Hancock County Board of Supervisors

Special Meeting Minutes

September 2, 2021 at 9:00 a.m.

Board Meeting Room

1. Call to Order

The record reflects County Administrator, Eddie Favre, Chancery Clerk, Tim Kellar, County Attorney, Gary Yarborough, Comptroller, Nancy Kelly, and Deputy Clerk, Valerie Fitts, were all present in the Board Room

A. Pledge of Allegiance
B. Invocation

2. Roll Call

Attendee Name	Title	Status	Arrived
Theresa Ryan	District 1	Present	
Greg Shaw	District 2	Present	
Kodie Koenenn	District 3	Present	
Scotty Adam	District 4	Present	
Darrin Bo Ladner	District 5	Absent	

1. Motion to excuse District 5 Supervisor from the 9:00 a.m., Board of Supervisor's Meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Scotty Adam
EXCUSED:	Darrin Bo Ladner

3. Amendments to the Agenda

7.I.4. - Motion to authorize the contract with Black Diamond Construction, LLC, for the beach debris work and provide a notice to proceed consistent with the monitoring to be awarded.

A. **Motion to:** Motion to accept the agenda.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Greg Shaw, District 2
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Scotty Adam
EXCUSED:	Darrin Bo Ladner

4. Announcements

A. The next regular scheduled Board of Supervisor's meeting will be held on Tuesday, September 7, 2021, at 9:00 a.m.

B. The Board of Supervisors will hold a Public Hearing on Tuesday, September 7, 2021 at 1:30 p.m., regarding the property located at 7120 Magnolia Street, Bay St. Louis, Mississippi, 39520.

C. The Board of Supervisors will hold a Public Hearing on Tuesday, September 7, 2021 at 2:00 p.m., to discuss the proposal Budget for Fiscal Year 2022.

D. The Board of Supervisors will hold a Special Meeting on Wednesday, September 15, 2021, at 5:00 p.m., to adopt the Fiscal Year 2022 Budget and set Tax Levy.

E. Bids will be received until September 20, 2021 at 10:00 a.m., and then opened for Replacement of Bridge No. 46 Bayou Marone on Bayou LaCroix Road.

F. Hancock County's Household Hazardous Waste Day will be held on Saturday, October 30, 2021 from 8:00 a.m., until 1:00 p.m.

G. Storm Debris Monitoring Services: Hurricane Ida

1. Motion to open and ratify the solicitation for Request for Qualifications for Professional Engineering/Monitoring Services for Emergency Hurricane Ida storm debris removal in Hancock County.

The record reflects the following RFQs were received:

Hard Copy -

Compton Engineering

Electronic -

Witt Obriens

BECC

Tetra Tech/Covington Engineering

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Scotty Adam
EXCUSED:	Darrin Bo Ladner

5. External Business Agenda

A. Port & Harbor

6. Departmental Agendas

A. Emergency Management Agency

B. Animal Shelter

C. Justice Court

D. IT Department

E. Purchasing

F. Planning and Zoning

G. Parks & Recreation

H. Inventory Clerk

I. Comptroller

7. Elected/Appointed Agendas

A. Sheriff's Office

B. Tax Assessor

C. Circuit Clerk

D. County Court

E. Chancery Clerk

F. County Engineer

G. Road Manager

H. Grant Administrator

I. County Administrator

1. Motion to spread on the Minutes, Notice of Emergency Special Meeting of the Board of Supervisors.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Scotty Adam
EXCUSED:	Darrin Bo Ladner

2. Motion to spread on the Minutes, Proclamation of Existence of a Local Emergency by the Hancock County Board of Supervisors regarding Tropical Storm Ida and to determine the need to continue the Emergency Proclamation for thirty (30) days.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Scotty Adam, District 4
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Scotty Adam
EXCUSED:	Darrin Bo Ladner

3. Motion to spread on the Minutes, Governor Tate Reeves Proclamation for State of Emergency regarding Hurricane Ida.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Scotty Adam
EXCUSED:	Darrin Bo Ladner

4. Motion to authorize the contract with Black Diamond Construction, LLC, for the beach debris work and provide a notice to proceed consistent with the storm debris monitoring services to be awarded, and authorize county personnel to sign any necessary documents.

The record reflects authorization for Black Diamond to proceed to conduct beach debris work consistent with their contract and the attached Notice to Proceed.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Theresa Ryan, District 1
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Scotty Adam
EXCUSED:	Darrin Bo Ladner

J. Recess/Call to Order

1. **Motion to:** Motion to recess the meeting at 9:15:28 AM until 12:00 PM.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Theresa Ryan, Greg Shaw, Kodie Koenenn, Scotty Adam
EXCUSED:	Darrin Bo Ladner

2. The Meeting was called by to Order at 12:00 PM, with District 5 Supervisor joining the Meeting.

   The record reflects District 5 Supervisor joined the Meeting at the Call to Order at 12:00 p.m. District 1 Supervisor re-joined the Meeting via remote access.

