, the Witt O'Brien's Project Manager will coordinate with the County and your debris removal contractor to tour the affected area, document damages, estimate debris quantities, estimate removal costs, and identify hazardous and dangerous debris for immediate removal. To determine estimated debris quantities, Witt O'Brien's uses the USACE Debris Estimating Model which was developed based on debris generated by Hurricanes Frederic, Hugo, and Andrew. The model is accurate to within +/- 30% for hurricane events and takes into account the number of households in an urban/suburban area with the category of storm, vegetative characteristics, commercial density, and precipitation.

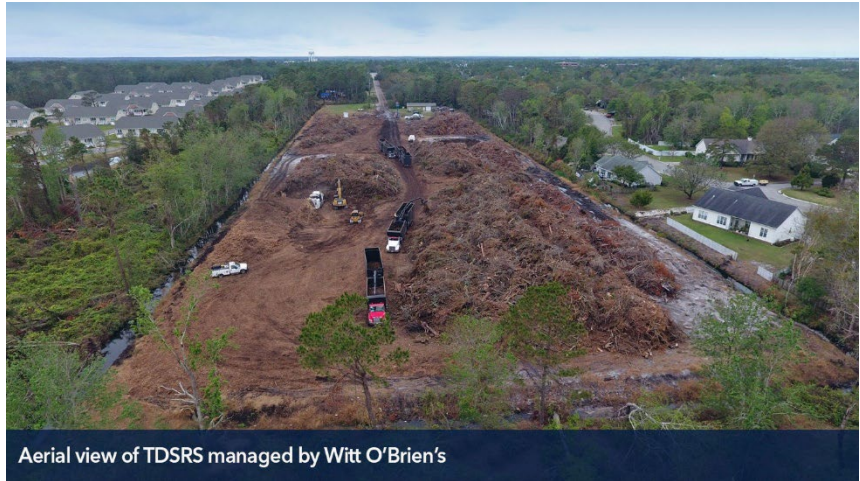


Witt O'Brien's has also used FEMA's Hazus, the nationally applicable software program that estimates potential building and infrastructure losses from hurricanes, riverine and coastal floods, and hurricane winds. Hazus uses geographic information system software (ArcGIS) to map and display hazard data, the results of damage and economic loss analyses, and potential effects on area populations. Hazus analyses also can be run in real time to support response and recovery actions following a disaster event.

Verify Debris Management Sites and Final Disposal Locations

As part of the project kick-off, we will obtain information on the TDSRS locations. At each location, our team will conduct a detailed inspection, including photographs, to document the conditions of the area prior to use for debris management. This will enable our team to ensure that sites are returned to their original conditions when operations are completed.

If additional TDSRS locations are needed, Witt O'Brien's can assist the County and the removal contractor in identifying TDSRS locations suitable to handle the anticipated quantities and types of debris. We can advise on the acquisition of all necessary environmental and other permits, as well as establishing ingress and egress routes (which is also helpful in increasing site efficiency).



Aerial view of TDSRS managed by Witt O'Brien's

If a temporary or final disposal site (e.g., landfill, compost site) is not properly permitted, it can jeopardize the County's reimbursement of debris costs from FEMA. Our team can assist the County and removal contractor in obtaining the necessary permits for final deposition of debris.

Conduct Clearance Monitoring

Our team will work with the County to prioritize roads, facilities, and areas for initial debris clearance. The team will document labor and materials and force account expenses. Any debris monitoring activities related to the Federal Aid System roads will be tracked and costs will be maintained separately (for the Federal Highway Administration Emergency Relief [FHWA-ER] program).

Initiate Health and Safety Program

During every debris monitoring project, we take great care to ensure the well-being of residents and all debris removal workers and monitors. Prior to any field deployment of staff, Witt O'Brien's will initiate a Health and Safety Awareness and Compliance program to ensure that our monitoring personnel are equipped with PPE and are operating safely.

We follow a strict safety process, perform a project safety analysis, and follow guidelines for safety training. Each member of our management team is responsible for ensuring that our safety program is being followed at all work sites including pick-up locations, temporary staging sites, and final disposal sites. Our safety requirements include the following:

- Participation in a daily safety meeting
- Wearing the appropriate safety equipment
- Remaining at a safe distance from loading, hauling, and cutting equipment
- Inspecting all vehicles before they leave the TDSRS
- Verifying that debris is properly and safely loaded

Prior to being assigned to a work site, all field personnel must complete our safety and heat stress awareness training provided via our mobile application, which includes follow-up with questions to ensure program retention.

At the onset of an activation, we complete our ICS-215A Incident Action Site Safety Analysis form, which outlines specific hazards of the particular project, how to avoid them, and what to do should any personnel come in contact with a hazard. Typical hazards could include falling debris, chemical spills, flooding/high waters, and wild or feral animals native to the area. This plan is supplemented by the ICS-206 Medical Plan, which provides the team with information on how to seek medical care in the

event of exposure, accidents, etc. Each morning, we provide staff with an ICS-208 Site Safety Message that reiterates talking points from our safety program and addresses any new hazards that might have been encountered and accidents or near misses that were recently documented.

At loading sites, all equipment is monitored to ensure no damages, accidents, or near misses take place without being properly documented and necessary agencies contacted in the event of an accident. Reduction and disposal sites are also monitored for accidents and near misses to ensure proper reporting and agency contact. Emphasis at reduction sites is put on fire safety and identification of smoldering wood chips. At the temporary storage and final disposal locations, only approved, certified vehicles are allowed to enter to ensure that only eligible, documented debris is being delivered.

Supervisors will run a **stop work procedure** and halt operations promptly if they see unsafe conditions, or in the case of a safety incident. Following the shutdown, they will contact the Project Manager and maintain the shutdown until the issue is resolved.

Initiate Quality Assurance/Quality Control Program

As a standard component of our overall program management process, we will implement a quality assurance/quality control (QA/QC) program to ensure contract compliance and maintain performance standards and goals. Our QA/QC Plan will provide the controls needed to manage performance, assess and mitigate risk, and adjust to changing conditions, as required. We will develop and routinely report on schedule baselines, overall resource allocations, activity levels, and staff assignments. At the core of our quality assurance approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards.

Our plan builds quality control into every step of the process. Key features of our program include:

- **Real-Time Data Quality Control:** The accurate completion of load tickets is perhaps the most important element of a quality control program for debris monitoring—particularly when it comes to the ease of applying for and receiving full reimbursement from FEMA and other state and Federal disaster recovery programs. Through our training program, we ensure that the entire team, from management to monitors, assess load tickets for accuracy and completeness at collection sites and TDSRS locations.
- **Data Management:** Our quality processes are focused on data integrity—accessing the right data, coding it properly, and ensuring that it is reported in a fully compliant format for the Federal funding agency. Our Project Manager and the management team will use both our GIS programs and **DebrisPro™** for accurate and comprehensive collection and tracking of data in the field for all cost-recovery activities.
- **Corrective Actions:** If Witt O'Brien's monitoring personnel detect negligence or non-compliance with FEMA regulations, County staff will be notified immediately. Examples include artificial loading, mixing loads with ineligible or hazardous materials, using improper equipment, or safety



violations. The debris removal contractor staff and supervisors will be informed of the non-compliance and instructed on how to correct the error.

- **Continuous Improvement:** Witt O'Brien's is committed to customer service and project success. Our management team will use the daily information received from our monitors to track progress of debris collection, processing, and disposal against project goals. We can also use our analysis to determine the level of effort required to achieve total debris removal within the required FEMA timeframe.

Train Local Hires

Once additional personnel are hired, we work with them to ensure content knowledge and understanding before assigning them to their respective functions. We also provide refresher training to all management personnel to ensure understanding of and compliance with the specific client requirements. Our training program comprises multiple modules taught both in the classroom and online. These include: (1) core modules that are provided to all staff, regardless of position; (2) modules that are specific to the field employee function; and (3) management and supervisory modules, as follows:



| Witt O'Brien's Debris Training Program Modules | | |
|---|--|--|
| Core modules | Function-specific modules | Management modules |
| <ul style="list-style-type: none"> ▪ Introduction to Debris Monitoring ▪ Employee Expectations ▪ Daily Procedures ▪ Heat Stress ▪ COVID-19 | <ul style="list-style-type: none"> ▪ Load Site Monitor Training ▪ Hazardous Tree Monitor Training ▪ Debris Management Site Monitor Training | <ul style="list-style-type: none"> ▪ Admin Assistant Training ▪ Field Supervisor Training (including Truck Certification) ▪ Debris Operations Manager Training ▪ Project Management Training |

In general, our training emphasizes safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, and standard procedures for debris monitoring. Training will also instill the paramount importance that tickets are to be completed accurately to ensure maximum FEMA reimbursement of funds. New monitors are also trained in the use of handheld automated ticketing units, which include the **DebrisPro™** app, and are supplied with reference materials and maps of their work zones.

Training can be completed at any time, allowing monitors to fulfill multiple roles when needed. Once trained, field staff are then closely supervised on the job, debriefed at the beginning and end of each day, and held to our high standards of performance and conduct.

Assign Field Personnel

In accordance with the Project Execution Plan, the Project Manager and Operations Manager will assign and dispatch the team to their appropriate collection locations and the TDSRS. We follow the NIMS ICS guidance, which advises that people in leadership positions maintain a "manageable span of control" regarding the number of direct reports. This typically includes:

- **Field Supervisors.** The Operations Manager will dispatch experienced Field Supervisors to oversee monitoring activities and implement the QA/QC program at debris sites. Per FEMA's Debris Monitoring Guide (March 2021), we typically will deploy at a ratio of 1:10 supervisors to

monitors; however, we will provide more supervisors as needed for exceptionally large and unique operations to ensure adequate management of operations.

- **Load Site Monitors.** The Operations Manager and Field Supervisors will pair monitors with hauling crews and dispatch them to debris collection locations. They will also assign roving monitors to observe debris removal contractor operations; locate, document, and map special debris (e.g., hazardous trees, white goods); and report on ineligible debris and contractor-caused damages.
- **Debris Site Supervisors and Monitors.** The Operations Manager will staff each TDSRS with a supervisor and trained monitors (minimum of two per location) to assess load volumes, inspect debris, and ensure debris types are kept separate (for proper quantification throughout all phases of the project).
- **Drop-Off Site Monitors.** The Operations Manager will staff each residential Drop-off Site with experienced debris monitors to verify that site users are County residents by tracking user addresses, debris type and quantity, and providing completed documentation.
- All personnel will be equipped with vehicle transportation and state-of-the-art technology (e.g., rugged hand-held units) to ensure appropriate and efficient data collection, transfer, and documentation.

Measure and Certify Vehicles

Witt O'Brien's follows the most recent FEMA standards and recommendations for calculating the capacity of debris removal trucks. We will initiate the truck measurement and certification process in coordination with the debris removal contractor to accurately measure the volumetric capacity of each truck upon its arrival at the disaster scene.

During the truck certification process, our dedicated truck certification team will record information required by FEMA for each truck and/or piece of equipment used to transport and remove debris. This information is recorded electronically using **DebrisPro™**. Our team will provide the County with electronic copies of the completed forms, signed by an appointed truck certification monitor, with photographs of each truck showing its placard.



Witt O'Brien's will work with the debris removal contractor to ensure that if they add vehicles to their fleet, or if measurement calculations should change, these adjustments are reflected in all documentation. In addition, Witt O'Brien's roving monitors and Field Supervisors will conduct random inspections and spot checks of debris removal equipment to ensure there has been no tampering of truck placards. Roving monitors and Field Supervisors will be trained to deter and detect any fraudulent alteration of truck volumetric capacities.

Develop Maps and GIS Applications

As a Silver Tier member of the ESRI Partner Network, Witt O'Brien's has priority access to and support from the ArcGIS software makers. As a result, we have additional mapping resources that allow us to resolve technical issues quickly and tailor location-based analytics.

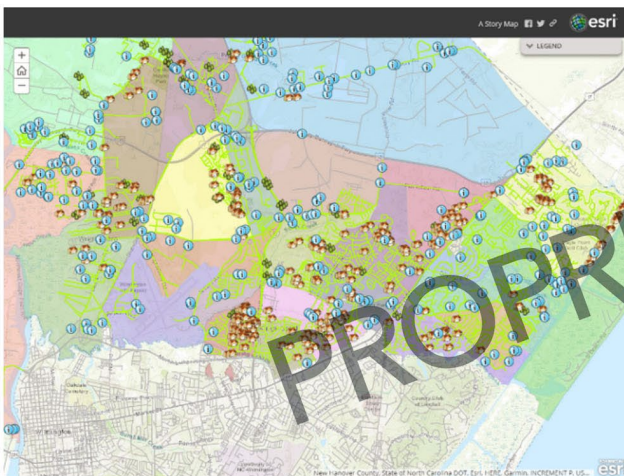


Witt O'Brien's uses a GIS collector app that is loaded on the handheld units in the field and on management computers. The app can be used to designate "hotspots" for immediate collection and to identify inaccessible roads. The team also uses the app to generate an automatic link of GPS and GIS data to each debris load, hazardous tree (e.g., stump, hanging limb, or leaner), white goods (e.g., appliance), or other type of debris. They designate each type of debris (whether eligible or ineligible) with a specific icon or pin (along with photos of ineligible debris). This allows the Witt O'Brien's team, County, and/or removal contractor to get a visual idea of the amounts of different types of debris that need to be picked up.

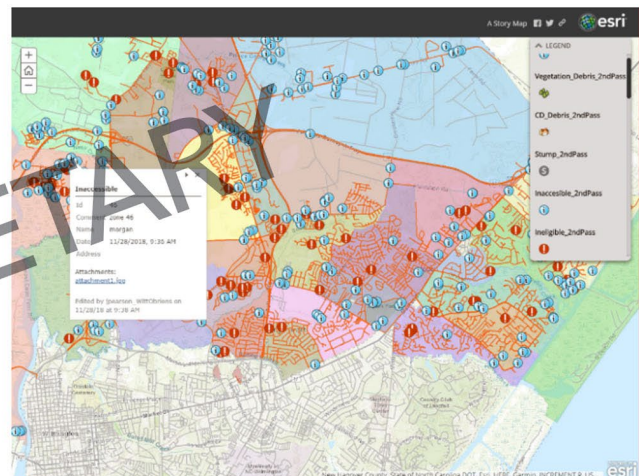
With each update of the data, the team can demonstrate progress toward clearing entire zones. It is typical to have at least three passes (first, second, and final). Our team can confirm through mapping and validation that each pass has been completed and progress has been made. For example, **Exhibit 7** shows screenshots from the app demonstrating a reduction in the number of pins between the first and second passes in the same area.

Exhibit 7: Screenshots of ArcGIS Collector App

New Hanover County – First Pass



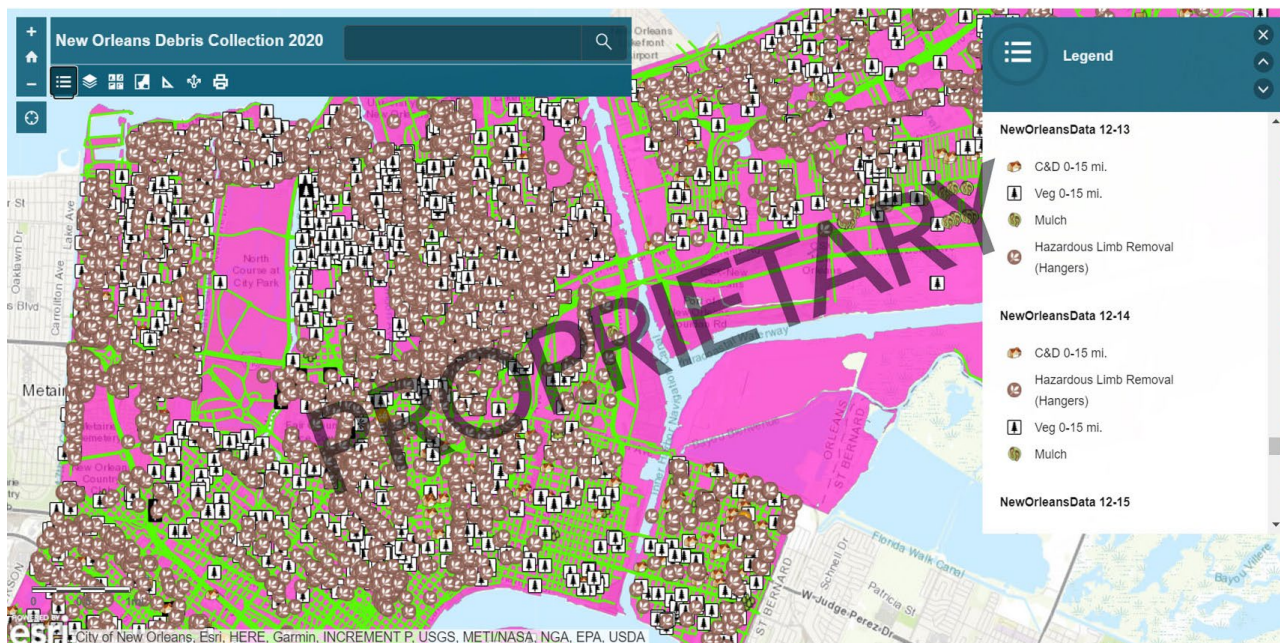
New Hanover County – Second Pass



We understand from experience that our clients are often under pressure from the public, elected officials, and the media to provide information on recovery activities and the progress being made. Using the load ticket data in **DebrisPro™**, our team creates ArcGIS maps of progress in collection, numbers of passes, zones being worked in, and zones scheduled for future work. We also provide data on turnaround times that can be analyzed to assess hauler efficiency and operational issues that might require resource rebalancing or other management actions.

Exhibit 8 presents a screenshot of debris removal in New Orleans following Hurricane Zeta over a period of 8 weeks. Using the ArcGIS platform, our team was able to provide the City with updates (every 3 hours) of the different types of debris removed. The pink zones and green street lines indicate areas where all work has been completed. The City used this information to inform the public about the removal contractor's progress.

Exhibit 8: ArcGIS Map of Debris Project



We can provide the County with access to such maps so you can track progress, provide updates, and answer specific questions about where debris removal activities have already occurred or are scheduled to occur. Examples of customized map options we have provided in the past include making priority collection areas more identifiable, marking ineligible debris piles, tracking specific jurisdictional areas or zones for removal progress, and receiving resident feedback. ArcGIS can also provide mapping data in spreadsheet form, which allows our clients to easily incorporate information into their business operations (e.g., through briefings, reports, audits, appeals).



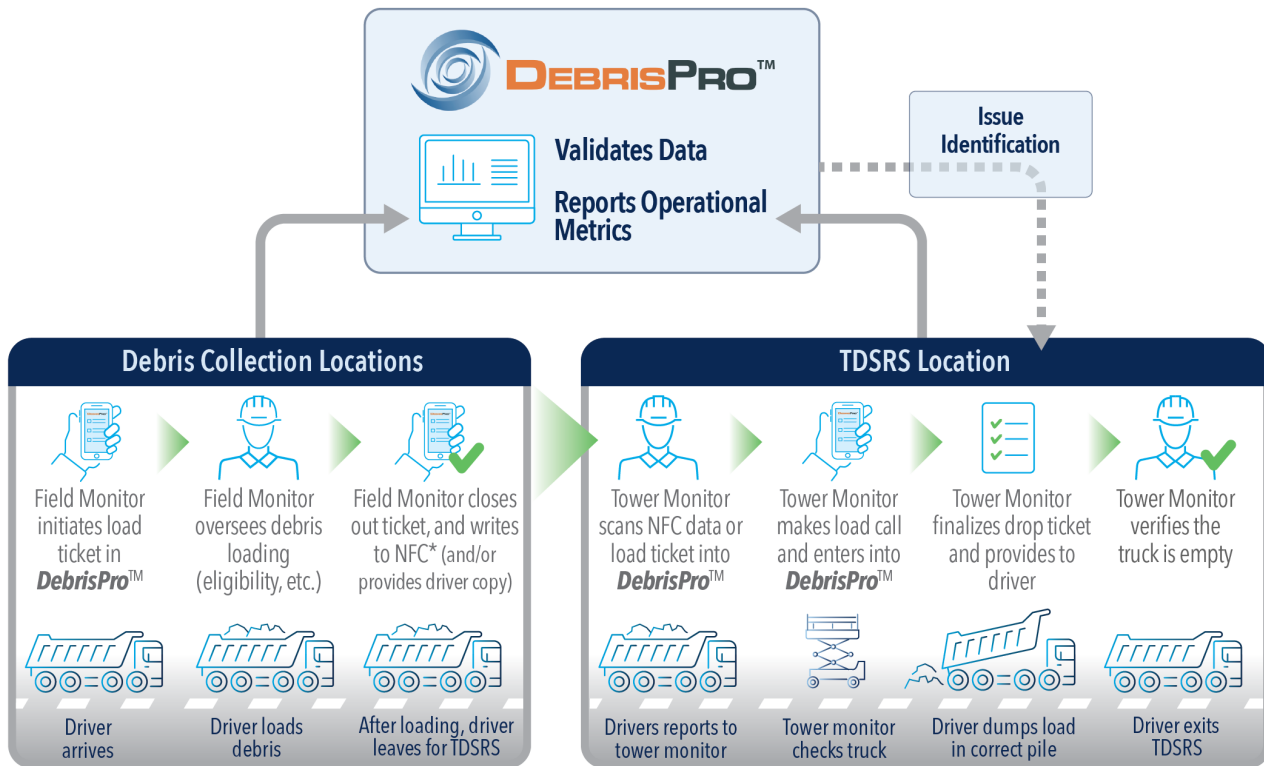
EXECUTION

During the Execution phase, Witt O'Brien's will be responsible for monitoring the removal contractor at debris loading sites and TDSRS locations to ensure that operations are efficient, safe, and properly documented to ensure a full Federal reimbursement to the client. This phase involves scheduling work, assigning the correct number of monitors, conducting monitoring, providing daily reports and metrics on operations, reconciling debris contractor invoices, and providing overall project management.

Monitor Debris Removal

The Witt O'Brien's teams of monitors are a critical part of ensuring compliance during debris collection and removal. **Exhibit 9** illustrates our process for using **DebrisPro™** to monitor debris removal from the initial removal locations through final disposal.

Exhibit 9: Overview of Debris Removal Monitoring Process



*NFC: Near Field Communication for immediate data transfer

We will first dispatch Field Supervisors and load site monitors to debris collection locations to monitor debris removal in the field. We also deploy trained roving monitors to assist in the identification and documentation of ineligible debris, consult with FEMA debris specialists about eligibility issues, assist with mapping of debris clearance progress, and inspect debris zones for “hotspots” and zone closure status.

Key steps in the process **at the debris collection locations** are as follows:

- **Ticket Initiation** – When a truck first arrives at the debris collection location, a Witt O’Brien’s team monitor will initiate a load ticket in **DebrisPro™**.
- **Monitoring** – As the driver collects and loads debris, the monitor will oversee the process and capture key data via load ticket, photographs, GPS coordinates, or other data or sources of information. Information collected includes debris eligibility and debris amounts via distribution of load tickets. Monitors also look for any damage caused by the debris removal contractor during debris removal. In addition, they identify any operational issues that could cause a reduction in performance or an increase in recovery cost; these include debris removal contractor skipping piles (i.e., “cherry picking”), delay of start times, excessive or unscheduled breaks, and stoppage time.
- **Ticket Closeout** – When the driver has completed loading, the monitor will close out the load ticket in **DebrisPro™** and provide the driver documentation (via NFC or a printed copy of a load ticket) that validates where the debris originated. This process, and the use of this technology, provides a robust QA/QC check for all documentation. Data will be stored on multiple servers to ensure data security and information will be provided to the County in electronic format.

The following activities take place at *the TDSRS location*:

- **Ensure Load Ticket Accuracy.** When a driver arrives at the TDSRS, the tower monitor will review load tickets for accuracy at inspection towers. Trucks without an approved load ticket will not be granted access to the site. If the driver is a County debris removal contractor, arrival without a load ticket will initiate a stop work order and supervisors will investigate to determine where the debris came from and how it ended up in a trailer without a ticket. If the source and eligibility cannot be established, the driver will be required to dump the debris in a separate pile away from eligible debris, and the pile will be fenced off, documented, and photographed. The debris removal contractor will then be required to reduce the debris and haul it at no charge to the County.
- **Debris Volume Estimation (“Load Calls”).** The tower monitor will estimate the load from each vehicle inbound (when ingress/egress permits the truck to pass by the same tower) and complete the drop information on the load ticket while the truck is emptying. Once the information is verified and recorded, the tower monitor will enter the information into **DebrisPro™** and the load ticket will become a drop ticket that is provided to the driver.
- **Emptying Loads.** If the site has permits for multiple debris types, separate areas will be established for the various debris classifications. The debris removal contractor will be instructed on where to empty based on that debris classification (e.g., vegetative, construction and demolition [C&D], white goods).
- **Hauler Compliance.** When the truck returns, the monitor will inspect the truck bed to make sure it is empty before the driver is provided a copy of the drop ticket and permitted to leave. If the truck bed is not empty, the monitor will instruct the driver to finish clearing it before providing the ticket.



Coordinate Special Debris

Some debris types and categories (such as hazardous trees, limbs, and stumps; white goods and e-waste; HHW; putrescible debris; and vessels) might require special handling and/or detailed documentation to ensure reimbursement from FEMA. Furthermore, removal of debris from waterways, private property, and sites with environmental or historic preservation concerns could require additional reviews, documentation, and approvals. Witt O'Brien's has leading experience with all debris types and will provide expert consulting services to the County regarding extraordinary debris challenges.


DebrisPro™ is designed to automate and streamline the tracking and documentation of all debris removal work and costs. Our teams can set up **DebrisPro™** to track every debris category relevant to a project (e.g., ROW; PPDR; private roads, parks, and golf courses; state and local roads; and Federal Aid Roadways for FHWA reimbursement) and debris types (hazardous trees, limbs, and stumps; waterway debris; white goods; e-waste; HHW; and putrescible waste). Our approach for each special debris situation includes:

- Hazardous Trees, Limbs, and Stumps.** FEMA's PAPPG V4 establishes specific eligibility criteria and requires photo documentation for all removal of hazardous trees (i.e., leaners), hanging limbs, and stumps. *DebrisPro*[™] enables our field staff to take photographs and upload them in a compressed format for secure storage with the load tickets, as required for FEMA reimbursement. We will ensure documentation is recorded for the immediate threat of the location (GPS coordinates) with photographed evidence establishing that the tree is on public property; the size and extent of damage; the quantity removed; the quantity, location, and source of material to fill root-ball holes; and the equipment used to perform the work.



- HHW.** If conducted as part of the overall debris removal operations, the removal of HHW could be funded by FEMA as Category A. Activities for the HHW removal and disposal include separation of HHW from other debris; specialized procedures for handling and disposing of the hazardous materials; control or stabilization of the hazardous materials; and pumping water contaminated with the hazardous materials. Witt O'Brien's will ensure this process is properly documented to maximize the County's reimbursement. Our monitors are also trained to recognize and identify all debris types to ensure hazardous waste is not mixed with other types of debris.
- White Goods.** When monitoring the removal and disposal of white goods, we will document that white goods have been collected separately, and processed to remove putrescible debris, oils, solvents, and refrigerants. If debris is recyclable or has salvage value, we will document the separation and salvage activities that have been implemented.
- PPDR.** Debris on private property is the responsibility of the property owner and generally not eligible for reimbursement through the FEMA PA program. However, if the debris is so widespread that it threatens public health and safety or the economic recovery of the community, the costs associated with removing this debris could be eligible under the PA program. Witt O'Brien's has extensive experience in implementing, managing, and monitoring PPDR programs, and can assist in identifying private properties which might be eligible for debris removal, work with FEMA to ensure that local ordinances and proper procedures are followed, and secure ROE agreements from residents.
- Private Property Demolitions.** Under circumstances of severe and catastrophic damage, it could be necessary to initiate a Private Property Demolition Program. Witt O'Brien's has experience in the development, coordination, and management of private property demolition programs. As needed, we will identify, document, and review the impacted structures and follow the procedures necessary for compliance with State Historic Preservation Office review, archaeological low-impact stipulations, and FEMA EHP review. If asbestos is involved, we will follow DEP regulations for managing asbestos inspections and removal and any National Emissions Standards for Hazardous Air Pollutants (NESHAP) and other state and Federal regulations that could impact the eligibility of

private property demolitions that will be funded by FEMA under Category B (Emergency Protective Measures).

- **Waterways.** Witt O'Brien's will monitor the removal of all eligible storm debris from drainage canals and ditches upon direction from the County. Debris removal from waterways is eligible as long as it is necessary to eliminate "an immediate threat to life, public health and safety, or improved property" (FEMA PAPPG, V4.0). There are also specific restrictions guiding the removal and disposal of debris that obstructs the passage of vessels, although debris removal from Federally maintained navigable waterways is ineligible and must be managed by the U.S. Coast Guard or USACE. In non-navigable waterways, Witt O'Brien's will oversee the removal of debris deposited by an incident that obstructs a natural waterway only if the debris poses an immediate threat or could cause additional damage and flooding.
 
- **Commercial Property.** Removal of debris from commercial properties, such as industrial parks, golf courses, cemeteries, apartments, condominiums, and trailer parks is generally ineligible because commercial enterprises are expected to retain insurance that covers debris removal. In very limited, extraordinary circumstances, FEMA might provide an exception. If appropriate, our team will work with the County to ensure that prior FEMA approval is obtained and will provide the necessary documentation for reimbursement.
- **Historic or Environmental Concerns.** In order for debris to be eligible for reimbursement, FEMA has to ensure compliance with applicable laws and regulations, including those addressing historic properties, floodplains, wetlands, and critical habitats. Should it be necessary to conduct debris removal near such areas, Witt O'Brien's will ensure coordination with the appropriate regulatory agencies to ensure compliance, reviews, and permits for debris-related operations, if needed.
- **Beach Restoration.** Beaches can be damaged if sand is lost or needs to be cleaned of storm-deposited debris. Beach restoration activities may be eligible for FEMA reimbursement if the beach meets certain conditions regarding periodic nourishment of the beach as a designed and maintained facility. Assuming that a beach is eligible, the Witt O'Brien's team can assist the County in developing the SOW, cost analysis, quality analysis, and recovery methods. We would then use **DebrisPro™** to monitor the restoration process and create documentation for all activities (e.g., the cleaning and replacement of sand or nourishment from another source).
- **Storm-Deposited Soils.** Extracting water and clearing soil, mud, silt, or other accumulated debris from eligible facilities is eligible as Emergency Work as long as the extraction is necessary to address an immediate threat. In addition to monitoring the extraction of storm-deposited soils, we will also provide the proper documentation to ensure Federal reimbursement for the removal. Evidence for eligibility will include GPS coordinates, photographs, the quantity of soil removed, and the equipment used to perform the work.

Conduct Haul-Out Monitoring

Whenever the debris removal contractor is using a TDSRS for debris staging and reduction, the Witt O'Brien's team will monitor and document the haul-out of processed debris from the site. Debris will be disposed of at a landfill or other appropriate site, where we will have monitors to verify the drop and ensure the truck is empty. The monitors will collect scale tickets from the landfills to reconcile the pass-through disposal invoices and provide documentation for FEMA reimbursement. Our team will

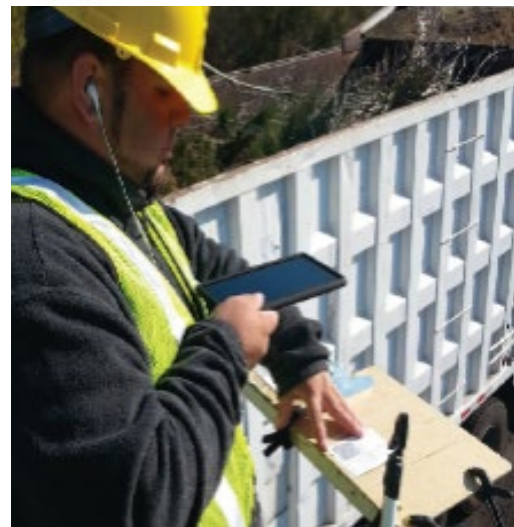
coordinate with Federal, state, and local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity. We will confirm final disposition of debris and the associated records.

Conduct Project Management

In our experience, debris removal operations proceed most smoothly when there are open and transparent communications among the debris removal contractor, the monitoring firm, and the client. This section highlights the management team's responsibilities to ensure effective, efficient, and compliant operations.



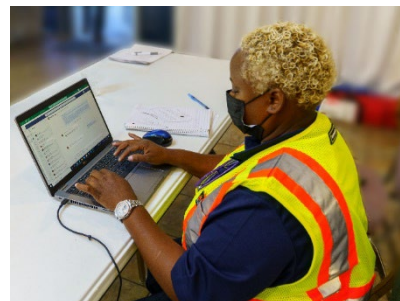
- **Daily Briefings.** During active debris removal operations, the Witt O'Brien's Project Manager will conduct and/or attend daily meetings with the County, appointed officials, the debris removal contractor management, and operational staff. These meetings will be used to coordinate scheduling, confirm progress, resolve any ongoing issues, discuss any potential risks or issues that could affect work, and make any required adjustments to improve the effectiveness of debris removal and disposal operations.
- **Work Scheduling and Daily Closeout.** The Operations Manager will conduct daily planning meetings with the removal contractor to assess monitor needs and will subsequently generate truck rosters with staff assignments. At the close of each day, Witt O'Brien's field monitors and supervisors will ensure that all sites are closed and secured and then begin analysis of the day's data in order to provide a daily status report (see section below on "Provide Operational Metrics").
- **Resource Management.** Throughout operations, our Project Manager continually monitors operational resources required and makes adjustments to staffing as needed to minimize cost. As discussed earlier, during Project Initiation and ramp up, our management team will assign field staff (monitors and supervisors) in the appropriate span of control based on hauling resources. As those resources change over time (e.g., ramp up or down), we will adjust our team size as needed. Our objective is to maintain the minimum span of control needed to effectively monitor removal operations without incurring unnecessary costs that could jeopardize reimbursement.
- **Digitization of Source Documentation.** Our team will use **DebrisPro™** to digitally capture and record all source documentation requirements, including load tickets, truck certification forms, tower monitor logs, hauling invoices, monitor activity, incident reports, load



We maintain on standby more than 1,400 GPS-integrated smart devices that are enabled for paperless operations.

ticket summary forms, and any other form of documentation. To ensure data security, data is stored on multiple servers. Authorized personnel can access their data by signing into a secure web portal.

- **Corrective Actions.** Should a health and safety violation and/or any actions inconsistent with the terms of this agreement be identified by County staff during an active response, our Project Manager will implement the necessary corrective actions immediately and notify the County within 24 hours of corrections taken. Except for severe violations, we will implement a tiered approach. The debris removal contractor staff present, along with their supervisors, will be informed of the non-compliance and instructed on how to correct the error. We make every effort to resume operations as soon as it is possible to do so without compromising the quality of the work. Such issues include:
 - ✓ Artificial loading, where debris is wetted, mixed with other materials, or not compacted
 - ✓ Incorrect debris, where ineligible materials or hazardous materials are mixed with loads
 - ✓ Operational issues, including use of improper equipment, skipping piles (“cherry picking”), or failure to meet completion schedules
 - ✓ Non-compliance with health and safety standards, local ordinances, and other local, state, and Federal regulations
 - ✓ As necessary, issues are escalated to more formal reviews with documentation of performance, retraining, and, if necessary, staff replacement.
- **Issue Stop Work Orders for Unsatisfactory Work.** Field monitors and supervisors are empowered to initiate a Stop Work Order if they see a safety issue at a debris site or determine the debris removal contractor is not performing its work in line with the regulations or procedures set forth by the County. Upon the announcement of a Stop Work Order, staff will halt operations and contact their immediate supervisor for instructions. The shutdown remains in place until the issue is resolved and work can be resumed safely and in accordance with requirements. All Stop Work Orders will be documented and reported promptly to the Field Supervisor on site, the Project Manager, and the County.
- **Quality Assurance.** As discussed above in our QA/QC program, Witt O'Brien's understands that the accurate completion of load tickets is perhaps the most important element for any debris monitoring program. Our monitors use **DebrisPro™** to collect debris load data in the field using hand-held units. As part of their training, field monitors and supervisors are clearly informed that by signing load tickets, they are certifying that (1) the information on the ticket is accurate and complete; and (2) the information will be used by the client to apply for reimbursement from the state, FEMA, and/or other agencies. To carry out QA/QC in the field, supervisors will spot-check the monitors' load tickets and debrief them at the end of each day. At the TDSRS, tower monitors will review tickets for accuracy upon arrival. In addition, data management staff will perform ongoing reviews to identify load ticket errors or omissions in order to report them to Field Supervisors in real time to allow for corrective action.
- **Continuous Improvement.** As also discussed in our QA/QC program, our team will continually assess progress against established deadlines and identify opportunities for improving output,



reducing delays, and saving costs. For example, if it appears that removal operations will not meet established deadlines, our team will evaluate equipment and personnel to identify options for increasing daily collection rates and turnaround times. Efficiency procedures for improving removal contractor progress include increasing equipment numbers, adding additional debris site locations, and establishing new removal route schedules around traffic patterns.

Provide Operational Metrics

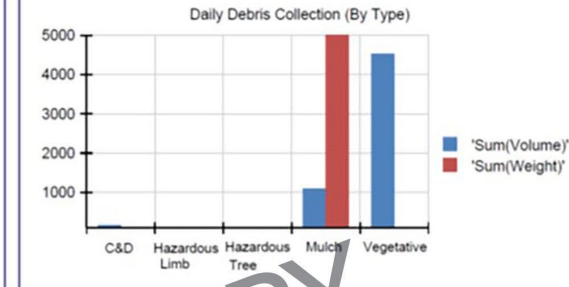
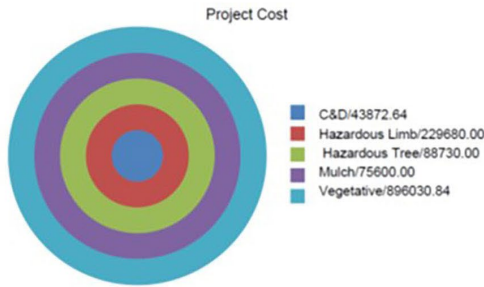
- The Witt O'Brien's team will provide operational reports to ensure the County has a full understanding of the debris removal operation. These updates include daily situation reports, progress reports, reconciliation reports, incident damage reports, and any other information as requested by the County.
- **Daily Reports.** At the close of each day of operations, Witt O'Brien's field monitors and supervisors will ensure that all sites are closed and secured. When sites have been closed, our team will begin analysis of the day's data in order to provide a daily Situation Report (SITREP) to the County. Witt O'Brien's Daily SITREP (**see Exhibit 10**) is a running, cumulative report calculating the Total for Operating Period (daily) and Total to Date.