   RESULT: **NO ACTION TAKEN**

K. County Attorney

1. Motion to spread on the Minutes, the Supervisor's Scoring and Tally Sheets for Hurricane Ida Debris Monitoring.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to award RFQ for Storm Debris Monitoring Services regarding Hurricane Ida to Compton Engineering, Inc., based upon the Selection Committee Rating Forms, and authorize County Attorney to negotiate contract with Compton Engineering, and subsequent contracts with the other firms in the order of the scoring, if negotiations fail with Compton Engineering.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Scotty Adam, District 4
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

L. County Administrator - Additional Items After Recess

1. Motion to spread on the Minutes, President Joseph R. Biden, Jr.'s, Emergency Declaration for Mississippi.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Greg Shaw, District 2
SECONDER:	Kodie Koenenn, District 3
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

2. Motion to spread on the Minutes, Resolution Requesting Governor to Proclaim a State of Emergency for Mississippi.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Kodie Koenenn, District 3
SECONDER:	Darrin Bo Ladner, District 5
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

8. Supervisors Items

A. District 1

B. District 2

C. District 3

D. District 4

E. District 5

9. Public Comments

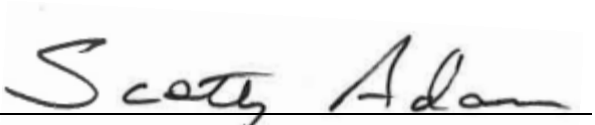
10. Executive Session

11. Adjourn/Recess

1. **Motion to:** Motion to adjourn the meeting at 12:05 p.m..

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Darrin Bo Ladner, District 5
SECONDER:	Greg Shaw, District 2
AYES:	Ryan, Shaw, Koenenn, Adam, Ladner

The Minutes of the September 2, 2021 have been read and approved.



Supervisor Scotty Adam, President

Request for Qualifications
Storm Debris Monitoring Services: Hurricane Ida
Owner: Hancock County Board of Supervisors

Professional Engineering/Monitoring Services for storm debris removal in Hancock County, Mississippi (particularly its beaches) for project owner the Hancock County Board of Supervisors. This relates to storm damage from Hurricane Ida.

HANCOCK COUNTY is requesting proposals from qualified firms and individuals for engineering and/or monitoring services for monitoring of the debris removal contract for the debris removal within Hancock County on its beaches of debris and damage caused by Hurricane Ida. The project may be funded at least partially through federal disaster funds.

Hancock County is requesting proposals for the provision of monitoring activities including the selected Proposer will be expected to provide disaster debris disposal monitoring
services to include debris generated from public areas, rights of way and beaches, and that work that may include without limitation: Coordinating daily briefings, work progress, staffing, and other key items with the County and contractor; selection and permitting of debris monitoring site locations and any other permitting/regulatory issues; scheduling work for all team members and contractors on a daily basis; hiring, scheduling, and managing field staff; monitoring recovery contractor operations and making/implementing recommendations to
improve efficiency as well as speed up recovery work and assure all debris removal work meets project definitions and eligibility requirements for reimbursement to the greatest extent applicable; assisting the County with responding to public concerns and comments; certifying contractor vehicles for debris removal using methodology and documentation; entering load tickets into a database application; digitization of source documentation (such as load tickets); developing daily operational reports to keep the County informed of work progress; development of maps, GIS applications, etc., as necessary; comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices; Project Worksheet and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery; review of documentation and assistance with submitting for reimbursement and demonstration of eligibility; and issuance of a final report and all matters necessary for contract and project closeout.

Respondents shall be willing, ready and able to promptly provide the services on timelines established by the County. Hancock County will only contract with a responsible entity possessing the ability to perform successfully under the terms and conditions of this procurement, as determined by the Supervisors and/or its selection committee, being the Board of Supervisors. The County's selection committee will consider technical issues as relates to the proposals received and the grant requirements and may obtain assistance with this review in its discretion. Responding firms or individuals should submit a statement of their qualification and experience, as well as that of all of their pertinent personnel. Proposals will be evaluated by a selection team on the basis of the following criteria and ranked by an assigned point system, being 20 points maximum per category: 1) Knowledge and experience providing services related to federal grant projects and compliance with public policy; 2) Technical competence of staff and principals (qualifications), record of past performance and ability to perform services required; 3) Personnel resources and assessment ability, and entity/individual financial and technical resources; 4) contractor integrity; and 5) knowledge of and familiarity of projects such as those needed for this project.

Attachment: Request for Qualifications (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

Firms will be evaluated and ranked using the above criteria. Firms should also submit a statement of their proposed rates, which, however, will not be part of the review of qualifications, but only serve as a basis for negotiation of contracts after the award with selected proposer(s). Hancock County reserves the right to negotiate compensation and terms for each of those services with the selected firm as being most qualified, with the amount of any and all costs being capped and with the County also utilizing relevant federal cost principles. Hancock County reserves the right to select more than one firm. In the instance negotiations with the highest-ranking qualified firm fail, Hancock County may negotiate with the second highest scoring responsive firm, and so forth. Hancock County reserves the right to reject any or all proposals and to waive any irregularities or formalities in the proposal process, and to reject any and all proposals. By submitting a proposal, the proposing entities or persons waive any right to seek damages related to their proposal and acknowledge the County's right to reject any or all proposals, or portions thereof. Hancock County further reserves the right to engage entities or firms for only some of the services listed above.

All proposals should be sealed and properly labeled "Debris Monitoring Proposal - Hurricane Ida." The County is an equal opportunity employer and contractor, and specifically solicits with this proposal small and minority firms, women's business enterprises and labor surplus area firms to submit proposals. The County will further take additional further steps to assure that such minority businesses, women's business enterprises and labor surplus area firms are used when possible, including its right to utilize any of the methods outlined in 2 CFR Section 200.321. Any contract resulting from this request for proposals will contain contract provisions including those listed in Title 2 CFR Sections 200.318-316, or otherwise required by the federal funding guidelines. Proposers shall agree to be bound by those terms and to ensure grant and work compliance with the same.

Proposals shall be addressed and delivered to Eddie Favre, County Administrator, no later than 9:00 a.m. on September 2, 2021. Proposals may be mailed or hand-delivered to: Attention: Office of the County Administrator, 854-A Highway 90, Bay Saint Louis, MS 39520, or email to eddie.favre@co.hancock.ms.us. Any mailed or hand-delivered proposal must actually be received by the County Administrator prior to the deadline. The name and mailing address of the firm or individual submitting the proposal should appear on the face of the envelope.

Attachment: Request for Qualifications (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

SEPTEMBER 1, 2021

STATEMENT OF QUALIFICATIONS FOR STORM DEBRIS MONITORING SERVICES – HURRICANE IDA

Hancock County Board of Administrators

Hancock County

Bay St. Louis, Mississippi

BECC Proposal Number: Q1-21107

GEOTECHNICAL, MATERIALS, AND ENVIRONMENTAL ENGINEERS

2501 14th Street, Ste. 214, Gulfport, MS 39501 - (228) 265-7237 - www.beccinc.com

Attachment: Debris Monitoring Proposal - BECC - Hurricane Ida (Q1-21107) (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

LISA K. MORRISON
CEO
MARTIN T. BURFORD, P.E.
President
RICHARD A. RHINEHART, P.E.
Senior Vice President

September 1, 2021

Mr. Eddie Favre
County Administrator
854-A Highway 90
Bay St. Louis, Mississippi 39520

Subject

Statement of Qualifications for
Storm Debris Monitoring Services – Hurricane Ida for
Hancock County Board of Supervisors in
Hancock County, Mississippi

BECC Proposal Number: Q1-21107

Dear Mr. Favre:

BECC, Inc. appreciates the opportunity to submit our proposal for the Storm Debris Monitoring Services for the subject project. If awarded this project, BECC will work diligently to perform all the services necessary for the monitoring services. We will work within the timeline as established by the county.

In the following sections, we exhibit our experience that will enable us to be a vital part of the team. BECC, Inc. is a local WBE/ DBE firm that has been in business for over 29 years. BECC is registered with the MDOT. Therefore, if selected, BECC would represent 100% DBE participation on this project.

1. Project Scope and Objective

Hancock County is requesting proposals for the provision of monitoring activities. If selected, BECC will be expected to provide disaster debris disposal monitoring services to include debris generated from public areas, rights of way and beaches, and that work that may include without limitation: Coordinating daily briefings, work progress, staffing, and other key items with the County and contractor; selection and permitting of debris monitoring site locations and any other permitting/regulatory issues; scheduling work for all team members and contractors on a daily basis; hiring, scheduling, and managing field staff; monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets project definitions and eligibility requirements for reimbursement to the greatest extent applicable; assisting the County with responding to public concerns and comments; certifying contractor vehicles for debris removal using methodology and documentation; entering load tickets into a database application; digitization of source documentation (such as load tickets); developing daily operational reports to keep the County informed of work progress; development of maps, GIS applications, etc., as necessary; comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices; Project Worksheet and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery; review of documentation and assistance with submitting for reimbursement and demonstration of eligibility; and issuance of a final report and all matters necessary for contract and project closeout.

2. Firm Qualifications Knowledge and Experience

BECC, Inc. was founded in 1992 and has performed Geotechnical Engineering, Inspection, Environmental and Construction Materials Testing Services throughout the southeast area since that time. BECC, Inc. is also a WBE/ DBE firm with the state of Mississippi as well as FAA and other government agencies. BECC has a reputation of providing superior technical expertise on government projects.

BECC is also a certified testing laboratory with certifications from several independent national organizations and we meet the requirements of R18, C1077 (concrete), D3666 (asphalt mixture), D3740 (soils) and E329 (soils, asphalt mixture and concrete). Our technicians and inspectors are certified in materials testing by ACI, NICET, AWS, FAA and MDOT.

BECC has a vast knowledge of performing inspection and monitoring services for government projects. We have specialized in monitoring airport construction projects which falls under the Federal Aviation Administration (FAA) guidelines. BECC inspectors act as the resident project representative (RPR) for these federal projects and fill out the required reports and spreadsheets as well as obtain load tickets that enable the airport to obtain FAA funding. These inspections often include verification of debris removal in dump trucks. BECC inspectors are usually degreed

Attachment: Debris Monitoring Proposal - BECC - Hurricane Ida (Q1-21107) (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

engineers and can help with identification and measurement techniques as well as possible environmental issues.

BECC has also performed federal work with the US Highway administration on several large projects. Our inspectors also monitoring the contractors work on state projects which as the Construction Engineering Inspection services (CE&I). This includes the need for our inspectors to collect tickets and document the quantity of haul off material.

3. Staff Technical Competence

We have attached resumes of key staff individuals that will be performing the services or managing the services on this project. The Principals of our firm will be involved throughout the course of this project to ensure that all the necessary reports and calculations are in accordance with FEMA guidelines.

The Principal Manager will personally review each daily report prior to being distributed. BECC's Principal Manager will be Richard Rhinehart, P.E. Our Project Manager will be Jeremy Mitchell, P.E. BECC will use several certified staff members to perform the monitoring on the project.

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BECC is unique in that the majority of all of our technicians and inspectors have a bachelor's degree in engineering.

Richard Rhinehart (P.E. in MS) will be the Principal Manager for the project.

4. Resources

BECC has the personnel resources and assessment ability necessary to complete the monitoring and inspection services required for the project. We have engineering inspectors that are experienced in the monitoring and inspection services required for government agencies.

BECC has offices in Gulfport, MS, Biloxi, MS, New Orleans, LA and Birmingham, AL as well as other areas. We have the ability to draw resources from any of these locations to help meet the needs of this project. BECC has the inspection and monitoring materials and resources in house.