Exhibit 10: Sample Daily Situation Report

Debris Collection - Project Status Report

Hurricane Ida

| Declaration Number | Incident | Client |
|--------------------|---------------|--------|
| DR-4611 | Hurricane Ida | |



| Collection Statistics | | | |
|-----------------------|--------------|--------|--------|
| Site | # of Tickets | Volume | Weight |
| PARKS | 51 | 305 | 0 |
| ROW | 162 | 4,399 | 0 |
| WELLFIELD PARK DMS | 11 | 1,101 | 0 |

| Collection Statistics (Cumulative - Project to Date) | | | |
|--|--------------|---------|--------|
| Site | # of Tickets | Volume | Weight |
| PARKS | 1,394 | 9,802 | 0.00 |
| ROW | 4,398 | 113,353 | 0.00 |
| Sawgrass Residential Community | 19 | 1,197 | 0.00 |
| Waterford Master Owners Assoc | 28 | 1,603 | 0.00 |
| WELLFIELD PARK DMS | 182 | 17,122 | 0.00 |

| Material Breakdown | | | | | |
|--------------------|----------------|----|----------|--------|-------------|
| Site | Debris Type | # | Volume | Weight | Cost |
| ROW | C&D | 4 | 168.49 | 0.00 | \$1516.14 |
| PARKS | Hazardous Limb | 37 | 0.00 | 0.00 | \$3,330.00 |
| ROW | Hazardous Limb | 70 | 0.00 | 0.00 | \$6,300.00 |
| PARKS | Hazardous Tree | 3 | 0.00 | 0.00 | \$270.00 |
| WELLFIELD PARK DMS | Mulch | 11 | 1,100.60 | 0.00 | \$5227.85 |
| PARKS | Vegetative | 11 | 305.45 | 0.00 | \$2,367.23 |
| ROW | Vegetative | 88 | 4,230.09 | 0.00 | \$32,783.19 |

| Material Breakdown (Cumulative - Project to Date) | | | | | |
|---|----------------|-------|------------|--------|--------------|
| Site | Debris Type | # | Volume | Weight | Cost |
| ROW | C&D | 114 | 5,484.08 | 0.00 | \$43,872.64 |
| PARKS | Hazardous Limb | 624 | 0.00 | 0.00 | \$56,160.00 |
| ROW | Hazardous Limb | 1,926 | 0.00 | 0.00 | \$173,340.00 |
| WELLFIELD PARK DMS | Hazardous Limb | 2 | 0.00 | 0.00 | \$180.00 |
| PARKS | Hazardous Tree | 504 | 0.00 | 0.00 | \$75,600.00 |
| ROW | Hazardous Tree | 101 | 0.00 | 0.00 | \$13,130.00 |
| WELLFIELD PARK DMS | Mulch | 163 | 16,113.13 | 0.00 | \$76,537.36 |
| WELLFIELD PARK DMS | Reduced C&D | 15 | 899.06 | 0.00 | \$4,495.30 |
| PARKS | Vegetative | 266 | 9,801.80 | 0.00 | \$9,801.80 |
| ROW | Vegetative | 2,257 | 107,868.66 | 0.00 | \$862,949.28 |
| Sawgrass Residential Community | Vegetative | 19 | 1,197.28 | 0.00 | \$9,578.24 |
| Waterford Master Owners Assoc | Vegetative | 28 | 1,603.19 | 0.00 | \$12,825.52 |
| WELLFIELD PARK DMS | Vegetative | 2 | 109.50 | 0.00 | \$876.00 |

Data in these SITREPs will be **in the format required by the County** and typically include:

- ✓ GIS maps of locations where debris was collected during the day
- ✓ Daily and cumulative totals of debris quantities and types collected and disposed at each site
- ✓ Hours that equipment was used, including downtime for each piece of equipment
- ✓ Operating times of all debris loading trucks and debris management sites
- ✓ Number of trucks operating daily
- ✓ Number of debris monitoring personnel crews
- ✓ Number of grinders, chippers, and mulching machines in operation
- ✓ Progress by area or zone and estimates of remaining debris
- ✓ CY of reduced debris hauled to final disposal sites
- ✓ Reviews of work performed by the debris removal contractor

Upon request, the Daily SITREP can be modified to accommodate the County's reporting requirements.

- **Reporting on Progress Metrics.** Our team will use *DebrisPro*™ to track and report on project costs, ensuring that costs are correctly coded, and that force account labor and/or debris contractors' work is within the assigned SOW. As other data points are requested, Witt O'Brien's will develop tailored reports to meet the County's specific data needs. All reports generated from the system can be exported in .xlsx format to simplify data management. Typically, we also provide graphic representations of data, such as the daily quantity of debris collected, the cumulative total of debris collected to date, a count of resources on the project, and hours of operation. This helps our clients more easily see how operations are progressing.
- **Damage Reports.** Witt O'Brien's will also submit damage reports daily, when necessary. Damage is inevitable during debris removal and, from time to time, removal contractors will damage roads, sidewalks, utilities, drainage structures, or even private property. Our monitors will document each incident with photographs, notify Field Supervisors for verification, and develop and log damage/incident reports. Field Supervisors will notify the Operations Manager, who will notify the Project Manager. The Project Manager will provide a report of each damaged facility to the County and the debris removal contractor. Field Supervisors will follow up to verify that the debris removal contractor took remedial action in an appropriate timeframe. If electric, water, phone, or cable TV utilities are damaged, Witt O'Brien's will contact the appropriate utility authority and report the damages immediately to the County. If the damages result in immediate or grave safety concerns, Witt O'Brien's will also alert the Police, Fire, or Public Works departments, as the situation warrants.

Damage Report Data:

- ✓ Date/time
- ✓ Address/location of incident
- ✓ Resident/business info (if needed)
- ✓ Monitor info (name/phone/badge)
- ✓ Driver/crew/truck info
- ✓ Type of damage
- ✓ Complete details of incident
- ✓ Pictures
- ✓ Supervisor signature
- ✓ Follow-up action taken

Support Public Information

We understand the vital importance of keeping the public informed throughout the duration of a major debris removal project. The County could get requests for information regarding progress of debris removal and planned schedules for specific locations, or complaints regarding damages to property or other concerns. Therefore, as requested, we will coordinate with the County to implement a public information plan for businesses and residents.

As discussed previously, we can provide the County with access to GIS maps to track progress, provide updates, and answer specific questions about where debris removal activities have already occurred or are scheduled to occur. We can also develop timely and informative public announcements, brochures or pamphlets, develop online campaigns, or conduct in-person townhalls and meetings about project progress, safety considerations, hazardous waste handling, collection schedules, and methods of sorting and separating debris to increase collection and disposal efficiencies. **Exhibit 11** provides a sample of materials developed to assist the public in separating debris.

Exhibit 11: Example of Public Guide to Debris Removal (SOURCE: FEMA)

Debris Removal Guidelines for Private Residential Properties

In efforts to expedite the debris removal process, please follow these rules.

Debris Separation

Please separate debris into the categories shown below.

Never touch, cut, remove or place debris on downed lines.






- Can result in injury or death
- Placing debris near utility boxes or on lines can cause injury or damage.

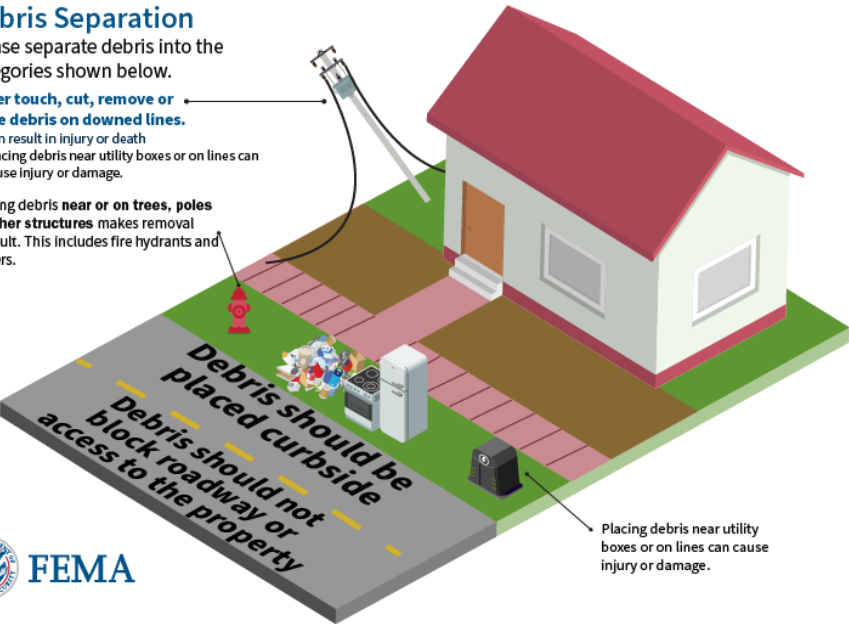
Placing debris **near or on trees, poles or other structures** makes removal difficult. This includes fire hydrants and meters.


**Debris should be placed curbside
Debris should not block roadway or access to the property**

Placing debris near utility boxes or on lines can cause injury or damage.

Check with your local office of emergency management for more information on debris removal.

- 
Large Appliances
 Refrigerator, washer/dryer, air conditioner, stove, water heater, dishwasher. Do not leave doors unsealed or unsecured.
- 
Construction Debris
 Building materials, drywall, lumber, carpet, furniture, plumbing.
- 
Vegetative Debris
 Tree branches, leaves, logs, plants.
- 
Hazardous Waste
 Oil, battery, pesticide, paint, cleaning supplies, compressed gas.
- 
Electronics
 Television, computer, stereo, phone, DVD player.



 **FEMA**

We can assist the County's efforts to efficiently disperse information to any target audience, such as the community and public, local businesses, the media, elected officials, police and fire personnel, field staff, contractors, and Federal authorities. We will make staff available to the County to distribute and disperse public information on the debris project and can deploy our field monitoring staff to disseminate informative flyers to residents.

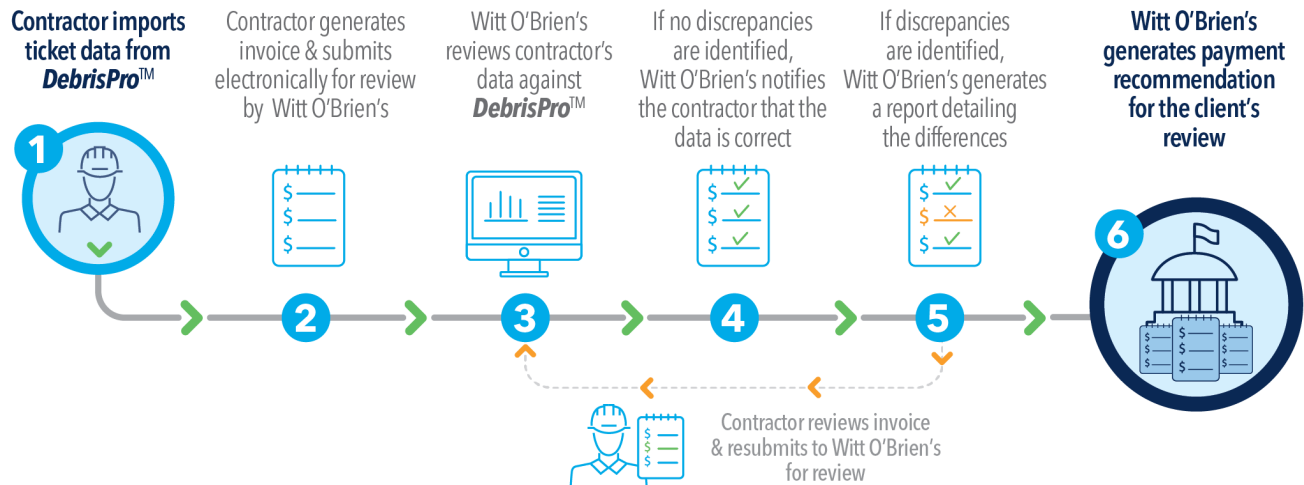
If requested, we can assign a dedicated number for County residents to call for information and up-to-the-minute updates, or to report debris in their neighborhood or on their property. This also helps us to be more responsive to the community and ensure we are efficiently collecting debris from the most high-priority areas.

Reconcile Removal Contractor Invoices

Throughout the Execution phase, the Witt O'Brien's team will use **DebrisPro™** to inspect and audit contractor invoices and back-up documentation to ensure that the information reconciles with our own database information of debris quantities and project costs. This process is illustrated in **Exhibit 12**. Witt O'Brien's will reconcile all debris removal contractor invoices as soon as we receive them.

Contractors will obtain ticket details electronically from **DebrisPro™** to generate their invoices. We then review the invoices to ensure that all costs conform to the removal contract's SOW, unit prices, performance parameters, and timelines.

Exhibit 12: Witt O'Brien's Contractor Invoice Reconciliation Process



Throughout the course of the project, our team will develop relationships with the removal contractor(s) and coordinate daily with them. As a result, if there are discrepancies, our team will initially work with the contractor to address any differences and try to resolve any disputes or problems. If the issue cannot be resolved, we will notify the County. If there are no discrepancies in the invoice, Witt O'Brien's will issue a recommendation of payment (ROP). Each ROP outlines the verified invoiced amount, the invoice period, invoice number, and debris type and quantity. The ROP is accompanied by the actual invoice and back-up data.



CLOSEOUT

The Closeout phase comprises all activities to complete the removal and monitoring process, verify final disposal of debris, ensure that TDSRS locations are returned to their original condition, and demobilize any remaining staff. All documentation is provided to submit to FEMA for reimbursement. As required, this phase may include support for developing and uploading project applications to the FEMA Grants Portal for approval and reimbursement.

Coordinate Final Pass

During the final days or weeks of debris collection, the Operations Manager will ensure complete debris removal by the debris removal contractor. At that time, we will verify last-pass schedules and deploy monitors to confirm clearance of all roadways and/or document any remnants. From this data, our GIS Analyst will create a web-based map using ArcGIS depicting locations of the remaining debris, along with locations of ineligible debris. Once all eligible debris has been removed, the County will receive written confirmation of debris removal completion.

Close Out Sites

Following haul-out, our team will document and confirm removal of all debris, equipment, and materials from the TDSRS. At the start of the project, we would have conducted a preliminary damage assessment to accurately verify damages and site conditions. At this phase, we will conduct a final site inspection to confirm that the site has been restored to the County's or landowner's requirements and in accordance with environmental regulations.

Provide Final Documentation

At the close of the project, we will provide the County with both electronic and hard copies of all required documentation to submit for reimbursement from FEMA. If the County requests these earlier in the project, we will compile the required documentation for the period seeking reimbursement. At the close of debris monitoring operations, we will provide a detailed report with a description of all debris management activities. This report will be delivered electronically and will contain:

- All types and quantities of debris removed including ROW debris, tree work performed, PPDR/ROE work performed, debris-reduction operations, and final haul-out quantities
- Final disposal locations
- Amounts of debris managed by the removal contractor
- Total cost of the project invoiced to the County

Additional data that can be provided includes GIS maps indicating debris removal densities. This data can be used to support the development of project applications, final closeout, and, if needed, audit and appeal procedures.

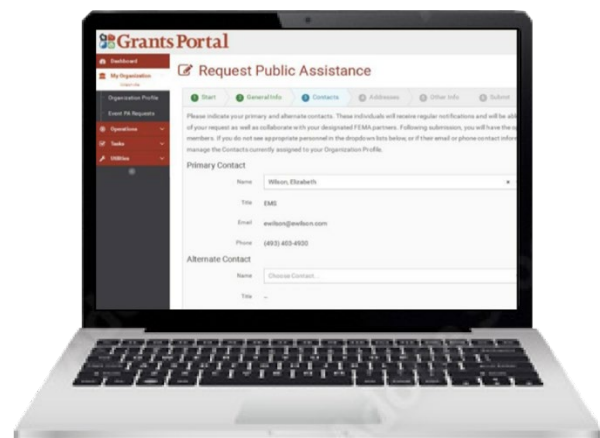
All **DebrisPro™** project documents including reports, records of debris reporting tickets, and contract correspondence, will be maintained for a period of no less than five years. Witt O'Brien's acknowledges that we will be subject to audit by Federal, state, and local agencies, at which time we will allow the County and FEMA to audit all project records.

Complete Staff Demobilization

Throughout project execution, our management team will be both mobilizing and demobilizing staff in accordance with staffing requirements, hauling resources, and FEMA's guidance on staff ratios. In particular, as operations wind down and hauling resources are reduced, we will demobilize our monitors and their supervisors accordingly. When all on-site activities are complete, the remaining management staff will demobilize.

Provide PA Support (as needed)

Properly prepared reports are required for reimbursement by FEMA or any other applicable agency for disaster recovery and debris removal. Well-developed project applications also ensure that our clients will receive the necessary funding for successful recovery and that they keep all the assistance for which they are eligible. Upon request, we can provide the County with qualified personnel adept at analyzing projects, preparing the SOW and damage descriptions of projects (including cost estimating), analyzing project applications and



accompanying documentation, and preparing project application documentation for submittal to FEMA through their Grants Portal.

Witt O'Brien's meets or exceeds Federal and state agency requirements when documenting project costs to ensure all FEMA, FHWA, NRCS, and other disaster recovery claims are properly documented and invulnerable to scrutiny during project preparation, final inspection, and closeout. We prepare Category A (debris removal and monitoring), Category B (debris clearance) FEMA project applications, FHWA Detailed Damage Inspection Reports, and other applicable reports. Our disaster recovery experts ensure compliance with rules, guidelines, and standards, and address and resolve difficulties before they can hinder the recovery process. Our project application packages are professionally documented to capture the maximum available funding.

2.5 PROJECT MANAGEMENT TOOLS

Witt O'Brien's relies on two major tools to manage debris monitoring operations: our ADMS, for compliant, effective documentation and progress tracking in the field; and our Program Management system for overall client support and project implementation.



Witt O'Brien's success in cost-effective, compliant debris monitoring operations is founded upon our

ADMS, **DebrisPro™**, a securely hosted, multi-device-supported, web-enabled system that allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost-recovery activities. Witt O'Brien's has used **DebrisPro™** to manage more than 100 debris projects throughout the country. Features of our ADMS are highlighted in **Exhibit 13**.

Witt O'Brien's, LLC holds the trademark registration for its proprietary debris tracking software DebrisPro™. This U.S. trademark registration has been held since November 2, 2012 and is registered under U.S. Registration No. 4,598,584.

Exhibit 13: Features of DebrisPro™

| | |
|---|--|
| ✓ Automated ticket collection, scanning, tracking, invoicing, and reporting | ✓ Tracking of debris operations using GIS and other mapping technologies |
| ✓ Electronic ticket generation at each location | ✓ Audit and reconciliation of hauler invoices |
| ✓ Capture and display of real-time information from the site of origination | ✓ Generation of daily situation reporting and monitor field logs |
| ✓ On-site ticket scanning using NFC technology via hand-held devices | ✓ QA/QC ticket information against contractor invoice data |
| ✓ Simplified data entry flows to guide the operation of technology for debris | ✓ Comparison strategies like percentage monitoring costs and hauling costs |
| ✓ Categorized, organized, and secure documentation | ✓ Financial tools to identify missing contracts or rates |

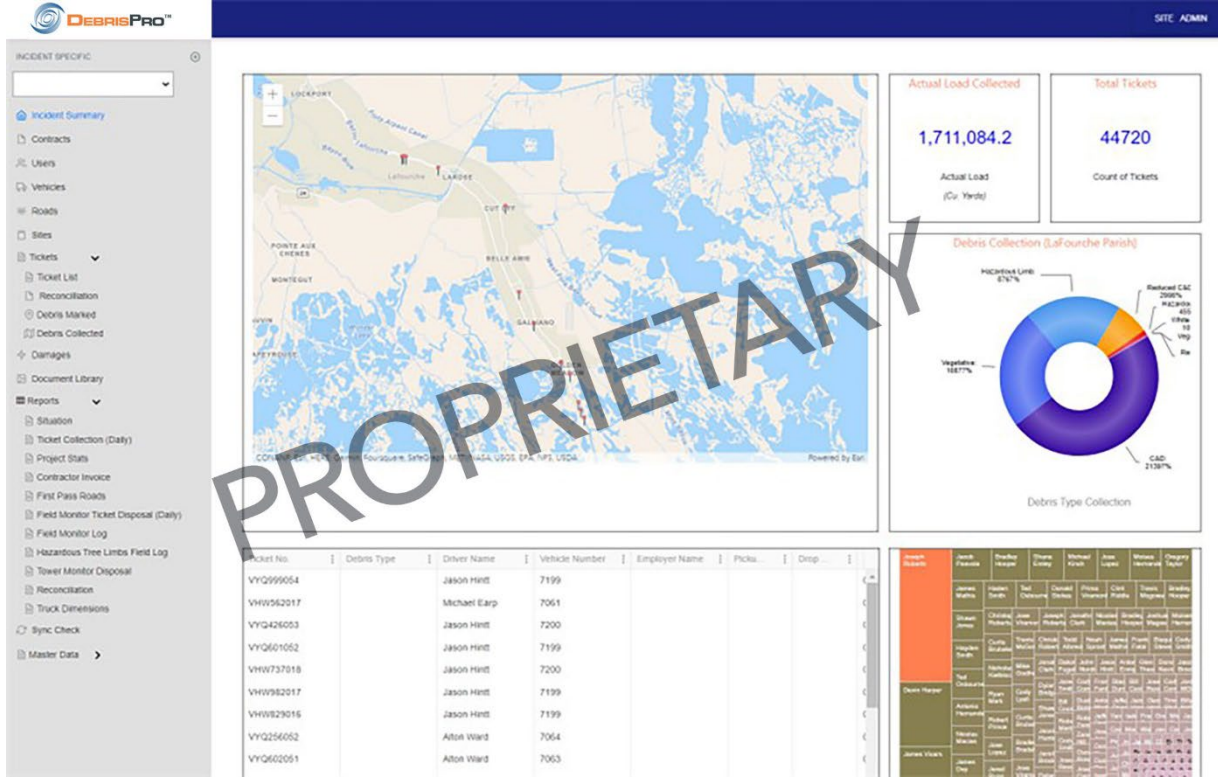
DebrisPro™ was developed to conform to USACE technical specifications and FEMA documentation requirements, and it meets or exceeds all the detailed specifications found in the USACE electronic debris management system requirements. It integrates the best of technology, tools, server infrastructure, more than 1,400 hand-held devices, and a web portal to simplify the basic tasks of

managing debris monitoring operations. **DebrisPro™** effectively captures, tracks, and documents disaster debris data from field operations and then synchronizes the information to the central server. This then allows our leadership to view reports, charts, and summaries relevant to their level of authority through a web portal. Benefits of our system include:

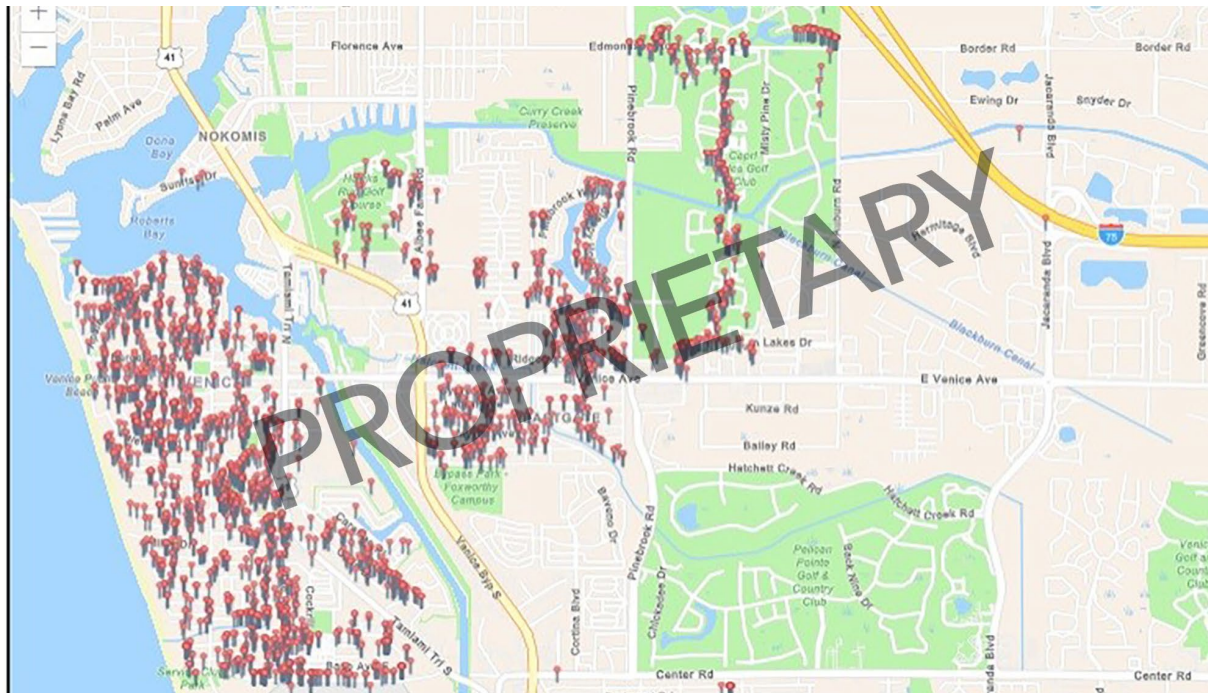
- **Automated Data Collection:** **DebrisPro™** allows for the electronic tracking and collection of data in the field while still permitting us to print paper load tickets for truck drivers. Our monitors use the electronic “ticketless” system to collect debris load data in the field using smartphone devices. The monitor produces a simple barcoded ticket or writes the load information to the NFC tag for the truck driver to present at the tower, where a final receipt is printed out for each load.
- **Data Integrity:** Our ADMS works proactively to prevent negligence or non-compliance from occurring in the first place. Data is captured on every debris load and each truck driver is given a load ticket to validate where material originated, its estimated quantity, and other key data. In addition, the Witt O’Brien’s team uses **DebrisPro™** to inspect and audit contractor invoices and back-up documentation to ensure that the information reconciles with our own database information of debris quantities and project costs. We allow the removal contractor’s management and accounting teams to have read-only access to data to assist with invoicing. The real-time data entry feature of **DebrisPro™** allows us to ensure that no removal contractor can invoice for ineligible or non-monitored work.
- **Progress Monitoring:** **DebrisPro™** allows real-time reports to be generated on any set of metrics for the debris projects. Our team can use the system to provide daily updates and track all aspects of debris removal, up to and including final disposal of all material to ensure work meets FEMA eligibility criteria. Our team will coordinate daily briefings, work progress, staffing, and other key items with the County. Authorized client personnel can access their data using secure web portals and generate their own reports, while all data is stored on multiple redundant servers to ensure safety and security. **Exhibit 14** presents sample screenshots of an incident dashboard and a client view of debris collection progress, which can be viewed in real-time (e.g., daily, weekly) or a cumulative total.

Exhibit 14: Progress Screenshots from DebrisPro™

Sample Incident Dashboard



Client View of Debris Collection Progress



- **Secure Documentation:** Using *DebrisPro*[™], our team can upload, track, and store load tickets, truck certification forms, tower monitor logs, hauling invoices, monitor activity, incident reports, load ticket summary forms, and any other form of documentation. To ensure data security, data is stored on multiple redundant servers. Authorized personnel may access their data by signing into a secure web portal.

Throughout the debris monitoring process, from cradle to grave, *DebrisPro*[™] allows our team to manage all data efficiently and effectively as follows:

- **Truck certification for authorized debris hauling vehicles and equipment.** Before any debris removal begins, our team uses *DebrisPro*[™] to electronically track truck certifications and capacities, relevant vehicle information, and photographs. This empowers the system to automate the calculation of actual debris removed by a vehicle, as well as reduce human error by limiting the amount of information, including the truck/equipment placard number, being entered by our monitors. Instead, truck placards are scanned to retrieve the placard number, or can be selected from a dropdown list.
- **Generating load tickets at debris collection sites.** With the use of hand-held devices and *DebrisPro*[™], our monitors can create electronic load tickets at the point of origin, tracking all relevant data for reimbursement. By printing a simple ticket with a QR code or writing to an NFC data transfer tag, this information is transferred to the Disposal Site Monitor by scanning the QR code or NFC tag. Data is uploaded to our secure, redundant, Microsoft cloud servers in near-real-time when a signal is present. The devices and process work just as well in an offline environment, and data uploads to the servers the moment a cellular connection is received.
- **Supporting ticket/tower operations.** *DebrisPro*[™] not only supports the creation of load tickets and the completion of tickets at the tower, but also interprets the data into geospatial maps for use in planning debris removal activities and dissemination of information.
- **Tracking completed ROW, ROE, and per-unit point of origin transactions at disposal site.** When the driver arrives at the disposal site, he will deliver the load ticket to the tower monitor. The tower monitor will use a hand-held unit to scan the QR code (on the ticket) or the NFC tag (on the vehicle) to retrieve all load information before completing the drop portion, including determining the quantity being delivered, and closing out that ticket transaction by marking the ticket as “complete” and uploading the data into our secure cloud-based database.
- **Supporting field administrative data entry and reporting.** Our systems account for the administrative entry and reporting of all debris removal and monitoring costs. This supplies our clients with near-real-time burn rates, or the amounts being spent daily. The systems then organize our documentation for simple uploads into FEMA’s Grants Portal.
- **Generating overall mission performance data summaries, validation, and reporting.** *DebrisPro*[™] captures field data electronically, and reports data summaries and mission performance both in graphically depicting reports as well as into geospatial maps. We can report our data by any set of matrices such as region or zone, bypass, truck number, monitor name, date/time, TDSRS location, etc. Additionally, we can provide completion estimates by overall project or division/region/zone, depending on how GIS shapefile data is organized.

Program Management Framework

Witt O'Brien's maintains a corporate Project Management Office (PMO) that provides all our firm's technical service lines with the tools and resources needed for successful project execution.

Witt O'Brien's Debris Monitoring practice has used the PMO processes and tools to establish a dedicated Program Management Framework (PMF) used both for pre-event planning and for managing debris monitoring operations throughout the project lifecycle. The foundation of the PMF is a secure virtual workspace and document exchange site using the Microsoft Teams application in Microsoft Office 365. Security protocols restrict access only to appropriate personnel. The Teams application is supplemented by other software applications used for managing specific elements of the practice.

Our Debris Monitoring practice is organized regionally to ensure adequate capacity of resources where they are needed most at any given time. We have five Regional Managers under the direction of our Managing Director, Scott Stoermer. These Regional Managers have access to a team of supervisory staff to support any activations within their assigned regional area. When not activated to manage specific monitoring contracts and operations, these Regional Managers provide ongoing client relationship management, pre-event planning, and hauler coordination. The Debris Monitoring leadership (Managing Director and Regional Managers) use the PMF for general business program management, client relationship management, event mobilization, and project-specific operations management.

Ongoing Program Management

Through a combination of management software tools, the Debris Monitoring practice maintains information on the following elements:

- **Supervisory staffing cadre:** We maintain a database of information on our debris monitoring supervisory cadre, including name, address, potential roles that can be filled, status (whether currently deployed or not), experience with type of events, experience with our firm and other firms, and certifications and training. For proactive staffing in anticipation of an activation, we also have processes for rapid communication with the cadre to determine availability, etc.
- **Asset management:** We track our essential electronic equipment needed for operations, including laptops, monitors, printers, projectors, scanners, hotspots, and handheld electronic ticketing devices. The tracking includes information on who the equipment was assigned to, what project it was used on, and in which Rapid Response Package it is normally housed.
- **Contract data:** We have a library of information on all active and legacy debris contracts, including original contract documents, modifications, closeout documents, etc.

Client Relationship Management

The Regional Managers use the PMF for their ongoing client relationship management, pre-event planning, and hauler coordination. In particular, they create and maintain a client profile (see **Exhibit**



15) that includes all the necessary information to manage the contract throughout the year or upon activation. This client profile includes details such as special contract obligations as set forth in the RFP and the contract, hourly rates, etc.

Exhibit 15: Debris Monitoring Client Profile

| Profile Summary | Contract Information | Demographics |
|---------------------------------|---------------------------------|--|
| ✓ Award level | ✓ Terms & requirements | ✓ Location information for project estimates |
| ✓ Scope (including PA Services) | Operational Requirements | ✓ Assigned Regional Manager |
| ✓ Contract type | ✓ Hauler contracts | ✓ Social media |
| ✓ Available project docs | ✓ Project kick-off tools | |

Event Mobilization

Our Regional Managers continually monitor news and other sources regarding potential weather events (or other events that may result in debris) that may impact the clients in their assigned region. When a particular event appears threatening, they pull information from the Teams site to identify all potential clients in the path of the storm and use GIS to map out potential impacts and identify potential staffing needs. Information on these clients is maintained on the Teams site along with staffing information to assist our corporate HR, recruiting, and travel departments in preparing for an activation.

If it appears that an event has a high likelihood of causing one or more contract activations, the Regional Managers initiate daily operational calls with corporate contracts, HR, recruiting, finance, PMO, travel, & IT. Once a particular contract is activated in response to an event, we create a dedicated channel for organization-wide communication and coordination among the Debris team and all internal Witt O'Brien's support staff (e.g., HR, recruiting, contracts) to coordinate the mobilization of staff. This includes a general communication to our on-call cadre informing them of the potential need to deploy and to collect information regarding availability.

Project-Specific Management

Using the project-dedicated Teams site and other PMF software, the debris monitoring team will manage the contract from initiation to closeout. Examples of tools used during project mobilization and start-up include the following:

- **Activation Planner:** Our managers use the MS planner tool to coordinate activities/action items with internal corporate support functions, such as HR, travel, IT.
- **Deployed Staffing:** Within the PMF, the team uses SharePoint to track all information regarding deployed staff, including: (1) mobilization requests; (2) adding/removing staff from projects or positions; (3) demobilization requests (e.g., project assignment, effective dates, reasons for change); (4) travel data (e.g., lodging, rental cars, receipts).
- **Local Hires & Subcontractor Staffing:** For all local hires and subcontractor staff, the PMF tracks basic data (name, phone, email, project, start date, position, etc.). It also includes specific information on hiring status (e.g., training status, onboarding, uploading into Workday),

release status (e.g., unable to complete training, project downsizing, job performance, employee resignation), and demobilization information (e.g., release data, whether eligible for rehire).

- **Required Documents:** The PMF includes a required documents section that ensures that we have all the documents from our clients that are needed to set up the projects to correctly ticket in **DebrisPro™** and begin operations.
- **Client Kick-Off Agenda & Minutes:** Our Regional and Project Managers upload and track in PMF all the data from the kick-off meeting, including client, attendees, date, debris estimates, debris types & categories, operational approach, truck count, TDSRS locations and status, certification and ramp-up plans, goal completion dates, and reporting requirements.
- **Project Execution Plan:** The kick-off agenda forms the basis for the project action plan. The PMF includes an Operational Approach section that allows managers to input and track specific activities, status updates, and schedules. Once the plan is developed, the information is moved into the Planner function, which displays tasks by project phase (e.g., Pre-Initiation, Mobilization, Project Initiation, Execution, Closeout) and identifies the responsible individual. As the project progresses, the SharePoint site is updated with new data, completion of activities, and a timeline of events. This provides our managers the ability to develop and track milestones throughout the project lifecycle, and identify, analyze, and resolve project constraints.

The PMF has additional features that are used daily to manage specific elements of the project during execution:

- **Asset Management:** The PMF is used to track category of asset; specific project; assigned Rapid Response Package; employee using equipment; and equipment brand, model, and asset tag.
- **208 Daily Safety Message:** During operations, the Project Manager uses the PMF to track data for daily safety messages, including project, operational period, safety topics, and weather.
- **Daily Report of Stats:** The PMF is used to manage and report on staffing, including billable positions, additional staffing needs, and unmet needs.
- **Project Journal:** This PMF feature is used by Project Managers and Operations Managers to track and report on the Action & Decision Log; Risk & Issue Log; Change Requests; and Project Updates.
- **Supervisor Daily Journal:** The Field Supervisors track incidents, including type, manager involved, details, resolution, and employee's assignment.
- **Invoice Tracker:** This feature is used to track invoice periods and status updates for hauler's, subcontractor's, and Witt O'Brien's invoices.
- The PMF includes several components that are used to report and track overall project information and performance for use following project closeout:
 - **Project After-Action (Lessons Learned Log):** The Project Manager tracks lessons learned during all phases of the operational process.


- **Case Study:** In preparation for case studies, the team tracks weather event, client, period of performance, category and type of debris, monitored volumes, costs, staff counts, key staff, special circumstances and challenges, and photos.

3. REFERENCES


| City of Sanford, Florida (Hurricanes Irma and Ian) | | |
|--|--|---|
| Client Information |  CITY OF SANFORD FLORIDA | POC: Marie Duffy, Environmental Administrative Specialist Phone: (407) 688-5000, Ext 5405 Email: marie.duffy@sanfordfl.gov POP: September 2017 – December 2022 Contract Value: \$257,916+ |
| Description of Services | <p>Witt O'Brien's provided the following debris monitoring support for Sanford in the past 5 years:</p> <ul style="list-style-type: none"> ▪ Hurricane Irma (2017): Witt O'Brien's monitored the removal and disposal of 62,325 CY of vegetative and C&D debris (9/17 – 3/18) ▪ Hurricane Ian (2022): Witt O'Brien's monitored the removal and disposal of 44,646 CY of vegetative and C&D debris (including mulch) and 13 hazardous trees/limbs (9/22 – 12/22) | |
| City of Venice, Florida (Hurricane Ida) | | |
| Client Information |  Venice, FL <i>City on the Gulf</i> | POC: Ashlee Castle, Public Works Assistant Director Phone: (941) 486-2422 Email: Acastle@venicefl.gov POP: September 2022 – December 2022 Contract Value: \$658,401 |
| Description of Services | <p>Following Hurricane Ida, Witt O'Brien's monitored the removal and disposal of 195,779 CY of vegetative and C&D debris and 3,147 hazardous trees.</p> <p>Additionally, we have started working with the City to assist with the FEMA Grants Management process to prepare projects for reimbursement of costs related to Ian recovery. To date the FEMA Damage Inventory has been submitted which contains 119 damage line items valued at almost \$14 million and the project formulation and completion process has commenced.</p> | |
| Lafourche Parish, Louisiana (Hurricanes Gustav, Isaac, Barry, Zeta, and Ida) | | |
| Client Information |  Lafourche PARISH Government | POC: Samuel Shanklin, Solid Waste Manager Phone: (985) 493-6928 Email: Shanklinsd@lafourchegov.org POP: June 2008 – March 2022 Contract Value: \$5,842,573 |

| | |
|--------------------------------|---|
| Description of Services | <p>Witt O'Brien's has provided the following debris monitoring support for Lafourche Parish since Hurricane Gustav in 2008, followed by Hurricane Isaac in 2012. In the past five years, we have conducted the following services:</p> <ul style="list-style-type: none"> ▪ Hurricane Barry (2019): We monitored the removal and disposal of 8,415 CY of vegetative debris. ▪ Hurricane Zeta (2020): We monitored the removal and disposal of 67,268 CY of vegetative and C&D debris. ▪ Hurricane Ida (2021): Our team monitored the removal and disposal of 1,691,784 CY of debris (vegetative, C&D, haul-out), 9,014 hazardous trees/limbs, 1,915 pieces of white goods (e.g., refrigerators full of putrescible waste), and 2,644 CY of ash. As part of the Ida operations, the team identified nearly 550 PPDR/demolition properties to be addressed. We also provided guidance and assistance to the Parish on the process of collecting ROEs so that we could begin the demo/PPDR assessment/survey. |
|--------------------------------|---|

City of New Orleans, Louisiana (2017 Tornado and Hurricanes Zeta and Ida)

| | | |
|--------------------------------|---|---|
| Client Information |  <small>CITY OF NEW ORLEANS</small> | <p>POC: Matt Torri, Sanitation Department Phone: (504) 658-7646 Email: mrtorri@nola.gov POP: March 2017 – March 2022 Contract Value: \$2,858,318</p> |
| Description of Services | <p>Witt O'Brien's has provided the following debris monitoring services for the City of New Orleans:</p> <ul style="list-style-type: none"> ▪ 2017 tornado: We monitored the removal and disposal of 57,172 CY of vegetative and C&D debris, over 550 lbs. of HHW, and more than 200 hazardous trees. ▪ Hurricane Zeta (2020): We monitored the removal and disposal of 103,260 CY of vegetative and C&D debris and 4,550 hazardous trees. ▪ Hurricane Ida (2021): We monitored the removal of 354,485 CY of debris (vegetative, C&D debris, and mulch), 16,730 hazardous trees/limbs/stumps, and 8,306,665 lbs of solid waste. | |

City of Thibodaux, Louisiana (Hurricane Ida)

| | | |
|---------------------------|--|--|
| Client Information |  <small>CITY OF THIBODAUX LOUISIANA 1838</small> | <p>POC: Jacques Thibodeaux, Special Projects Coordinator, Emergency Management Director Phone: (504) 915-3120 Email: JacquesT@ci.thibodeaux.la.us POP: September 2021 – December 2021 Contract Value: \$620,033</p> |
|---------------------------|--|--|

Description of Services

Hurricane Ida (2021): Witt O'Brien's monitored the removal of 141,622 CY of vegetative and C&D debris, mulch, and reduced C&D haul-out and 746 hazardous trees/limbs.

Exhibit 16 provides a select list of our debris monitoring projects within the last 5 years.