5. Company Integrity

BECC has provided engineering and construction monitoring services for almost 30 years. We have an excellent reputation of being a company with superior personnel and young engineers who perform out inspection and monitoring services. BECC has never had a controversy or dispute over any of our quantities of materials.

BECC is routinely asked to perform services for the same owner which indicates satisfied clients and successful project completion and a high level of integrity.

6. Knowledge and Familiarity with Similar Projects

As stated earlier, BECC is very familiar with monitoring and inspection services specifically government agencies. BECC is currently performing the inspection services for the reconstruction of all roadways within the city of Biloxi. This is being performed with FEMA grants due to Hurricane Katrina.

BECC can calculate the quantities and keep daily records for the project and routinely perform these services in an acceptable manner by government agencies.

7. Closing

We appreciate the opportunity to continue our good working relationship with Hancock County. This project, if selected, will be given top priority by BECC.

Our primary objective is to provide the necessary services in the most efficient manner to verify government (FEMA) compliance. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Respectfully submitted,

BECC, Inc.



Marty Burford, P.E.
President

Attachment: Debris Monitoring Proposal - BECC - Hurricane Ida (Q1-21107) (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

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BECC
Geotechnical, Materials, and Environmental Engineers

2021 BECC UNIT FEE SCHEDULE

PERSONNEL

Senior Engineering Technician (field & laboratory)	*$ 58.00/hour*
Staff Engineer	*$ 75.00/hour*
ICC Certified Special Inspector	*$ 85.00/hour*
Structural Steel Inspector, CWI-visual weld inspection, bolt torque	*$ 98.00/hour*
Environmental Engineer	*$ 115.00/hour*
Technical Services Division Manager	*$ 95.00/hour*
Senior Project Manager, P.E.	*$110.00/hour*
Principal Engineer, P.E.	*$185.00/hour*

EQUIPMENT & SUPPLIES

Nuclear Density Gauge	*$ 8.50/hour*
Floor Flatness Machine Use	*$ 8.00/hour*
Dual Mass Dynamic Cone Penetrometer	*$ 45.00/day*
Seismometer	*$900/month*
Paint Thickness Meter	*$ 45.00/day*
Truck Use	*$ 100.00/day*
Per Diem	*$125.00/day*
Mileage (if truck use not charged)	*$ 0.55/mile*

NOTES:

Minimum call-out time is four (4) hours for all field testing.

Unit rates are charges portal to portal. When testing and inspection personnel are performing multiple duties in one visit, the higher rate that is applicable will apply.

Overtime will be charged at a rate of 1.5 times the hourly rate for any hours worked over 8 per day, before 7:00 a.m. or after 5:00 p.m., Saturdays or Sundays. Overtime will be charges at a rate of 2 times the hourly rate for any hours worked on National Holidays.

Time spent for basic report review by the Technical Services Division Manager will be charged in addition to unit rates quoted for all tests. A 5% administrative fee will be attached to each invoice in place of clerical time.

Geotechnical, Materials & Environmental Engineers

Richard A. Rhinehart, P.E.
Senior Vice President

LICENSES

Licensed Professional Engineer - Alabama, Georgia, Mississippi, Louisiana, North Carolina, and Texas
AL License No. 20469



EDUCATION

University of Alabama
Bachelor of Science - Civil Engineering Technology

PROJECT EXPERIENCE

- Birmingham-Shuttlesworth International Airport
  - Infield Service Road; Runway 5/23; Runway 6/24; Gate C-1 Apron; Parking Deck Expansion, Exit Ramp, and New Entrance; Terminal Modernization Project
- Biloxi Infrastructure Revitalization - FEMA
- Naval Construction Battalion (NCBC)
- Montgomery Municipal Airport Apron Rehab
- Guntersville Municipal Airport Expansion
- Gadsden Municipal Airport Improvements
- Anniston Municipal Airport Improvements
- Birmingham Air National Guard
  - Joint Medical Facility; Base Communications Facility; Vehicle Maintenance Facility; New Fire Station
- Talladega Shuttle Terminal

PROFILE

Richard has over 30 years' experience as a senior geotechnical engineer on a variety of geotechnical engineering projects for heavy industrial; commercial airports; municipalities; military installations; high-rise commercial structures; and landfills. He has been responsible for earthwork and grading programs on sites ranging from five acres to more than 2,000 acres. He has provided geotechnical services for facilities ranging in size from 50,000 square feet to more than 3,000,000 square feet. In addition, he has performed a variety of field inspections and laboratory tests including: observation of proof rolling; footing, pile and caisson inspection; undercutting and soil stabilization observation; compaction control of embankment fill; installation and monitoring of instrumentation for settlement and field bearing ratio of soils.

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Geotechnical, Materials & Environmental Engineers

Jeremy Mitchell, P.E.
Technical Services Division Manager

LICENSES

Licensed Professional Engineer Alabama
License No. 29168



EDUCATION

University of Alabama at Birmingham
Bachelor of Science in Engineering
Master of Science in Engineering Business

PROJECT EXPERIENCE

- Birmingham-Shuttlesworth International Airport
  - Infield Service Road; Runway 5/23; Runway 6/24; Gate C-1 Apron; Parking Deck Expansion, Exit Ramp, and New Entrance; Terminal Modernization Project
- Huntsville International Airport
  - Parking Deck Geotechnical Engineering
- Memphis International Airport
- Guntersville Municipal Airport Expansion

PROFILE

Jeremy has over twelve years' experience in geotechnical engineering, environmental engineering and Resident Project Representative duties at airports throughout the southeast. He performs a broad range of tasks for BECC from construction inspection services, collecting field specimens and performing laboratory tests to geotechnical structural analysis and design recommendations. He provides oversight and management structure for our testing laboratory, which includes updating and maintaining certifications and accreditations such as AMRL, CCRL, AASHTO, NICET, and ACI. He also performs routine safety inspections and is the Safety Officer at our corporate office. He is knowledgeable of ASTM procedures and efficiently skilled in a vast number of laboratory procedures involving asphalt paving, soils evaluation, and concrete testing.