Exhibit 16: Witt O'Brien's Debris Monitoring Experience

| Client/POP/Revenue | Description of Services/Point of Contact |
|---|--|
| Hurricane Ian (2022) | |
| Bradenton, FL (9/22 – 11/22) | Monitored the removal and disposal of 72,647 CY of vegetative debris (including mulch) and 1,242 hazardous trees Client: Craig Keys, Public Works Section Manager, (941) 744-6522, Craig.Keys@bradentonFL.gov |
| Palmetto, FL (9/22 – 11/22) | Monitored the removal and disposal of 31,698 CY of vegetative and C&D debris (including mulch) and 77 hazardous trees Client: Mohammed Rayan, Director of Public Works, (941) 723-4580, mrayan@palmettofl.org |
| Edgewater, FL (9/22 – 12/22) | Monitored the removal and disposal of 122,210 CY of vegetative and C&D debris Client: Randy Coslow, Director of Environmental Services / City Engineer, (386) 616-0798, rcoslow@cityofedgewater.org |
| Sanford, FL (9/22 – 12/22) | Monitored the removal and disposal of 44,646 CY of vegetative and C&D debris (including mulch) and 13 hazardous trees/limbs Client: Marie Duffy, Environmental Administrative Specialist, (407) 688-5000 Ext. 5405, Marie.Duffy@sanfordfl.gov |
| Venice, FL (9/22 – 12/22) | Monitored the removal and disposal of 195,779 CY of vegetative and C&D debris, 3,147 hazardous trees, and 6 stumps Client: Ashlee Castle, Public Works Assistant Director, (941) 486-2422 or (941) 716-0963, ACastle@venicefl.gov |
| Lake County, FL (10/22 – 12/22) | Monitored the removal and disposal of 51,921 CY of vegetative debris and mulch, with reduction by burning and grinding Client: Mary Hamilton, Operations Director - Public Works, (352) 253-6006, mary.hamilton@lakecountyfl.gov |
| Ponce Inlet, FL (10/22 – 12/22) | Monitored the removal and disposal of 4,128 CY of vegetative and C&D debris Client: Amber Spears, Office Manager, (386) 322-6729, aspears@ponce-inlet.org |

| Hurricane Ida (2021) | |
|--|--|
| City of New Orleans, LA (9/21 – 2/22) | Monitored the removal and disposal of 354,485 CY of vegetative and C&D debris, 16,730 hazardous trees/limbs/stumps, and 8,306,665 lbs. of solid waste (trash) |
| | Client: Matt Torri, Deputy Director, Department of Sanitation, (504) 658-7646, mrtorri@nola.gov |
| Lafourche Parish, LA (8/21 – present) | Monitored the removal and disposal of more than 1.7 million CY of vegetative and C&D debris, 9,137 hazardous trees/limbs, 1,915 pieces of white goods, and 2,644 CY of ash. Currently monitoring the removal of PPDR debris and demolition debris. |
| | Client: Samuel Shanklin, Solid Waste Manager, (985) 493-6928, shanklinsd@lafourchegov.org |
| City of Thibodaux, LA (9/21 – 11/21) | Monitored the removal and disposal of 141,622 CY of vegetative and C&D debris and 746 hazardous trees/limbs |
| | Client: Jacques Thibodeaux, Special Projects Coordinator, (504) 915-3120 jacquesT@cithibodeaux.la.us |
| Greater Lafourche Port Commission, LA (10/21 – 3/22) | Monitored the removal and disposal of 79,786 C&D debris, reduced C&D haul-out, and recyclable C&D haul-out |
| | Client: Davie Breaux, Deputy Port Director, (985) 632-6701, davieb@portfourchon.com |
| SE LA Flood Protection Authority, LA (9/21 – 1/22) | Monitored the removal and disposal of 43,583 CY of vegetative and C&D debris and 517 hazardous trees/limbs. Removed 82 creosote pilings/timber, 49 tires, and 3 boats from levees |
| | Client: Ryan Foster, P.E., Flood Protection Authority – East, (504) 286-3100 Ext. 3157 (Office), rfoster@floodauthority.org |
| Hurricane Zeta (2020) | |
| Lafourche Parish, LA (10/20 – 3/21) | Monitored the removal and disposal of 67,468 CY of vegetative and C&D debris. Vegetative debris was burned in accordance with state regulations |
| | Client: Samuel Shanklin, Solid Waste Manager, (985) 493-6928, shanklinsd@lafourchegov.org |
| City of New Orleans, LA (10/20 – 4/21) | Monitored the removal and disposal of 103,260 CY of vegetative and C&D debris and 4,550 hazardous trees |
| | Client: Matt Torri, Deputy Director, Department of Sanitation, (504) 658-7646, mrtorri@nola.gov |
| Hurricane Laura (2020) | |
| Natchitoches Parish, LA (8/20 – 12/20) | Monitored the removal and disposal of 18,430 CY of vegetative debris and 7,447 hazardous trees |
| | Client: John Richmond, Parish President, (318) 352-2714, jrichmond@npgov.org |
| City of Ruston, LA (8/20 – 10/20) | Monitored the removal and disposal of 8,415 CY of vegetative debris from ROW and state roads; also monitored the burning of debris as final disposal |
| | Client: John Freeman, Construction Projects Supervisor, (318) 245-2398, jfreeman@ruston.org |

| Hurricane Sally (2020) | |
|---|--|
| Milton, FL (9/20 – 10/20) | Monitored the removal and disposal of 14,067 CY of vegetative debris and 234 hazardous trees Client: Randy Jorgenson, City Manager, (850) 983-5411, citymanager@mymiltonflorida.com |
| Hurricane Isaias (2020) | |
| New Hanover County, NC (8/20 – 10/20) | Monitored the removal and disposal of 173,787 CY of vegetative and C&D debris and 743 hazardous trees, limbs, and stumps Client: Joe Suleyman, Environmental Management Director, (910) 798-4403, jsuleyman@nhcgov.com |
| City of Wilmington, NC (8/20 – 9/20) | Monitored the removal and disposal of 230,066 CY of vegetative debris Client: Dave Mayes, P.E., Public Services Director, (910) 341-5880 Dave.Mayes@wilmingtonnc.gov |
| Hurricane Barry (2019) | |
| Lafourche Parish, LA (7/19 – 8/19) | Monitored the removal and disposal of 8,415 CY of vegetative debris from ROW and state roads Client: Samuel D. Shanklin, Solid Waste Manager, (985) 493-6928, shanklinsd@lafourchegov.org |
| Hurricane Florence (2018) | |
| New Hanover County, NC (9/18 – 2/19) | Monitored the removal and disposal of 1,603,716 CY of vegetative, C&D, and mulch debris and 7,690 hazardous trees Client: Joe Suleyman, Environmental Management Director, (910) 798-4403, jsuleyman@nhcgov.com |
| Wayne County, NC (9/18 – 2/19) Revenue: \$10,654 | Monitored the removal and disposal of 97,940 lbs. of C&D debris Client: Aaron Stryker, EM Director, (919) 731-1416 Ext. 3 |
| City of Wilmington, NC (9/18 – 2/19) | Monitored the removal and disposal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees/limbs Client: Dave Mayes, P.E., Public Services Director, (910) 341-5880, Dave.Mayes@wilmingtonnc.gov |
| Hurricane Michael (2018) | |
| Washington County, FL (10/18 – 6/19) | Monitored the removal and disposal of 1,957,108 CY of vegetative and C&D debris and 54,595 hazardous trees Client: Jeff Massey, County Administrator, (850) 638-5200, jmassey@washingtonfl.com |

| Hurricane Irma (2017) | |
|--|--|
| Alachua County, FL (9/17 – 3/18) | Monitored the removal and disposal of 227,412 CY of vegetative and C&D debris and 32,528 hazardous trees |
| | Client: Gus Olmos, P.E., Interim Director, (352) 548-1282 (Office), gus@alachuacounty.us |
| Brunswick, GA (9/17 – 3/18) | Monitored the removal and disposal of 48,401 CY of vegetative and C&D debris and 1 hazardous tree |
| | Client: Tanet Myers, Assistant City Manager, (912) 267-5536 |
| Coral Gables, FL (9/17 – 3/18) | Monitored the removal and disposal of 656,334 CY of vegetative and C&D debris and 17,093 hazardous trees |
| | Client: Deena Bell Llewellyn, Asst Dir. of Public Works, (305) 460-5165, dbell@coralgables.com |
| Davie, FL (9/17 – 3/18) | Monitored the removal and disposal of 543,729 CY of vegetative and C&D debris and 4,342 hazardous trees |
| | Client: Osdel Larrea, (954) 797-2086, Osdel_Fernandez-Larrea@davie-fl.gov |
| Edgewater, FL (9/17 – 3/18) | Monitored the removal and disposal of 66,066 CY of vegetative and C&D debris |
| | Randy Coslow, P.E., Director, Environmental Services, (386) 424-2400 Ext. 4007, rcoslow@cityofedgewater.org |
| Homestead, FL (9/17 – 3/18) | Monitored the removal and disposal of 264,655 CY of vegetative and C&D debris |
| | Client: Tracy Moore, (305) 224-4589, tmoore@cityofhomestead.com |
| Miami Lakes, FL (9/17 – 3/18) | Monitored the removal and disposal of 97,550 CY of vegetative debris and 9,549 hazardous trees |
| | Client: Ismael Diaz, Chief Financial Officer, (305) 827-4014, diazi@miamilakes-fl.gov |
| Nassau County, FL (9/17 – 3/18) | Monitored the removal and disposal of 259,169 CY of vegetative and C&D debris and 7,192 hazardous trees |
| | Client: Chris Lacambra, Director of Office of Management and Budget, (904) 530-6010, clacambra@nassaucountyfl.com |
| North Lauderdale, FL (9/17 – 3/18) | Monitored the removal and disposal of 117,524 CY of vegetative debris and 882 hazardous trees |
| | Client: Sam May, Public Works/Utilities Director, (954) 724-7070 Ext. 4756, smay@nlauderdale.org |
| Ocala, FL (9/17 – 3/18) | Monitored the removal and disposal of 205,905 CY of vegetative debris and 440 hazardous trees; included removal from private property and parks |
| | Client: Judy Wade, Fiscal Administrator, Public Works, (352) 351-6768, jwade@ocalafl.org |

| | |
|---|--|
| Plantation, FL (9/17 – 3/18) | Monitored the removal and disposal of 686,383 CY of vegetative and C&D debris and 14,072 hazardous trees |
| | Client: Steve Rodgers, Public Works Director, (954) 452-2535, SRodgers@plantation.org |
| Southwest Ranches, FL (9/17 – 3/18) | Monitored the removal and disposal of 202,794 CY of vegetative and C&D debris and 709 hazardous trees |
| | Client: Rod Ley, Public Works Director, (954) 343-7444, rley@southwestranches.org |

4. RATE SCHEDULE

| Position | Hourly Rate |
|----------------------------|-------------|
| Project Manager | 70.00 |
| Operations Manager | 55.00 |
| Field Supervisors | 49.00 |
| Data Support Personnel | 33.00 |
| Debris Site/Tower Monitors | 34.00 |
| Field Monitors | 34.00 |
| FEMA Reimbursement Manager | 95.00 |
| Data Manager | 50.00 |

5. ATTACHMENTS/ADMINISTRATIVE INFORMATION

Financial Stability

Proper and Valid Licensing to conduct business in the State of Florida.

Current Applicable Certifications.

Addendum Acknowledgement (Attachment A)

Public Entities Crimes Statement (Attachment B).

Experience of Responder (Attachment C)

Drug-Free Workplace Certificate (Attachment D)

E-Verify Affidavit (Attachment F)

Certificate of Insurance (proof of current coverage).

All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

FINANCIAL STABILITY



5/18/2022

WITT O'BRIEN'S, LLC
2200 ELLER DR,
PO BOX 13038, FORT LAUDERDALE,
FL, 33316-0101, USA

RE: WITT O'BRIEN'S, LLC

To Whom It May Concern,

This letter is being delivered to you to provide information on the Company's banking relationship with JPMorgan Chase Bank, N.A (the "Bank").

We can hereby confirm that WITT O'BRIEN'S, LLC. has maintained accounts at the Bank since 08/23/2021 and has operated the accounts in a satisfactory manner.

Please be advised that this letter refers only to facts as they exist as of the date of this letter and the Bank shall have no duty or obligation to inform the addressee hereof of any future changes in such facts. This letter is solely for the benefit of the addressee hereof for the referenced purpose, and may not be relied on by any other person or for any other purpose.

Sincerely,

Donald K. Hunt

Donald Hunt
Executive Director
JPMorgan Chase Bank, N.A.
504-623-2055
Donald.k.hunt@chase.com

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ABOUT THIS MESSAGE This letter gives you updates and information about your JPMC relationship.

STATE OF FLORIDA LICENSING


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Witt O'Brien

Search

Detail by Entity Name

Foreign Limited Liability Company

WITT O'BRIEN'S LLC

Filing Information**Document Number**

M10000003124

FEI/EIN Number

27-2783923

Date Filed

07/14/2010

State

DE

Status

ACTIVE

Last Event

LC AMENDMENT

Event Date Filed

01/30/2019

Event Effective Date

NONE

Principal Address

2200 ELLER DRIVE

FORT LAUDERDALE, FL 33316

Changed: 04/11/2022

Mailing Address

P.O. BOX 13038

FORT LAUDERDALE, FL 33316

Changed: 03/05/2015

Registered Agent Name & Address

NRAI SERVICES, INC

1200 S PINE ISLAND RD

PLANTATION, FL 33324

Name Changed: 08/26/2014

Address Changed: 08/26/2014

Authorized Person(s) Detail**Name & Address**

Title CEO

WHIPPLE, TIM

818 Town & Country Blvd

Suite 200

Houston, TX 77024

Title SENIOR MANAGING DIRECTOR

FENTON, GREGORY

CITYCENTRE TWO

818 TOWN & COUNTRY BOULEVARD

SUITE 200
 HOUSTON, TX 77024
 Title DIRECTOR OF CONTRACTS & COMPLIANCE
 JOINER, CHERYL
 CITYCENTRE TWO
 818 TOWN & COUNTRY BOULEVARD
 SUITE 200
 HOUSTON, TX 77024
 Title VP-HUMAN RESOURCES
 PASHKO, MICHELLE
 CITYCENTRE TWO
 818 TOWN & COUNTRY BOULEVARD
 SUITE 200
 HOUSTON, TX 77024
 Title Manager
 Borlenghi, Guilherme Patini
 818 Town & Country Blvd
 Suite 200
 Houston, TX 77024
 Title Manager
 da Costa Silva, Thiago Patini
 818 Town & Country Blvd
 Suite 200
 Houston, TX 77024

Annual Reports

Report Year Filed Date

| | |
|------|------------|
| 2021 | 03/24/2021 |
| 2022 | 04/11/2022 |
| 2022 | 12/15/2022 |

Document Images

| | |
|---|--|
| 12/15/2022 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/11/2022 -- ANNUAL REPORT | View image in PDF format |
| 03/24/2021 -- ANNUAL REPORT | View image in PDF format |
| 06/24/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/25/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/30/2019 -- LC Amendment | View image in PDF format |
| 04/11/2018 -- ANNUAL REPORT | View image in PDF format |
| 08/14/2017 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/24/2017 -- ANNUAL REPORT | View image in PDF format |
| 04/15/2016 -- ANNUAL REPORT | View image in PDF format |
| 03/10/2015 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 03/05/2015 -- ANNUAL REPORT | View image in PDF format |

| | |
|---|--|
| 08/26/2014 -- CORLCRACHG | View image in PDF format |
| 04/09/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/29/2013 -- ANNUAL REPORT | View image in PDF format |
| 01/08/2013 -- LC Name Change | View image in PDF format |
| 03/14/2012 -- ANNUAL REPORT | View image in PDF format |
| 03/23/2011 -- ANNUAL REPORT | View image in PDF format |
| 07/14/2010 -- Foreign Limited | View image in PDF format |

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Florida Department of State, Division of Corporations

STATE OF FLORIDA CERTIFICATE OF GOOD STANDING

*State of Florida
Department of State*

I certify from the records of this office that WITT O'BRIEN'S LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on July 14, 2010.

The document number of this limited liability company is M10000003124.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on March 24, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of March, 2022*



Randy Rhee
Secretary of State

Tracking Number: 9223631311 CU

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

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

ADDENDUM ACKNOWLEDGMENT

DocuSign Envelope ID: 6FB2785D-7FB6-45BF-A289-29AD370425B4
NC23-034-RFP

14

**ATTACHMENT A
ADDENDA ACKNOWLEDGMENT**

| | |
|--|---|
| Acknowledgment is hereby made of receipt of RFP addenda issued during the solicitation period. | Addendum # <u> 1 </u> through # <u> 1 </u> Date: 5/17/2023 |
| Signature of Person Completing: <i>Cheryl Joiner</i> | |
| Printed Name: Cheryl Joiner | Title: Director of Contracts and Compliance |

>>>Failure to submit this form may disqualify your response<<<

DocuSign Envelope ID: 6FB2785D-7FB6-45BF-A289-29AD370425B4



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Procurement Department
96135 Nassau Place, Suite 2
Yulee, Florida 32097
Ph: 904-530-6040

REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.

TO: All Proposers
FROM: Lanaee Gilmore, Procurement Director
SUBJECT: Addendum #1
Request for Proposals Number NC23-034
Hurricane/Disaster - Field Debris Monitoring
DATE: May 8, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

Questions and Answers

- 1. Section 35. Notices - Will the County consider email with delivery receipt to communicate notices?

Answer: Yes.

- 2. Please confirm that this bid, NC23-034RFP, corresponds with NC23-046-RFP, the number on the provided documents, which carries the same name but otherwise does not exist on PlanetBids.

Answer: NC23-034 is the correct RFP number, NC23-046 is a typo. Revised cover page is included with this addendum.

The solicitation due date and opening time remains: May 18, 2023 at 10:00 AM EST

Attachment: Revised Cover Page for NC23-034.

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Witt O'Brien's, LLC

Vendor Signature: Cheryl Joiner Date: 5/17/2023

End of Addendum #1

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REVISED

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

HURRICANE/DISASTER – FIELD DEBRIS MONITORING

RFP NO. NC23-034-RFP

PROPOSALS ARE DUE NOT LATER THAN

MAY 18, 2023 @ 10:00 A.M.

PUBLIC ENTITY CRIMES STATEMENT

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NC23-034-RFP

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ATTACHMENT B
SWORN STATEMENT
UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH RESPONSE

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

1. This sworn statement is submitted with Response, Proposal or Contract for Hurricane/Disaster - Field Debris Monitoring, RFP No. NC23-046-RFP.
2. This sworn statement is submitted by Witt O'Brien's, LLC
 (entity submitting sworn statement), whose business address is 818 Town & Country Blvd, Ste 200, Houston, TX 77024 and its Federal Employee Identification Number (FEIN) is 27-2783923. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Cheryl Joiner (please print name of individual signing), and my relationship to the entity named above is Director of Contracts and Compliance.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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NC23-034-RFP

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

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

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

The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

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

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

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

Cheryl Joiner

Signature

5/4/2023

Date

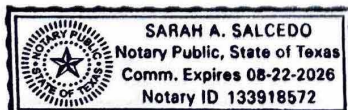
State of: Texas

County of: Collin

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4th day of May, 2023 by Cheryl Joiner who is personally known to me or produced _____ as identification.

Sarah A. Salcedo
Notary Public

My commission expires: 8/22/26



EXPERIENCE OF RESPONDER**ATTACHMENT C****Experience of Respondent**

The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.

1. FIRM NAME: Witt O'Brien's, LLCAddress: 818 Town & Country Blvd, Ste 200County/State/Zip: Harris County/Texas/77024Phone: 281-320-9796Email: contractrequests@wittobriens.comName of primary contact responsible for work performance: Scott StoermerManaging Director Cell Phone: 314-920-6193Email: sstoermer@wittobriens.com**2. INSURANCE:**Surety Company: Westchester Fire Insurance CompanyAgent Company: Valent Group, LLCAgent Contact: Seth StoneTotal Bonding Capacity: \$10 Million Value of Work Presently Bonded: \$5,250,000**3. EXPERIENCE:**Years in business: 22 YearsYears in business under this name: 11 YearsYears performing this type of work: 19 Years

Value of work now under contract: \$207 Million

Value of work in place last year: \$161 Million

Percentage (%) of work usually self-performed: 85%

Name of sub-vendors you may use: MRSW Management, LLC, Veterans Staffing & Recruiting Services (VSRS), LLC, Savard Labor & Marine Personnel, Alpha 1 Staffing, Attac Group, Inc.

Has your firm: Failed to complete a contract: NoBeen involved in bankruptcy or reorganization: NoPending judgment claims or suits against firm: No

4. PERSONNEL

How many employees does your company employ: 1,258

| Position/Category (List all) | Full-Time | Part-Time |
|-------------------------------|------------|--------------|
| Accounting/Finance/Audit | 30 | 5 |
| Administrator/Analyst/IT | 16 | 9 |
| Consultant | 35 | 176 |
| Managing Director | 9 | N/A |
| Customer Service; QA/QC | 15 | 102 |
| Business Development | 6 | N/A |
| Coordinator | 9 | 1 |
| Director | 30 | N/A |
| Disaster Recovery Specialist | 5 | 20 |
| Grants Management Specialist | 4 | 2 |
| Manager/Project Manager | 22 | 18 |
| HR/Recruiter/Cadre | 12 | 4 |
| Marketing/Graphic Design | 4 | 2 |
| Compliance Services | 6 | 3 |
| Planner | 1 | N/A |
| Contracts Specialist/Attorney | 5 | 1 |
| Practice Lead/Deputy | 5 | N/A |
| Debris Services | 6 | 348 |
| Administrative | 8 | N/A |
| Copy Editor | 1 | 1 |
| Communications | 1 | N/A |
| Proposals | 6 | 4 |
| Subject Matter Expert | 3 | 277 |
| Vice President | 3 | N/A |
| Response Operations | 12 | 31 |
| TOTAL | 254 | 1,004 |

5. WORK EXPERIENCE

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:

Company/Agency Name: City of Sanford, FL

Address: 300 N Park Ave, Sanford, FL 32771

Contact Person: Marie Duffy, Environmental Administrative Specialist

Phone: 407-688-5000, Ext 5405 Email: marie.duffy@sanfordfl.gov

Project Description: Witt O'Brien's provided the following debris monitoring support for Sanford in the past 5 years: Hurricane Irma (2017): Witt O'Brien's monitored the removal and disposal of 62,325 CY of vegetative and C&D debris (9/17 – 3/18). Hurricane Ian (2022): Witt O'Brien's monitored the removal and disposal of 44,646 CY of vegetative and C&D debris (including mulch) and 13 hazardous trees/limbs (9/22 – 12/22)

Contract \$ Amount: \$257,916

Date Completed: December 2022

Reference #2:

Company/Agency Name: City of Venice, FL

Address: 401 West Venice Ave, Venice, FL 34285

Contact Person: Ashlee Castle, Public Works Assistance Director

Phone: 941-486-2422 Email: Acastle@venicefl.gov

Project Description: Following Hurricane Ida, Witt O'Brien's monitored the removal and disposal of 195,779 CY of vegetative and C&D debris and 3,147 hazardous trees. Additionally, we have started working with the City to assist with the FEMA Grants Management process to prepare projects for reimbursement of costs related to Ian recovery. To date the FEMA Damage Inventory has been submitted which contains 119 damage line items valued at almost \$14 million and the project formulation and completion process has commenced.

Contract \$ Amount: \$658,401

Date Completed: December 2022

Reference #3:

Company/Agency Name: Lafourche Parish, LA

Address: 402 Green Street, Thibodaux, LA 70301

Contact Person: Samuel Shanklin, Solid Waste Manager

Phone: 985-493-6928 Email: Shanklinsd@lafourchegov.org

Project Description: Witt O'Brien's has provided the following debris monitoring support for Lafourche Parish since Hurricane Gustav in 2008, followed by Hurricane Isaac in 2012. In the past five years, we have conducted the following services: Hurricane Barry (2019): We monitored the removal and disposal of 8,415 CY of vegetative debris. Hurricane Zeta (2020): We monitored the removal and disposal of 67,268 CY of vegetative and C&D debris. Hurricane Ida (2021): Our team monitored the removal and disposal of 1,691,784 CY of debris (vegetative, C&D, haul-out), 9,014 hazardous trees/limbs, 1,915 pieces of white goods (e.g., refrigerators full of putrescible waste), and 2,644 CY of ash. As part of the Ida operations, the team identified nearly 550 private property debris removal (PPDR)/demolition properties to be

addressed. We also provided guidance and assistance to the Parish on the process of collecting rights of entry (ROEs) so that we could begin the demo/PPDR assessment/survey.

Contract \$ Amount: \$5,842,573

Date Completed: March 2022

REMINDER:

THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.

DRUG-FREE WORKPLACE CERTIFICATE

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ATTACHMENT D

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm)

Witt O'Brien's, LLC

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

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NC23-034-RFP

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"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

Cheryl Joiner

Authorized Signature

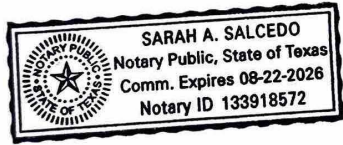
5/4/2023

Date Signed

State of: Texas

County of: Collin

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or online notarization, this 4th day of May, 20 23 by Cheryl Joiner who is personally known to me or ___ produced _____ as identification.



Sarah A. Salcedo

Sarah A. Salcedo
Notary Public

My commission expires:
8/22/26

E-VERIFY AFFIDAVIT

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NC23-034-RFP

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ATTACHMENT F
**NASSAU COUNTY E-VERIFY FORM UNDER
SECTION 448.095, FLORIDA STATUTES**

Project Name:

Hurricane/Disaster - Field Debris Monitoring

 Bid No./Contract No.: RFP No. NC23-046-RFP
DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit

(Attachment "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and

- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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NC23-034-RFP

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ATTACHMENT "F-1"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Witt O'Brien's, LLC (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Witt O'Brien's, LLC (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Cheryl Joiner

Print Name: Cheryl Joiner

Date: 5/4/2023

STATE OF TEXAS

COUNTY OF Collin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5/4/2023 (Date) by Cheryl Joiner, Director of Contracts and Compliance (Name of Officer or Agent, Title of Officer or Agent) of Witt O'Brien's, LLC (Name of Contractor Company Acknowledging), a Delaware (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Personally Known as identification.

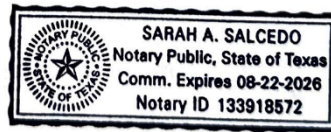
Sarah A. Salcedo

Notary Public

Sarah A. Salcedo

Printed Name

My Commission Expires: 8/22/26





Company ID Number: 369335

Approved by:

| | |
|--|--------------------|
| Employer Witt OBriens LLC | |
| Name (Please Type or Print) Damary A DeLeon | Title |
| Signature Electronically Signed | Date 11/02/2010 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 11/02/2010 |



Company ID Number: 369335

| Information Required for the E-Verify Program | |
|---|--|
| Information relating to your Company: | |
| Company Name | Witt OBriens LLC |
| Company Facility Address | 818 Town and Country Blvd. Suite 200 Houston, TX 77024 |
| Company Alternate Address | |
| County or Parish | HARRIS |
| Employer Identification Number | 272783923 |
| North American Industry Classification Systems Code | 541 |
| Parent Company | |
| Number of Employees | 1000 to 2499 |
| Number of Sites Verified for | 52 site(s) |



Company ID Number: 369335

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | | | |
|----|---|----|---|
| AK | 1 | VI | 1 |
| AL | 1 | VT | 1 |
| AR | 1 | WA | 1 |
| AZ | 1 | WI | 1 |
| CA | 1 | WV | 1 |
| CO | 1 | | |
| CT | 1 | | |
| DC | 1 | | |
| DE | 1 | | |
| FL | 1 | | |
| GA | 1 | | |
| HI | 1 | | |
| IA | 1 | | |
| ID | 1 | | |
| IL | 1 | | |
| IN | 1 | | |
| KS | 1 | | |
| KY | 1 | | |
| LA | 1 | | |
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| NY | 1 | | |
| OH | 1 | | |
| OK | 1 | | |
| OR | 1 | | |
| PA | 1 | | |
| PR | 1 | | |
| RI | 1 | | |
| SC | 1 | | |
| SD | 1 | | |
| TN | 1 | | |
| TX | 1 | | |
| UT | 1 | | |
| VA | 1 | | |



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/02/2022

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

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

| | | | |
|---|--|--|--|
| PRODUCER Valent Group, LLC 3500 Blue Lake Drive, Ste. 120 Birmingham AL 35243 | | CONTACT NAME: Seth Stone PHONE (A/C, No, Ext): (205) 262-2700 FAX (A/C, No): (205) 262-2701 E-MAIL ADDRESS: sstone@valentgroup.com | |
| INSURED Witt O'Brien's, LLC O'Brien's Response Management, LLC 818 Town & Country Blvd, Suite 200 Houston TX 77024 | | INSURER(S) AFFORDING COVERAGE INSURER A: Steadfast Insurance Company NAIC # 26387 INSURER B: Zurich American Ins Co 16535 INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 2022 COI REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability (see attached) <input checked="" type="checkbox"/> Pollution Liability (see attached) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GPL8713651 | 10/24/2022 | 08/11/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | BAP8713644-01 | 10/24/2022 | 08/11/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | SXS8598576-00 | 10/24/2022 | 08/11/2023 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC 8713648-00 | 10/24/2022 | 08/11/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

| | |
|--|--|
| CERTIFICATE HOLDER Informational Purposes Only | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | | |
|-----------------------------|-----------|--------------------------------------|--|
| AGENCY Valent Group, LLC | | NAMED INSURED Witt O'Brien's, LLC | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Coverage Information:

General Liability policy includes the following:

Professional Liability - Claims Made

Each Claim Limit: \$1,000,000

Contractor's Pollution Liability - Occurrence

Each Claim Limit: \$1,000,000

Transportation of Materials by Carrier (Auto, Aircraft, Vessel, Rolling Stock) Endorsement applies as follows:

Transportation Each Incident: \$1,000,000

Transportation Aggregate: \$1,000,000

Auto Liability includes the following endorsements:

MCS 90

CA9948 - Pollution Liability - Broadened Coverages for Covered Autos

Workers Compensation includes the following endorsements:

Maritime Employers Liability

Excess Liability is follow form

6. APPENDIX A:

Resumes

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S
PART OF THE **AMBIPAR** GROUP

Curt has more than 15 years of professional experience, including 10 years supporting and managing debris removal monitoring projects in response to major disasters.

Curt has served as Project Manager and SME for debris removal monitoring projects following Hurricanes Ian, Isaias, Florence, Matthew, Irma, Maria, Hermine, and Isaac. He has also served in operations management positions for debris removal monitoring projects in North Carolina, following a severe winter ice storm, and in New Jersey, following Superstorm Sandy. To date, he has overseen the removal, management, and reduction of over 9 million CY of vegetative and C&D debris and 170,000 hazardous trees. He is experienced in PPDR and the process of obtaining ROEs. He has also managed debris removal operations in sites requiring coordination and compliance with environmental and historical preservation. Prior to joining Witt O'Brien's, Curt proudly served in the U.S. Coast Guard.

DEBRIS MONITORING MANAGEMENT, SANFORD, FLORIDA (2022)

Curt was Project Manager for debris removal operations following Hurricane Ian, for which he oversaw the removal of 44,646 CY of vegetative and C&D debris (including mulch) and 13 hazardous trees/limbs.

DEBRIS MONITORING MANAGEMENT, SOUTHEAST LOUISIANA FLOOD PROTECTION AUTHORITY (2021 – 2022)

Curt was Project Manager for debris removal operations following Hurricane Ida, for which he oversaw the removal of 6,783 CY of vegetative debris, 34,855 CY of C&D debris, and 517 hazardous trees/limbs/stumps. His team also monitored the removal of 82 creosote pilings/timber, 49 tires, and 3 boats from levees; debris was deposited by high water during the storm. In addition, Curt assisted in developing the scope of work for the hauling contractor.

DEBRIS MONITORING MANAGEMENT, NEW HANOVER COUNTY, NORTH CAROLINA (2020)

Curt was Project Manager for debris removal operations following Hurricane Isaias, for which he managed the removal of 218,765 CY of vegetative and C&D debris and 743 hazardous trees, limbs, and stumps.

DEBRIS MONITORING MANAGEMENT, MOREHEAD CITY, NORTH CAROLINA (2020)

Curt served as Project Manager for a specialized debris removal operation in Morehead City, North Carolina, following Hurricane Florence. He managed the identification, removal, and disposal of hazardous limbs, trees, and stumps from two historical cemeteries, which required coordination with archeological specialists to ensure compliance with environmental and historic preservation requirements.

DEBRIS MONITORING MANAGEMENT, NEW HANOVER COUNTY, NORTH CAROLINA (2018 – 2019)

CURT JOHNSON

PROJECT MANAGER



YEARS OF EXPERIENCE

20 Years

LICENSES/TRAINING

FEMA IS-35.23, IS 37.23, IS-100.c, IS-101.c, IS-102.c, IS-200.c, IS-230.d, IS-235.c, IS-632.a, IS-633, IS-700.b, IS-800.c, IS-1113

Certified Hazard Analysis and Critical Control Points (HACCP) Manager

OSHA 40-Hour HAZWOPER

Curt was Project Manager for debris removal operations following Hurricane Florence, for which he managed the removal of over 1.6 million CY of vegetative and C&D debris as well as more than 7,500 hazardous trees.

DEBRIS MONITORING MANAGEMENT, U.S. VIRGIN ISLANDS (2017 – 2018)

Curt worked in the USVI as Debris Manager for St. Thomas and Debris SME for all of the Virgin Islands. He managed the removal of WAPA (Water and Power Authority) debris generated by Hurricanes Irma and Maria. After completing the WAPA debris project, he worked as Debris Manager for St. Thomas, St. John, Water Island, and St. Croix, overseeing the electronic mapping of all hazardous trees, limbs, and stumps for the Department of Public Works.

DEBRIS MONITORING MANAGEMENT, MULTIPLE CLIENTS, FLORIDA (2017)

Following Hurricane Irma, Curt served as Project Manager for the debris removal monitoring operations for multiple cities and counties in Central Florida, including Gainesville, Alachua County, and the City of Edgewater. Total amounts monitored and removed included more than 425,000 CY of vegetative and C&D debris, and 32,000 hazardous trees. Additionally, he managed the South Florida Data Processing Center in Fort Lauderdale, which handled the data reconciliation process for 17 municipalities.

DEBRIS MONITORING MANAGEMENT, LIVINGSTON PARISH, LOUISIANA (2016)

Curt served as Operations Manager and Assistant Project Manager for the debris removal operations for Livingston Parish following a major flood. This project involved the removal and disposal of more than 850,000 CY of vegetative, C&D, and putrescent debris as well as HHW, e-waste, white goods, and refrigerant. During this activation, Curt oversaw the execution of over 2,000 ROEs and the subsequent PPDR of those parcels.

DEBRIS MONITORING MANAGEMENT, EDGEWATER AND PONCE INLET, FLORIDA (2016)

Curt served as Project Manager for the debris removal operations for Edgewater and Ponce Inlet following Hurricane Matthew. He managed the removal of nearly 275,000 CY of vegetative and C&D debris and 2,800 hazardous trees.

DEBRIS MONITORING MANAGEMENT, LEON COUNTY AND TALLAHASSEE, FLORIDA (2016)

Curt served as Operations Manager and Project Manager for the debris removal operations for Tallahassee and Leon County, following Hurricane Hermine. He managed the removal of 125,000 hazardous trees, limbs, and stumps.

Rodney has more than 25 years of senior management experience, including 6 years in disaster recovery and debris monitoring.

Rodney has an advanced working knowledge of eligibility guidelines for FEMA debris regulations and funding programs, having both managed and been a part of management teams monitoring the successful removal of millions of CY of storm-related debris, including vegetative and C&D debris, HHW, and e-waste. He is adept at handling complex, on-site operations and has successfully managed large monitoring teams (nearly 100 staff for Hurricane Florence). In 2021, Rodney was responsible for the successful execution of five simultaneous debris monitoring contracts.

He is experienced in debris removal not only from public ROW but also PPDR and the process of obtaining ROEs, private roads, commercial property, and state roads. He has served as Project Manager for debris monitoring operations following Hurricanes Harvey, Irma, Maria, Florence, Barry, Laura, Zeta, Ida, and Ian for multiple clients. Rodney has experience dealing with state and federal agencies to ensure all requirements are met in order to qualify for reimbursement. When not activated for a specific contract, Rodney also serves as Witt O'Brien's Regional Manager for the firm's Texas-based debris monitoring contracts, providing overall client relationship management, pre-event planning, and hauler coordination.

Prior to joining Witt O'Brien's, Rodney had 20 years of experience in managing multi-level operations with successively increasing seniority and responsibilities. In this capacity, he was responsible for supervising teams of hundreds of employees.

DEBRIS MONITORING PROJECT MANAGER, VARIOUS CLIENTS, FLORIDA (2022)

Rodney served as Project Manager for the City of Bradenton and the City of Palmetto during the debris removal operations following Hurricane Ian. He managed the successful removal of 104,345 CY of vegetative and C&D debris and more than 1,300 hazardous trees, as well as the reduction of mulch. He was responsible for managing a team of 80 monitors and supervisors.

PROJECT MANAGER, HMG DEMO BUY-OUT PROGRAM, NEWTON, TEXAS (2022 – PRESENT)

Rodney served as Project Manager for the Hazard Mitigation Grant (HMG) Demo Buy-out program, which involved monitoring the demolition and removal of flooded residential homes, including concrete foundations and driveways. The purpose of the grant was to remove hazardous structures and return the land to its natural state.

DEBRIS MONITORING PROJECT MANAGER, NEW ORLEANS, LOUISIANA (2021 – 2022)

Rodney served as Project Manager for debris removal monitoring operations in the City of New Orleans following Hurricane Ida (2021). He managed a team of more than 120 staff monitoring the removal of 220,073 CY of vegetative debris, 74,431 CY of mulch, 61,981 CY of C&D debris, 16,730 hazardous trees/limbs, and 80 hazardous stumps. Furthermore, the City of New Orleans had to employ its debris hauler to remove the City's solid waste; under Rodney's leadership, Witt O'Brien's established a dedicated team of more than 40 monitors to oversee removal of 8,306,665 lbs. of solid waste (trash).

DEBRIS MONITORING PROJECT OVERSIGHT, MULTIPLE CLIENTS, LOUISIANA (2021 – 2022)

RODNEY W. BYRD
 OPERATIONS MANAGER



YEARS OF EXPERIENCE

25 Years

TRAINING

FEMA ICS-300; ICS-400; IS-35.23; IS-37.23; IS-100.c; IS-200; IS-200.b; IS-632.a; IS-633; IS-700.b; IS-800.c; IS-1113

OSHA 40-Hour HAZWOPER

In his capacity as Witt O'Brien's Regional Manager, Rodney provided oversight for four debris monitoring projects following Hurricane Ida. The clients served were the City of Thibodaux, Lafourche Parish, the Greater Lafourche Port Commission, and the Southeast Louisiana Flood Protection Authority. Across all four projects, the teams monitored the removal of more than 1.7 million CY of vegetative and C&D debris and more than 9,000 hazardous trees/limbs.

DEBRIS MONITORING PROJECT MANAGER, NEW ORLEANS, LOUISIANA (2020 – 2021)

Rodney served as Project Manager for debris removal monitoring operations in the City of New Orleans following Hurricane Zeta (2020). He oversaw two hauling contractors for the removal of 72,282 CY of vegetative debris, 11,220 CY of C&D debris, 19,758 CY of mulch, and 4,550 hazardous trees. He was responsible for managing a team of up to 60 monitors and supervisors. He also managed the reduction and haul-out of mulch and provided the required weekly debris management reports (WDMRs) to Louisiana DEQ on reduction progress. At the client's request, he oversaw the development of frequently updated GIS maps that presented data on debris removal progress in cleared subzones. The city then shared the data through social media to keep the public informed.

DEBRIS MONITORING PROJECT MANAGER, RUSTON, LOUISIANA (2020)

Rodney served as Project Manager for debris removal operations in the City of Ruston following Hurricane Laura, overseeing the removal of 15,078 CY of debris from public ROW. He was responsible for managing a team of 15 monitors and supervisors.