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Michael Willis

Inspector / Senior Engineering Technician



Mr. Willis has over Thirteen (13) years of construction inspection and testing related experience. He has performed materials testing and inspections for various types of construction projects. Mr. Willis has worked on numerous construction projects providing materials observation and testing services to assist owners, architects, engineers and contractors alike to achieve the project goals. He has a vast knowledge of the requirements of the International Building Code (IBC).

Education

Harrison Central High School - 2001
MS Gulf Coast Community College 2001 - 2003

Certifications

- ACI Concrete Field-Testing Technician – Grade 1
- ACI Strength
- Hazmat Certifications
- Troxler Radiation
- Confined Space Entry Certification
- Hazardous Materials Technician – 1 (80 HRS.)
- Hazardous Materials NFPA 472 Awareness/Operations (32 HRS.)
- OSHA 10 Hour Site Worker Course
- Safety Officer
- National Registry First Responder

Specialties

- Construction materials testing for commercial, industrial and transportation projects
- Earthwork observation and testing
- Surcharge and wick drain installation inspections
- Deep foundation observation and testing
- Concrete observation and testing
- Asphalt observation and testing
- Laboratory testing of soils, aggregate, concrete, and asphalt
- Masonry observation and testing
- Reinforced steel observation and testing
- Bolted connection observation
- Pile inspection for precast and timber
- Vapor emission testing for concrete

Project Examples

Keesler AFB New Commissary and Exchange Buildings – Biloxi, MS
Built under IBC 2003, this project involved the construction of the commissary exchange buildings for Keesler Air Force Base. Mr. Willis's responsibilities included laboratory testing of soils and aggregate, nuclear density testing of soils and aggregate, concrete placement

Attachment: Debris Monitoring Proposal - BECC - Hurricane Ida (Q1-21107) (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

inspections and testing, asphalt laboratory testing and field nuclear density testing, masonry placement inspections and testing, bolted connections inspections, and welding inspections.

Camp Keller Ballistics Range – Biloxi, MS
This project involved the construction of new facilities for the Navy's "Camp Keller" ballistics and firing range. Mr. Willis's responsibilities included nuclear density testing of soils and aggregate, concrete placement inspections and testing, reinforced steel inspections, asphalt laboratory testing and field nuclear density testing, masonry placement inspections and testing. Mr. Willis played a key role in the on-site services throughout the duration of this project.

VA Gulf Coast Veterans Health System – Biloxi, MS

- **VA Hospital Clinical Addition**

  This project involved a 151,000 square foot addition to the VA Hospital. This facility is to house primary and specialty clinics, as well as provide outpatient services to our Veterans. Mr. Willis's responsibilities included laboratory testing of soils, aggregate and asphalt in the lab. On-site he performed nuclear density testing of soils, aggregate, asphalt and concrete placement inspections and testing, masonry placement inspections and testing and fireproofing inspections and testing.
- **Blind Rehabilitation Center**

  The Blind Rehab Center was a 63,000 square foot project that was completed in 2011. During construction, Mr. Willis's responsibilities included laboratory testing of soils, aggregate and asphalt in the lab. On-site he performed nuclear density testing of soils, aggregate and asphalt. Other duties included rebar inspections, concrete placement inspections and testing, grout inspections and testing, masonry placement inspections and fireproofing inspections and testing.
- **Mental Health Care Facility**

  This project involved a 98,000 square foot new facility to care for Veteran patients. Mr. Willis's experience with projects at the VA was instrumental during this project duration. His responsibilities included laboratory testing of soils, aggregate and asphalt in the lab. On-site he performed nuclear density testing of soils, aggregate, asphalt and concrete placement inspections and testing, masonry placement inspections and testing and fireproofing inspections and testing.
- **Parking Garage**

  The new 5-story parking garage was a project that consisted of 1,000 parking stalls for patients, visitors and staff. Mr. Willis was responsible for the laboratory testing of soils and aggregate in the lab. While on-site he performed nuclear density testing on soils and aggregate, rebar inspections, bolted connections inspections, observation and documentation of auger cast pile installation, concrete placement inspections and testing.

Radiation Oncology Clinic – Keesler Air Force Base, MS
The project included a 12,863 square foot clinic, a 1,682 square foot (approx. 121 ft. long) connector to the existing hospital, and a 1,596 square foot entry/drop-off. This facility is a hurricane-protected radiation oncology clinic with vaults that require specialized high-density concrete varying from 3.5 to 8 feet thick, placed at walls and roof. Mr. Willis's responsibilities included laboratory testing of soils, aggregate and asphalt in the lab. On-site he performed nuclear density testing of soils, aggregate and asphalt. Other duties included the observing and documenting of auger cast pile installation, concrete placement inspections and testing, grout inspections and testing, masonry placement inspections and fireproofing inspections and testing.

Institute for Marine Mammal Studies in Gulfport, MS
Beau View Condominium Towers – 22 Stories in Biloxi, MS
Legacy Condominium – 14 stories in Biloxi, MS

Attachment: Debris Monitoring Proposal - BECC - Hurricane Ida (Q1-21107) (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Geotechnical, Materials & Environmental Engineers

Jesse E. Jowers, Jr., P.E./L.S.
Senior Project Manager

LICENSES

Licensed Professional Engineer – Alabama
Licensed Land Surveyor - Alabama
AL License No. 21464



EDUCATION

University of Alabama
Bachelor of Science - Civil Engineering

PROJECT EXPERIENCE

- QTA Facility at Birmingham Airport – Birmingham, AL
- Steele Station Road Widening Project – Rainbow City, AL
- Shades Mountain Filter Plant Improvements – Birmingham, AL
- Naval Construction Battalion Center – Installation of Roller Compacted Concrete – Gulfport, MS
- Highway 261 Drainage Project – Pelham, AL
- Bearden Road Sidewalk Project – Pelham, AL
- Pelham City Park Sidewalk Project
- Highway 119 Sidewalk Project – Pelham, AL
- Stonehaven Trail Road Extension and Culvert Installation – Pelham, AL
- Golden Rule Barbeque – Calera, AL
- First Baptist Church – Columbia, TN
- Crosspoint Community Church – Gadsden, AL
- Westbrook Christian School – Rainbow City, AL
- Hunters Street Baptist Facility Expansion and Parking Lot – Hoover, AL
- Long Lewis Ford Highway 150 – Hoover, AL
- Kingwood First Assembly of God – Alabaster, AL

PROFILE

Jesse has sixteen years of experience as city engineer with the City of Pelham. He also has nine years of experience in civil engineering and land surveying. In addition to being a professional engineer for nineteen years, he has also been a professional land surveyor for twenty-two years, and a certified bridge inspector for fifteen years. He has considerable experience in civil site design projects including grading, drainage, and erosion control plans for medium to large construction sites. He has been involved project coordination on construction sites and layout of buildings, earthwork, and large parking facilities. Also, he has a strong background in land surveying from the field, to courthouse research, to the office. Jesse has been involved in numerous boundary and topographic surveys, with considerable experience in AutoCAD. He has prepared preliminary plats, construction plans, and final plats for numerous subdivisions. As city engineer, he worked on numerous municipal projects involving drainage improvements, sidewalk projects, utility relocations, and various roadway projects involving maintenance, resurfacing, and improvements. Jesse has also performed numerous inspections of bridges and large culverts, and as reviewed by the Alabama Department of Transportation on two separate occasions, successfully maintained the bridge files for thirteen structures.

Attachment: Debris Monitoring Proposal - BECC - Hurricane Ida (Q1-21107) (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Geotechnical, Materials & Environmental Engineers

Attachment: Debris Monitoring Proposal - BECC - Hurricane Ida (Q1-21107) (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Mark Manning
Resident Project Representative (RPR)



EDUCATION

University of Colorado
Boulder, Colorado
Bachelor's Degree of Science in Geology

TRAINING AND CERTIFICATIONS

DOT Earthwork Technician
DOT Roadway Technician
DOT Hot Mix Asphalt Level I
DOT Concrete Technician
ACI Field Testing Technician
ICC Fire Proofing Special Inspector (#8036377-86)
Nuclear Density Radiation Certification

SUMMARY OF QUALIFICATIONS

Mr. Manning has over Fifteen (15) years' experience managing and inspecting construction projects. Mark is also experienced in construction materials testing including pavement and subgrade evaluations which include proofroll observations, footing inspections and bearing capacity verifications, use of geosynthetics, rebar reinforcement inspections as well as stormwater and inspection of best management practices (BMP's). He is certified in most construction materials testing items which allows him to perform these services in conjunction with the inspection and therefore provide more project efficiency. His unique experience will all types of private and government agencies has provided him a very broad range of inspection capabilities. His has performed RPR and CE&I services throughout most southeastern states.

RECENT PROJECT EXPERIENCE

- RPR for Runway 6/24 Glide Slope Terrain Rehabilitation at the Birmingham Shuttlesworth International Airport in Birmingham, AL 2020/21
- RPR for Taxiway Foxtrot Improvements to the Birmingham Shuttlesworth International Airport in Birmingham, AL 2020/21
- Quality Assurance Testing for the Runway 18/36 at the Birmingham Shuttlesworth International Airport in Birmingham, AL 2020/21
- CE&I for Steele Station Road Widening in Rainbow City, AL 2020/21

Geotechnical, Materials & Environmental Engineers

Attachment: Debris Monitoring Proposal - BECC - Hurricane Ida (Q1-21107) (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Education

Morgan State University
Baltimore, Maryland
December 2015
Master of Science Degree – Project Management
May 2014
Bachelor of Science – Construction Management
Baltimore City Community College
Baltimore, Maryland
December 2012
Associate of Applied Science – Construction Supervision

Sean Boone

Level II Construction Inspector/
Resident Project Representative (RPR)



Training & Certifications

Business Owner
Project Management Certification
NICET – Soils, Concrete and Asphalt
WACEL – Washington Area Council of Engineering Laboratories
TWIC Card

Summary of Qualifications

Mr. Boone has over 30 years of experience in the construction inspection field. He has worked on a diverse area of different types of construction projects including buildings, airports, various state DOT's and large transportation jobs. He is knowledgeable of the relevant building codes including the ICC International Building Code, FAA guidelines, railroad requirements and ASTM/AASHTO procedures. He has excellent verbal and written skills and has the ability to manage any size project. He has worked on various foundation and transportation related projects. His duties included special inspections for soils and reinforcement, soils compaction testing and evaluation, concrete inspection and testing, asphalt roadway testing, rigid pavement testing (including RCC), and base and aggregate inspections.