DEBRIS MONITORING PROJECT MANAGER, LAFOURCHE PARISH, LOUISIANA (2020)

Rodney served as Project Manager for debris removal monitoring operations for public ROW in Lafourche Parish following Hurricane Zeta. He managed the removal of 67,468 CY of vegetative and C&D debris, overseeing the final disposal of vegetative debris—which was burned in accordance with state regulations—and the haul-out of C&D debris to landfills for final disposal. Rodney provided the required WDMRs to Louisiana DEQ on the burning progress. He was responsible for managing a team of up to 15 monitors and supervisors.

DEBRIS MONITORING PROJECT MANAGER, NATCHITOCHE PARISH, LOUISIANA (2020)

Rodney served as Project Manager for debris removal monitoring operations for public ROW in Natchitoches Parish following Hurricane Laura, overseeing the removal of 18,430 CY of vegetative debris and 7,447 hazardous trees. In addition to overseeing the final disposal of waste, which was burned in accordance with state regulations, he provided the required WDMRs to Louisiana DEQ on reduction progress. He was responsible for managing a team of up to 45 monitors and supervisors.

DEBRIS MONITORING PROJECT MANAGER, LAFOURCHE PARISH, LOUISIANA (2019)

Rodney served as Project Manager for debris removal monitoring operations for public ROW and state roads in Lafourche Parish following Hurricane Barry. Managing the removal of 8,415 CY of vegetative debris, he oversaw the final disposal of waste, which was burned in accordance with state regulations. He provided the required WDMRs to Louisiana DEQ on burning progress. He was responsible for managing a team of up to 15 monitors and supervisors.

DEBRIS MONITORING PROJECT MANAGER, CITY OF WILMINGTON, NORTH CAROLINA (2018)

Rodney served as Project Manager for debris removal operations in the City of Wilmington following Hurricane Florence, overseeing the removal of approximately 896,462 CY of debris and nearly 10,000 hazardous trees. He managed the reduction and haul-out of mulch, as well as the removal of debris from state roads, private property, private roads, and commercial properties, and the process of

obtaining ROEs for all PPDR. He was responsible for managing a team of nearly 100 monitors and supervisors.

HURRICANE RECOVERY SUPPORT, U.S. VIRGIN ISLANDS (2018)

Rodney supervised mapping efforts in the U.S. Virgin Islands to identify hazardous limbs, trees, and stumps eligible for FEMA reimbursement following Hurricanes Irma and Maria.

DEBRIS MONITORING MANAGEMENT, VARIOUS CLIENTS, TEXAS (2017)

Rodney managed field operations on multiple projects during the Hurricane Harvey response, resulting in the collection of over 700,000 CY of public ROW debris in Waller County, Clearbrook City Municipal Utility District, West University Place, and Port Arthur. Debris types included C&D debris, white goods, and e-waste. West University Place and Port Arthur also involved monitoring and disposal of HHW.

DEBRIS MONITORING PROJECT MANAGER, VARIOUS CLIENTS, GEORGIA (2017)

Rodney served as Project Manager for Glynn County and the City of Brunswick during the debris removal operations following Hurricane Irma. He managed the successful removal of approximately 685,000 CY of vegetative and C&D debris and more than 10,000 hazardous trees, as well as the reduction of mulch. Glynn County also required PPDR and private roads, which involved verification of ROEs.

Valerie has over 20 years of management experience, including 5 years in disaster recovery and debris monitoring.

Valerie has a working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. She has both managed and been a part of management teams monitoring the successful removal of millions of CY of storm-related debris, including vegetative and C&D debris, and hazardous trees.

She is experienced in debris removal not only from public ROW but also PPDR, private roads, commercial property, and state roads. She has managed operations for debris monitoring projects following Hurricanes Ian, Ida, Zeta, Laura, Isaias, and Florence for multiple clients. Valerie has experience dealing with state and federal agencies to ensure all requirements are met for reimbursement. She also serves as Regional Manager for 15 debris monitoring clients in Florida.

Prior to joining Witt O'Brien's, Valerie worked in the fields of law enforcement and education. She spent a decade in civil service working in public relations, state/federal grant writing and management (over \$12 million in funding), training law enforcement officers, and acting as a liaison with other agencies. During that time, Valerie was recognized for exemplary service.

DEBRIS MONITORING PROJECT MANAGER, VENICE, FLORIDA (2022)

Following Hurricane Ian (2022), Valerie served as Project Manager for debris monitoring operations in Venice. The Witt O'Brien's team monitored the removal of 195,779 CY of vegetative and C&D debris and 3,153 hazardous trees/limbs/stumps.

DEBRIS MONITORING OPERATIONS MANAGER, LAFOURCHE PARISH, LOUISIANA (2021 – 2022)

Following Hurricane Ida (2020), Valerie served as Operations Manager for debris monitoring operations in Lafourche Parish. The Witt O'Brien's team monitored the removal of 1,564,659 CY of vegetative and C&D debris, 2,644 CY of ash, 9,014 hazardous trees/limbs, and 1,915 pieces of white goods, including items with putrescent waste.

DEBRIS MONITORING PROJECT MANAGER, CITY OF THIBODAUX, LOUISIANA (2021)

Following Hurricane Ida (2020), Valerie was Project Manager for the City of Thibodaux. The team monitored the removal of 141,622 CY of vegetative and C&D debris and 746 hazardous trees/limbs.

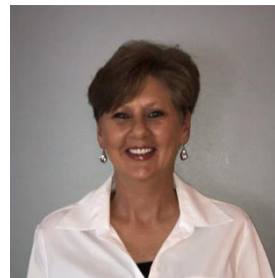
DEBRIS MONITORING OPERATIONS MANAGER, RUSTON, LOUISIANA (2020)

Valerie served as Operations Manager for debris removal monitoring operations in the City of Ruston following Hurricane Laura, overseeing the removal of 15,078 CY of debris from public ROW. She was responsible for managing a team of 15 monitors and supervisors.

DEBRIS MONITORING OPERATIONS MANAGER, LAFOURCHE PARISH, LOUISIANA (2020 – 2021)

Valerie served as Operations Manager for debris removal monitoring operations for public ROW in Lafourche Parish following Hurricane Zeta. Valerie managed the removal of 67,468 CY of vegetative and C&D debris. She oversaw the final disposal of vegetative debris, which was burned in accordance with state regulations and haul-out of C&D debris to landfills for final disposal. Valerie provided the

VALERIE KELLEY
 FIELD SUPERVISOR



YEARS OF EXPERIENCE

20+ Years

TRAINING

FEMA: IS-20.22; IS-21.22; IS-35.22; IS-37.23; IS-100.C; IS-100.Ie; IS-200.a; IS-632.a; IS-700.b; IS-800.b; IS-1113; ICS-300; ICS-400; OSHA 40-Hour HAZWOPER

required weekly debris management reports (WDMRs) to Louisiana DEQ on the burning progress. She was responsible for managing a team of up to 20 monitors and supervisors.

DEBRIS MONITORING FIELD SUPERVISOR, NATCHITOCHE PARISH, LOUISIANA (2020)

Valerie served as Field Supervisor for debris removal monitoring operations for public ROW in Natchitoches Parish following Hurricane Laura, overseeing the removal of 18,430 CY of vegetative debris and 7,447 hazardous trees.

DEBRIS MONITORING FIELD SUPERVISOR/SCHEDULER, NEW HANOVER COUNTY, NORTH CAROLINA (2020)

Valerie was Field Supervisor & Scheduler/Expediter for debris removal monitoring operations following Hurricane Isaias, for which she managed the removal of 173,344 CY of vegetative debris, 643 CY of C&D debris, 743 hazardous trees, limbs, and stumps, and 44,378 CY of mulch.

DEBRIS MONITORING FIELD SUPERVISOR/SCHEDULER, NEW HANOVER COUNTY, NORTH CAROLINA (2018 – 2019)

Valerie was Field Supervisor & Scheduler/Expediter for debris removal monitoring operations following Hurricane Florence, for which she managed the removal of over 1.6 million CY of vegetative and C&D debris as well as more than 7,500 hazardous trees.

DEBRIS MONITORING FIELD SUPERVISOR, CITY OF WILMINGTON, NORTH CAROLINA (2018)

Valerie served as Field Supervisor for debris removal monitoring operations in the City of Wilmington following Hurricane Florence, overseeing the removal of approximately 896,462 CY of debris and nearly 10,000 hazardous trees. She oversaw monitoring of the reduction and haul-out of mulch, as well as removal of debris from state roads, private property, private roads, and commercial properties, and the process of obtaining ROEs for all PPDR. She was responsible for managing a team of nearly 100 monitors.

Don has 9 years of professional experience, including 5 years in debris monitoring operations following hurricanes and wildfires.

Don has served as Debris Monitor, Field Supervisor, and Operations Manager for debris monitoring in Florida and Louisiana following Hurricanes Michael, Sally, and Ida. Most recently, he served as Operations Manager for Witt O'Brien's debris monitoring in Lafourche Parish, Louisiana, after Hurricane Ida. He was also a Strike Team Leader for multiple debris monitoring operations following wildfires in California, where he focused on identifying eligible hazard trees and working with PPDR. He also has experience with white goods and HHW.

Prior to his debris monitoring experience, Don had 10 years of experience in retail service, including 4 years as retail operations and departmental manager.

DEBRIS MONITORING OPERATIONS MANAGER, LAFOURCHE PARISH, LOUISIANA (2021 – PRESENT)

Following Hurricane Ida (2021), Don served as Operations Manager for debris monitoring operations in Lafourche Parish. The Witt O'Brien's team monitored the removal of more than 1.7 million CY of vegetative and C&D debris, 2,644 CY of ash, 9,137 hazardous trees/limbs, and 1,915 pieces of white goods, including items with putrescent waste. During the project, Don took over as Operations Manager for the PPDR/demolition program, which involved overseeing survey crews in the field collecting data to build survey packets to submit to FEMA for approval.

STRIKE TEAM CREW LEADER, MULTIPLE WILDFIRE CLIENTS, CALIFORNIA (2021)

While employed by Coleman Environmental Services, Don served as a Strike Team Crew Leader for Bob Cat (Los Angeles County), Castle/Shotgun (Tulare County), and Creek (Fresno & Madera County) wildfire areas. His responsibilities included identifying PPDR locations and marking boundaries; certifying trucks and equipment; working with arborists to identify hazard trees; documenting removal of danger trees and other debris from PPDR sites; and recording load arrivals at final destination sites. He also performed duties as an Interim Task Force Leader (First Line Supervisor) as needed.

DEBRIS MONITOR, ORANGE BEACH, ALABAMA (2020 – 2021)

While employed by Thompson Consulting, Don was a debris monitor for operations in Orange Beach following Hurricane Sally. He was responsible for monitoring leaners/hangers, stump grinding, white goods, and HHW, and recording information and developing tickets using the ADMS device. His monitoring locations included ROW, haul-out, entry and exit towers, and waterways. He also trained new monitors on the processes, procedures, and techniques of all the jobs listed above.

FIELD SUPERVISOR, PANAMA CITY, FLORIDA (2018 – 2019)

Following Hurricane Michael, Don was employed by Landfall Strategies to serve as a Field Supervisor for a debris management site (DMS) and three final disposal sites in Bay County. He was responsible for coordination and communication with the debris monitoring Operations Manager and Project Manager to keep them up to date on progress. He coordinated daily with the hauling contractor to verify monitoring needs, what projects would be running, and areas of coverage and truck certifications needed. He performed truck certifications and supervised monitors performing the duties of ROW, leaner/hanger, stump grinding, entry and exit towers, waterways, haul-out, HHW, white goods, final pass inspections, PPDR, and site closeout.

DON JOHNSON

FIELD SUPERVISOR



YEARS OF EXPERIENCE

9 Years

LICENCES/CERTIFICATIONS/TRAINING

FEMA: IS-100, IS-200, IS-632.a, IS-633, IS-700, IS-800

OSHA 40-Hour HAZWOPER

Jimmy has seven years of experience in field operations of debris removal monitoring in response to major disasters.

Jimmy has served as Project Manager, Operations Manager, Field Supervisor, DMS Supervisor, and Field Monitor for debris monitoring projects following Hurricanes Matthew, Irma, Maria, Florence, Ida, and Ian. To date, he has supported projects totaling nearly 2 million CY of various types of debris. He is currently Regional Manager for Witt O'Brien's debris operations in Florida. Prior to joining Witt O'Brien's, Jimmy was the assistant maintenance manager at Yellowstone National Park. He managed a crew of sixteen personnel to oversee daily maintenance tasks and reports.

DEBRIS MONITORING PROJECT MANAGER, VARIOUS CLIENTS, FLORIDA (2022)

Jimmy served as Project Manager for the City of Edgewater and the City of Ponce Inlet during the debris removal operations following Hurricane Ian. He managed the successful removal and disposal of more than 125k CY of vegetative and C&D debris. He was responsible for managing a team of 80 monitors and supervisors.

DEBRIS PROJECT MANAGER, GREATER LAFOURCHE PORT COMMISSION, LOUISIANA (2021 – 2022)

In response to Hurricane Ida, Jimmy served as Project Manager overseeing the Witt O'Brien's team debris removal operations. The team removed more than 50,000 CY of C&D debris, reduced CD haul-out, and recyclable C&D haul-out.

DEBRIS OPERATIONS MANAGER, CITY OF THIBODAUX, LA (2021)

Jimmy served as Operations Manager for debris removal operations following Hurricane Ida. The team monitored the removal of 86,723 CY of vegetative debris, 28,092 CY of mulch, 18,968 CY of C&D debris, 7,839 CY of reduced C&D haul-out, and 746 hazardous trees/limbs.

DEBRIS OPERATIONS MANAGER, NEW HANOVER COUNTY, NORTH CAROLINA (2018 – 2019)

Following Hurricane Florence, Jimmy served as Operations Manager for debris removal operations, providing oversight of field operations, field supervisors, and field monitors. The team monitored the removal of 1,603,715 CY of vegetative and C&D debris and 7,690 hazardous trees.

DEBRIS SUPERVISOR, U.S. VIRGIN ISLANDS (2017 – 2018)

Jimmy worked in the U.S. Virgin Islands (USVI) as Debris Monitoring Site Supervisor and Field Supervisor for St. Thomas Island after Hurricanes Irma and Maria. He managed the disposal management site for removal of USVI WAPA (Water and Power Authority) debris generated by the hurricanes. After completing the WAPA debris project, he worked as Field Supervisor to complete the electronic mapping of all hazardous limbs, trees, and stumps for the USVI Department of Public Works.

DEBRIS SUPERVISOR, MULTIPLE CLIENTS, FLORIDA (2017)

Jimmy served as Field Supervisor and DMS Supervisor for the Central Florida jurisdictions of Edgewater and Fernandina Beach for debris removal operations following Hurricane Irma. The combined operations involved more than 100,000 CY of vegetative and C&D debris and nearly 4,500 hazardous trees/limbs.

JAMES "JIMMY" GROSS FIELD SUPERVISOR



YEARS OF EXPERIENCE

7 Years

EDUCATION

Wyotech Technical School: Level 3
Mechanic Technician

Daytona State College: Certified
Structural Welder

LICENCES/CERTIFICATIONS/TRAINING

IS-100, IS-120, IS-200, IS-240, IS-632.a, IS-633, IS-700, IS-800

Renee has nearly 20 years of professional experience in emergency management, including 7 years in debris monitoring.

Renee has served as Field Supervisor for 12 different Witt O'Brien's debris monitoring projects in Louisiana, North Carolina, Texas, Georgia, the U.S. Virgin Islands (USVI), and Florida overseeing removal of more than 3 million CY of vegetative and C&D debris. She has participated in recovery across multiple disasters, including hurricanes, floods, tornadoes, and wildfires, and has addressed hazardous trees, damaged power grid debris, PPDR, white goods, e-waste, and HHW. In her role as field supervisor, she excels in project start-up, QA/QC processes, and mentoring staff.

Prior to joining Witt O'Brien's, she was a FEMA employee from 2006 to 2012, serving as an applicant position program specialist in various locations following Hurricane Katrina. In 2005, she supported Katrina recovery by providing data entry office support for temporary housing.

DEBRIS MONITORING FIELD SUPERVISOR, LAKE COUNTY AND VENICE, FLORIDA (2022)

Following Hurricane Ian (2022), Renee served as Field Supervisor for debris monitoring operations in Lake County and Venice. The Witt O'Brien's team monitored the removal and disposal of 247,700 CY of vegetative and C&D debris and 3,147 hazardous trees/limbs.

DEBRIS MONITORING FIELD SUPERVISOR, LAFOURCHE PARISH, LOUISIANA (2021 – 2022)

Following Hurricane Ida (2021), Renee served as a debris monitoring field supervisor for debris monitoring operations in Lafourche Parish. The Witt O'Brien's team monitored the removal of 1,454,689 CY of vegetative and C&D debris, 8,546 hazardous trees/limbs, and 1,915 pieces of white goods, including items with putrescent waste.

DEBRIS MONITORING FIELD SUPERVISOR, CITY OF THIBODAUX, LOUISIANA (2021)

Following Hurricane Ida (2021), Renee served as Field Supervisor for the City of Thibodaux. The Witt O'Brien's team monitored the removal of 141,622 CY of vegetative and C&D debris and 746 hazardous trees/limbs.

DEBRIS MONITORING TASK FORCE LEAD, OREGON DEPARTMENT OF TRANSPORTATION (DOT) (2020 – 2021)

Renee served as a Task Force Lead for CDR Maguire's contract with Oregon DOT to monitor debris removal (vegetative and hazardous trees) resulting from Oregon's catastrophic September 2020 wildfires.

DEBRIS MONITORING FIELD SUPERVISOR, NEW HANOVER COUNTY, NORTH CAROLINA (2020)

Renee served as Field Supervisor for debris monitoring operations following Hurricane Isaias in 2020. The Witt O'Brien's team monitored the removal of 173,787 CY of vegetative and C&D debris and 743 hazardous trees, limbs, and stumps.

DEBRIS MONITORING FIELD SUPERVISOR, RUSTON, LOUISIANA (2020)

Renee served as Field Supervisor for Witt O'Brien's debris removal operations in the City of Ruston, following Hurricane Laura, overseeing the removal of approximately 15,078 CY of debris.

RENEE MALONE FIELD SUPERVISOR



YEARS OF EXPERIENCE

18 YEARS

TRAINING

FEMA IS-007, IS-015.a, IS-100.c, IS-101, IS-200, IS-292, IS-340, IS-546, IS-547, IS-632.a, IS-650, IS-700.b, IS-702, IS-703, IS-800.b, IS-800.c

DEBRIS MONITORING FIELD SUPERVISOR, LAFOURCHE PARISH, LOUISIANA (2020)

Following Hurricane Zeta, Renee served as Field Supervisor for debris removal monitoring operations for public ROW in Lafourche Parish. The team managed the removal of 67,468 CY of vegetative and C&D debris.

DEBRIS MONITORING FIELD SUPERVISOR, CITY OF WILMINGTON, NORTH CAROLINA (2018)

Renee served as Field Supervisor for debris removal operations in the City of Wilmington following Hurricane Florence. The team monitored the removal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees.

DEBRIS MONITORING FIELD SUPERVISOR, U.S. VIRGIN ISLANDS (2018)

In support of Witt O'Brien's disaster recovery operations in the USVI following Hurricanes Irma and Maria, Renee was Field Supervisor to WAPA (Water and Power Authority). This project required the removal of damaged power grid components. Responsibilities included QA/QC of documentation, PPE and safety requirements, collection procedures, and accurate quantification of electronic components including powerlines and power poles in linear feet as well as the quantity of transformers (their type) and crossarm assemblies.

DEBRIS MONITORING FIELD SUPERVISOR, VARIOUS CLIENTS, GEORGIA (2017)

Renee served as Field Supervisor for Glynn County and the City of Brunswick during debris removal operations following Hurricane Irma. The team monitored the successful removal of approximately 685,000 CY of vegetative and C&D debris and more than 10,000 hazardous trees, as well as the reduction of mulch. Glynn County also required PPDR and private roads, which involved verification of ROEs.

DEBRIS MONITORING FIELD SUPERVISOR, VARIOUS CLIENTS, TEXAS (2017)

Renee served as Field Supervisor on multiple projects during the Hurricane Harvey response, resulting in the collection of over 700,000 CY of public ROW debris in Waller County, West University Place, and Port Arthur. Debris types included C&D debris, white goods, and e-waste. Port Arthur and West University Place also involved monitoring and disposal of HHW.