Project Experience

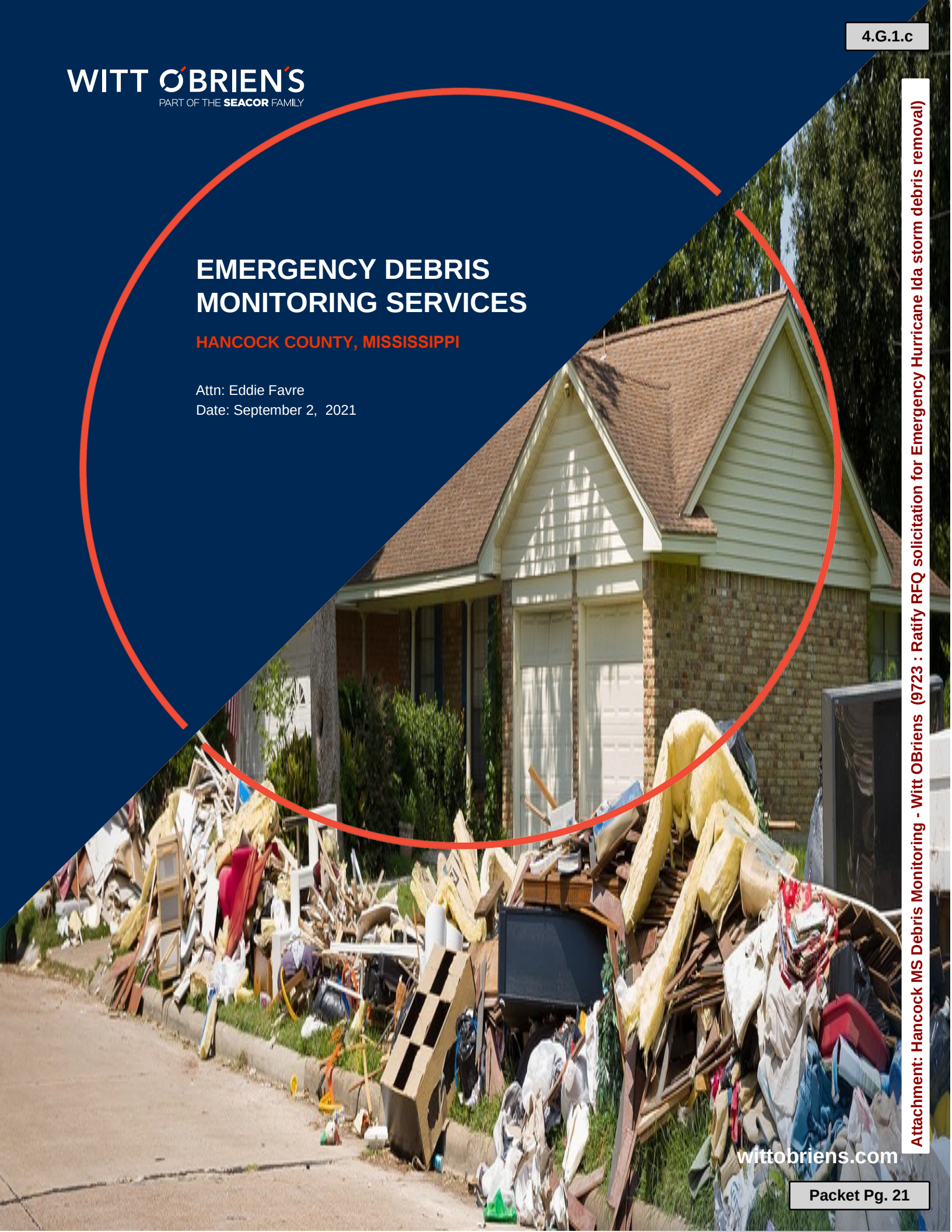
- Taxiway Foxtrot Electrical Improvements at the Birmingham Airport – Current RPR
- TLT Bayport Terminal Expansion – Houston, Texas
- East Terminal Expansion Subsurface Investigation – Houston, Texas
- Inspector for Union Pacific Brazos yard – Hearne, Texas
- RPR Inspection on Birmingham Airport Taxiway Foxtrot Electrical Improvements – Birmingham, Alabama
- Emergent BioSolutions Facility Expansion – Baltimore, Maryland
- BGE D4/D11 Building Propane Degassing Building – Baltimore, Maryland
- Maryland Public Health Laboratory – Baltimore, Maryland
- ICC – Intercounty Connector Contract A and B – Montgomery County, Maryland
- Innovative Reuse of Dredged Material – Maryland Port Authority – Cox Creek

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EMERGENCY DEBRIS MONITORING SERVICES

HANCOCK COUNTY, MISSISSIPPI

Attn: Eddie Favre
Date: September 2, 2021



wittobriens.com

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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APPENDIX A: RESUMES

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

COVER LETTER

September 2, 2021

Eddie Favre
County Administrator
854-A Highway 90
Bay Saint Louis, MS 39520

RE: Debris Monitoring RFQ

Dear Eddie Favre:

Witt O'Brien's is pleased to submit this proposal to Hancock County, Mississippi (the County) to provide emergency debris monitoring and recovery services. As a leading public safety and emergency management firm, we offer a complete range of planning, mitigation, preparation, and prevention services that help our clients be better prepared before a crisis occurs and recover more quickly after a disaster. We are ready to assist the County with post-event debris monitoring efforts to support your disaster response activities and maximize your reimbursements.