DEBRIS MONITORING OPERATIONS, LIVINGSTON PARISH, LOUISIANA (2016)

Renee supported Witt O'Brien's monitoring of debris removal operations for Livingston Parish, following a major flood (2016). This project involved the removal and disposal of more than 850,000 CY of vegetative, C&D, and putrescent debris as well as HHW, e-waste, white goods, and refrigerant. During this activation, Renee monitored field operations and acted as an administrative lead over documentation.

DEBRIS MONITORING OPERATIONS, CITY OF NEW ORLEANS (2016)

Renee supported Witt O'Brien's debris monitoring operations as a debris monitor in the City of New Orleans following the 2016 tornado. The team monitored the removal of 57,172 CY of vegetative and C&D debris, 594 lbs. of HHW, and 209 hazardous trees.

Sheletta has more than 20 years of professional experience, including 6 years in debris monitoring, project data management, and data administration.

Sheletta serves as Witt O'Brien's Associate Director of Information Systems for Debris Data Management. In this position, she oversees data processes and procedures for reimbursement for all debris monitoring projects from start-up through reconciliation and closeout. Sheletta is thoroughly trained in debris operations as well as being knowledgeable in data reconciliation, having reconciled data for nearly 7 million CY of debris across multiple large-scale debris monitoring projects.

As Data Manager for debris operations, Sheletta manages the electronic ticketing process from its inception, which involves determining CY estimations, managing upwards of 3,000 tickets and 20,000 CY daily. Following Hurricane Irma, Sheletta managed the South Florida Data Processing Center, overseeing the work of 12 to 36 data entry clerks. She is also experienced in providing statistical data and operational coordination, preparation, and organization of disaster recovery data.

Prior to joining Witt O'Brien's, Sheletta worked in financial advisement and management, which provided her with the necessary skills in ensuring robust and accurate data management. She is accustomed to working closely with clients to analyze financial data and objectives, including account management, advisement strategies, risk tolerance, and updating client portfolios.

REGIONAL DATA MANAGER, DEBRIS MONITORING, MULTIPLE CLIENTS, FLORIDA (2022)

Following Hurricane Ian, Sheletta served as Regional Data Manager for debris monitoring projects for the following Florida municipalities: Bradenton, Palmetto, Edgewater, Sanford, Venice, and Ponce Inlet and for Lake County, Florida. Across all seven projects, the teams monitored more than 520,000 CY of vegetative and C&D debris and 4,479 hazardous trees/limbs.

DATA MANAGER, DEBRIS MONITORING, NEW ORLEANS, LOUISIANA (2021 – 2022)

Sheletta served as Data Manager in the City of New Orleans to support debris removal monitoring operations following Hurricane Ida (2021). The team monitored more than 350k CY of vegetative and C&D debris and 16,730 hazardous trees/limbs. In addition, Witt O'Brien's monitored the City's use of the hauling contractor for removal of more than 8.3 million lbs. of solid waste. Sheletta is currently supporting project closeout and reconciliation of invoices.

REGIONAL DATA MANAGER, DEBRIS MONITORING, MULTIPLE CLIENTS, LOUISIANA (2021 – 2022)

Following Hurricane Ida, Sheletta served as Regional Data Manager for debris monitoring projects for the City of Thibodaux, Lafourche Parish, the Greater Lafourche Port Commission, and the Southeast Louisiana Flood Protection Authority. Across all four projects, the teams monitored more than 1.7 million CY of vegetative and C&D debris and 9,000 hazardous trees/limbs.

SHELETTA COSSEY

DATA MANAGER



YEARS OF EXPERIENCE

20+ Years

EDUCATION

BS, Business Administration, Allied American University

TRAINING

FEMA: IS-100, IS-200, IS-230, IS-235, IS-300, IS-318, IS-400, IS-632.a, IS-633, IS-650, IS-700, IS-800, IS-1000, IS-1002, IS-1101

OSHA 24-Hour HAZWOPER

DATA MANAGER, DEBRIS MONITORING, NEW ORLEANS, LOUISIANA (2020 – 2021)

Sheletta served as Data Manager in the City of New Orleans to support debris removal monitoring operations following Hurricane Zeta. She managed the QA/QC process and reconciliation of 103,260 CY of vegetative and C&D debris and the removal of 4,550 hazardous trees. She is currently supporting project closeout and reconciliation of invoices.

REGIONAL DATA MANAGER, DEBRIS MONITORING, NATCHITOCHE PARISH AND RUSTON, LA (2020)

Sheletta served as Regional Data Manager for Natchitoches Parish and the City of Ruston following Hurricane Laura. For both projects, she oversaw the QA/QC process and reconciliation of 33,508 CY of vegetative debris and 7,447 hazardous trees.

FEMA PUBLIC ASSISTANCE AUDIT SUPPORT, VARIOUS CLIENTS, FLORIDA (2018 – PRESENT)

Following Hurricane Irma, in support of the Category A Debris Removal project preparation, obligation, and reimbursement process, both FEMA and the State of Florida conducted audits of all debris projects documentation to ensure compliance with federal and state requirements. Sheletta manages the audit responses and RFIs for all Witt O'Brien's debris clients who require assistance in providing the required documentation to satisfy programmatic requirements and support eligibility of costs.

DEBRIS MONITORING DATA MANAGER, NEW HANOVER COUNTY, NORTH CAROLINA (2018 – 2019)

Sheletta served as Data Manager for Witt O'Brien's debris monitoring and management for New Hanover County, North Carolina, following Hurricane Florence. The team monitored the removal of 1,246,902 CY of vegetative debris, 77,057 CY of C&D debris, and 279,664 CY of mulch. Sheletta provided daily updates on total CY of debris hauled, QA/QC of ticketing data, and reconciliation of financial hauling data.

DEBRIS MONITORING DATA MANAGER, CITY OF WILMINGTON, NORTH CAROLINA (2018 – 2019)

Sheletta served as Data Manager for disaster recovery debris monitoring for the City of Wilmington following Hurricane Florence. Totals for the City were 769,613 CY of vegetative debris, 17,035 CY of C&D debris, 109,814 CY of mulch, and 9,859 hazardous trees. Sheletta provided daily updates on total CY of debris hauled, QA/QC of ticketing data, and reconciliation of financial hauling data.

DEBRIS MONITORING DATA MANAGER, MULTIPLE CLIENTS IN FLORIDA AND GEORGIA (2017 – 2018)

Witt O'Brien's was engaged in debris monitoring and management of multiple client operations in Florida and Georgia following Hurricane Irma. The team monitored the removal of nearly 4.3 million CY of ROW vegetative debris, approximately 208,000 CY of C&D debris, and approximately 702,000 CY of mulch. Across these nearly 30 cities, towns, and counties, Sheletta served as Data Manager for all debris monitoring activities. She managed the work of 12 to 36 data entry clerks in the South Florida Data Processing Center in Fort Lauderdale and Ocala.

Alex is a GIS Specialist with 15 years of experience in geographic mapping and data compilation for disaster operations.

Alex is proficient in many different types of GIS software, including ArcGIS and ESRI ArcSDE 10.4.1. During disaster events, she operates the Common Operating Picture/Platform, which allows our team at all levels to see a real-time overview of the incident from data compiled from integrated communications, on-the-ground intelligence, and information-sharing systems.

Alex supports Witt O'Brien's debris monitoring teams by creating customized websites linked to ArcGIS that update regularly, providing progress reports and showing debris clearance by jurisdictional zones. Alex also has experience creating oil spill trajectory maps and environmental sensitivity maps. She supports development of facility response plans, regional response plans, oil spill prevention and countermeasure plans, and stormwater pollution prevention plans.

GIS SPECIALIST, DEBRIS MONITORING, MULTIPLE CLIENTS (2021 – 2022)

Alex served as GIS Specialist for debris monitoring in Louisiana and Florida following Hurricanes Ida and Ian. She created the monitors' collection app within **DebrisPro™**. She classified the types of debris that were still to be picked up and created pick-up routes and flight paths. She also assisted with large-scale maps and map books.

GIS SPECIALIST, DEBRIS MONITORING, NEW HANOVER COUNTY AND WILMINGTON, NORTH CAROLINA (2020)

For this debris monitoring project following Hurricane Isaias, Alex worked within ArcGIS and **DebrisPro™** to classify debris types that had been collected and types still to be collected. She also reported mileage between debris pick-up sites and debris management sites.

GIS SPECIALIST, DEBRIS MONITORING, MILTON, FLORIDA (2020)

Following Hurricane Sally, Alex supported debris monitoring and removal operations by using ArcGIS to map and classify debris types and provide progress updates as debris was collected.

GIS SPECIALIST, DEBRIS MONITORING, MOSS POINT, MISSISSIPPI (2020)

Following Hurricane Sally, Alex worked with the debris monitoring team to provide GIS and digital updates in order to create collection and pick-up routes based on debris types and progress to be made.

DEBRIS MONITORING, CITY OF NEW ORLEANS, LOUISIANA (2020)

This debris monitoring project following Hurricane Zeta required extensive work in ArcGIS. Alex created an online website linked to ArcGIS that was updated every three hours (from 10AM to 6PM) seven days per week so the client could monitor progress. The website presented all debris collected

ALEXANDRA HESTILOW

GIS ANALYST



YEARS OF EXPERIENCE

15 Years

EDUCATION

MS, Geographic Information Systems, Sam Houston State University

BA, Geography, Texas Tech University

LICENCES/CERTIFICATIONS/TRAINING

FEMA IS-100, IS-200, ICS-300

SOFTWARE

ArcGIS & Arc Catalog

ESRI ArcSDE 10.4.1

MS Access

ASA Oil Map

Adios & Aloha

Hazus

from every sub-zone in the City. When Alex received new data from **DebrisPro™**, she updated every road that had been cleared, including information on debris type (e.g., vegetative, C&D).

GIS ANALYST, DEBRIS MONITORING, NATCHITOCHE PARISH, LOUISIANA (2020)

In support of debris monitoring operations following Hurricane Laura, Alex worked with the Project Manager and Operations Manager to provide progress updates through ArcGIS and **DebrisPro™**. Her maps displayed debris by type and showed what zones had been cleared and what zones were still being worked.

GIS ANALYST, DEBRIS MONITORING, RUSTON, LOUISIANA (2020)

Alex supported debris monitoring and removal operations following Hurricane Laura by working with ArcGIS to map and classify debris types and provide progress updates as debris was collected.

GIS SPECIALIST, DEBRIS MONITORING, WASHINGTON COUNTY, FLORIDA (2018 – 2019)

Alex mapped debris monitoring efforts in Washington County after Hurricane Michael, a Category 5 storm, devastated the local community. She was responsible for regularly gathering debris data from **DebrisPro™**, importing debris data into ArcGIS, and classifying the data for both client and internal use. Alex produced maps reflecting debris and its relation to specific debris management sites.

GIS SPECIALIST, DEBRIS MONITORING, CITY OF WILMINGTON, NORTH CAROLINA (2018 – 2019)

Alex mapped debris monitoring efforts in Wilmington after Hurricane Florence. She was responsible for regularly gathering debris data from **DebrisPro™**, importing debris data into ArcGIS, and classifying the data for both client and internal use. She produced maps reflecting debris and its relation to specific debris management sites.

GIS SPECIALIST, HURRICANE FLORENCE, NEW HANOVER COUNTY, NORTH CAROLINA (2018 – 2019)

Alex mapped debris monitoring efforts in New Hanover County after Hurricane Florence. She was responsible for regularly gathering debris data from **DebrisPro™**, importing debris data into ArcGIS, and classifying the data for both client and internal use.

She produced maps reflecting debris and its relation to specific debris management sites. Lastly, she created a database for use by the Project Manager that identified where additional passes were required and in turn recorded what had been picked up.

GIS SPECIALIST, HESS CORPORATION, HOUSTON, TEXAS (2011 – 2016)

Alex worked with land negotiators by mapping areas of interest and leases in Ohio and California. She helped speculators determine what parts of the Appalachian basin showed potential for natural gas exploration. Additionally, she assisted Hess' subsurface department with identifying desirable drilling locations by using their information and calculations to create specific map themes. Alex digitized information for gas leased in the Utica shale formation and uploaded it into ArcGIS.

Lynne is a FEMA Public Assistance program and debris project specialist with more than 30 years of professional experience.

Lynne has been with Witt O'Brien's and legacy companies since 2004, supporting numerous FEMA PA programs and disaster recovery operations. She has provided technical assistance to local and state governments in the FEMA PA reimbursement process, including preliminary damage assessments, project worksheet formulation, appeals, and project closeouts.

Lynne's experience includes managing disaster debris monitoring operations and providing statewide planning and training on FEMA debris regulations. Lynne also provides planning expertise in the development of disaster debris management plans for state and local governments.

Prior to joining Witt O'Brien's, Lynne managed an 11-city recycling program for Washington County, Oregon, where she developed and implemented waste reduction, curbside, yard debris, multi-family and commercial recycling programs for more than 400,000 area residents.

FEMA PUBLIC ASSISTANCE SUPPORT, UPPER DUBLIN TOWNSHIP, PENNSYLVANIA (2021 – PRESENT)

Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for 13 projects in Upper Dublin Township. These projects include two repair vs. replacement projects for public facilities.

FEMA PUBLIC ASSISTANCE SUPPORT, PONCE INLET, FLORIDA (2022 – PRESENT)

Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for 7 projects for damage incurred from Hurricane Ian.

FEMA PUBLIC ASSISTANCE SUPPORT, EDGEWATER, FLORIDA (2022 – PRESENT)

Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for 12 projects for damage incurred from Hurricane Ian.

FEMA PUBLIC ASSISTANCE SUPPORT, PINE KNOLL SHORES, NORTH CAROLINA (2021 – PRESENT)

Lynne is responsible for providing FEMA Public Assistance program technical assistance, including contract compliance with Federal procurement regulations for a \$3.2 million Excess Funds project for damage incurred from Hurricane Florence.

DEBRIS PLANNING - CITY OF SAN JOSE, CALIFORNIA (2019 – PRESENT)

As a Planner 1, Lynne is responsible for developing the City's Disaster Debris Management Plan for a worst-case earthquake scenario. She is working with five departments to develop the roles and responsibilities of each department and provide the operational guidance necessary to provide effective recovery of the City.

FEMA PUBLIC ASSISTANCE SUPPORT, MOREHEAD CITY, NORTH CAROLINA (2018 – PRESENT)

As Project Manager, Lynne is responsible for providing FEMA Public Assistance program technical assistance and project formulation for 14 projects in Morehead City. These projects included historic cemeteries repair / restoration and hazardous tree removal.

LYNNE STORZ

FEMA REIMBURSEMENT
SPECIALIST



YEARS OF EXPERIENCE

30+ Years

EDUCATION

Master of Urban and Regional Planning,
Portland State University

Bachelor of Science, Sociology, Portland
State University

TRAINING

FEMA Classroom Training G-318
(Mitigation Planning), NIMS ICS 300
(Intermediate ICS for Expanding
Incidents), NIMS ICS 400 (Advanced ICS)
Online: IS-001, IS-003, IS-026, IS-100,
IS-120, IS-130, IS-200, IS-253, IS-393,
IS-403, IS-546, IS-547, IS-548, IS-559,
IS-630, IS-631, IS-632, IS-700, IS-800,
IS-801, IS-802, IS-803, IS-804, IS-805,
IS-806, IS-807, IS-808, IS-809, IS-810,
IS-811, S-812, IS-813, IS-814

FEMA PUBLIC ASSISTANCE SUPPORT, CITY OF HAVELOCK, NORTH CAROLINA (2018 – 2019)

Lynne was responsible for providing FEMA Public Assistance program technical assistance and project formulation for the City of Havelock following Hurricane Florence in 2018.

FEMA PUBLIC ASSISTANCE SUPPORT, OAKLAND PARK, FLORIDA (2017 – PRESENT)

As a Public Assistance Coordinator for Oakland Park, Lynne is providing FEMA Public Assistance program technical assistance, and project formulation for 24 projects resulting in \$2.4 million in cost recovery. She also assisted in the preparation and submittal of three COVID-19 funding related projects.

DEBRIS MANAGEMENT PLANNING, VARIOUS CLIENTS (2007-PRESENT).

For various clients, Lynne has been responsible for developing disaster debris management plans based upon individual client requirements. Each plan was prepared after consultation with the client and the participating departments that are involved in the debris removal project. Planning efforts typically involved discussion with outside agencies (state and federal governments and/or agencies) and private entities, as required, and discussion and coordination with the internal departments ranging from public works, solid waste, transportation, planning, GIS, finance/accounting (grants management) to environmental resources and historic preservation. Plan development has been performed for the following local, state, and tribal governments: Seminole Tribe of Florida; State of Maine; City of Fernandina Beach, Florida; Broward Health Hospital, Florida; City of Alexandria, Louisiana; City of North Miami, Florida; Cooper City, Florida; Town of Davie, Florida; Florida Department of Transportation; and the City of Savannah, Georgia.

FEMA PA SUPPORT, NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT (2012-2014)

Following Superstorm Sandy, Lynne worked with 25 New Jersey state agencies, primarily the New Jersey Department of Transportation (NJDOT), providing technical assistance on the FEMA PA program. For NJDOT's approximately \$30m in PA claims, she provided technical assistance, including Project Worksheets (PW) formulation, reimbursement requests, time extensions, and quarterly reports.

HURRICANE ISAAC RECOVERY SUPPORT, LAFOURCHE PARISH, LOUISIANA (2012)

Lynne provided oversight of debris monitoring operations for Lafourche Parish, Louisiana, during the recovery efforts from Hurricane Isaac in 2012. She also provided the Parish with technical assistance with the FEMA PA Program and was responsible for ensuring compliance with Louisiana Department of Environmental Quality reporting requirements.

DISASTER RECOVERY SUPPORT, STATE OF NEW JERSEY (2011)

Lynne assisted the State of New Jersey in the response to Hurricane Irene and performed preliminary damage assessments in coordination with the New Jersey State Police and local government entities.



WITT O'BRIEN'S

PART OF THE **AMBIPAR** GROUP

WITH YOU WHEN IT COUNTS

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4. COST OF SERVICES

| Position | Hourly Rate |
|----------------------------|-------------|
| Project Manager | 70.00 |
| Operations Manager | 55.00 |
| Field Supervisors | 49.00 |
| Data Support Personnel | 33.00 |
| Debris Site/Tower Monitors | 34.00 |
| Field Monitors | 34.00 |
| FEMA Reimbursement Manager | 95.00 |
| Data Manager | 50.00 |

INSURANCE REQUIREMENTS

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

| | |
|--|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Products & Completed Operations Aggregate Limit | \$2,000,000 |
| General Aggregate Limit (other than Products & Completed Operations) Applies Per Project | \$2,000,000 |

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

| | |
|--|-------------------------|
| <u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and | |
| <u>Part Two</u> – Employer's Liability Insurance | |
| Bodily Injury By Accident | \$500,000 Each Accident |
| Bodily Injury By Disease | \$500,000 Policy Limit |
| Bodily Injury By Disease | \$500,000 Each Employee |

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

| | |
|---------------------------------------|-------------|
| Combined Single Limit – Each Accident | \$1,000,000 |
|---------------------------------------|-------------|

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

EXHIBIT "D"
FEDERAL PROVISIONS**FEDERAL PROVISIONS**

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

Definition

Firm means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

Age Discrimination Act of 1975

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

Byrd Anti-Lobbying Amendment

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

Civil Rights Act of 1964 – Title VI

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

FEDERAL PROVISIONS

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

Contract Work Hours and Safety Standards Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Copeland “Anti-Kickback” Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States’”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

FEDERAL PROVISIONS

Davis-Bacon Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Debarment and Suspension

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Energy Policy and Conservation Act

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Fly America Act of 1974

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

FEDERAL PROVISIONS

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Patents and Intellectual Property Rights

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Terrorist Financing

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

Trafficking Victims Protection Act of 2000

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR

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§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

Rehabilitation Act of 1973

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Universal Identifier and System of Award Management (SAM)

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

USA Patriot Act of 2001

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Whistleblower Protection Act

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Termination Provisions

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

Legal Remedies Provisions

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

Conflict of Interest Provisions

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

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any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Access to Records and Record Retainage

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Domestic Procurement Preference.

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Telecommunications Huawei / ZTE Ban

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.