Witt O'Brien's is a full-service company that supports our clients – and their communities – through the entire disaster life cycle. We earn the trust of our clients because we deliver. Our success is based on the 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 Katrina, Sandy, Harvey, Laura, Isaias, Sally, and Zeta. Our team has managed the recovery of **50 million cubic yards of debris** across 130 projects, resulting in **$375 million in hauling costs**. We have helped our clients justify, secure, and employ more than **$65 billion in disaster recovery funding** across the spectrum of available sources, including $10B in COVID-related funding.
- ***Capacity to respond to multiple disasters.*** Witt O'Brien's meets our debris monitoring clients' needs, even with multiple, simultaneous activations. We maintain a robust program management system for pro-active management of clients, contracts, and staff. We supplement our cadre of 135 supervisory staff and network of 700 trained and vetted monitors with full-service recruiting for local hires. In the ***recent 2020 hurricane season, we successfully managed 8 different projects involving more than 400 staff, all with full implementation of COVID protocols.***
- ***ADMS for secure and accurate data collection and 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 allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost recovery activities. ***DebrisPro™*** integrates the best of the technology, tools, server infrastructure, hand-held devices, and a web portal to simplify the tasks of managing debris monitoring and removal operations.

818 Town and Country Blvd
Suite 200
Houston, TX 77024

T: +1 (281) 320-9796
F: +1 (281) 320-9700
E: contractrequests@wittobriens.com

wittobriens.com

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- ***Real-time progress reporting and performance improvement.*** Using our 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.
- ***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 FEMA requirements. We perform drug screening, criminal background checks, and motor vehicle operating record reviews for all of our temporary employees. We have developed a COVID management program for operating during a COVID environment ***– throughout the pandemic, we have not lost any days of work in debris operations.***
- ***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 PAPPG (e.g., Version 4) and FEMA's PA Debris Monitoring Guide (updated March 2021).

Witt O'Brien's appreciates your time and consideration and stands ready to assist the County. Witt O'Brien's reserves the right to negotiate terms and conditions applicable to any final agreement and, if awarded, will negotiate in good faith with the County to enter into a mutually agreeable formal written agreement. For any questions about this proposal or our capabilities, please contact Charles Bryant, Director of Debris Operations, at 337-476-0158 or cbryant@wittobriens.com, cc: *contractrequests@wittobriens.com*.

Respectfully,

Witt O'Brien's, LLC

Jonathan Hoyes

Jonathan Hoyes
Senior Managing Director
Government Solutions

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

1. QUALIFICATIONS OF THE FIRM

Witt O'Brien's is with you when it counts. Unlike other firms that might have a single division working in emergency and crisis management, Witt O'Brien's is fully dedicated to developing innovative solutions to help state and local governments, communities, and businesses recover from disasters and emergencies.

Formed in 2012 by a merger between Witt Associates and O'Brien's Response Management, Witt O'Brien's, LLC provides a range of comprehensive emergency preparedness, mitigation, response, and recovery services. Witt O'Brien's is part of SEACOR Holdings, Inc, which was recently acquired by American Industrial Partners, a private equity firm with $8B of assets under management on behalf of leading pension, endowment, and financial institutions.

At Witt O'Brien's, we have supported our local clients in preparing for, responding to, recovering from, and mitigating against some of the most significant disasters in our Nation's history, to include severe weather, major wildfires, and oil spill events (see **Exhibit 1).**

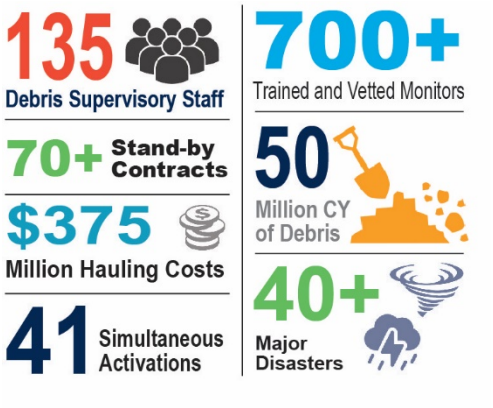
Exhibit 1: Witt O'Brien's Disaster Response and Recovery Experience



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1.1 EXPERIENCE IN DEBRIS MANAGEMENT

For more than 15 years, Witt O'Brien's has overseen nearly 130 debris management projects totaling more than $375 million in hauling costs. Since 2017 alone, we executed nearly 60 debris monitoring projects at the town, county, and state levels, monitoring a total of 12.3 million CY of debris. Our firm currently holds nearly 70 debris monitoring contracts, all of which involve cooperation and collaboration with our local clients, statewide emergency and environmental agencies, and FEMA.



We can 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; disseminating information to the public; selecting debris management sites; measuring and certifying trucks; managing hazardous debris; monitoring residential drop-off; tracking and reporting damages; identifying ineligible debris; managing and reporting data; and documenting removal costs.

We consistently receive accolades attesting to the professional manner in which we implement improved practices; decrease unnecessary work; and facilitate safe, accurate, and FEMA-compliant completion of debris management projects. 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 level in response to a wide range of events, including hurricanes, flooding, tornadoes, and winter storms. While the majority 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. **Exhibit 2** provides a sampling of projects over the past 5 years.

Exhibit 2: Representative Witt O'Brien's Monitoring Projects

Client/Event	Description of Services
Florida	
Alachua County, FL (population 269,043) Hurricane Irma (2017)	**Debris type: Vegetative, C&D, and hazardous trees** Monitored the removal of 227,412 CY of vegetative and C&D debris and 32,528 hazardous trees
Coral Gables, FL (population 50,999) Hurricane Irma (2017)	**Debris type: Vegetative, C&D, and hazardous trees** Provided debris monitoring for 656,334 CY of vegetative and C&D debris and 17,093 hazardous trees
Davie, FL (population 91,992) Hurricane Irma (2017)	**Debris type: Vegetative, C&D, and hazardous trees** Provided debris monitoring for 543,729 CY of vegetative and C&D debris and 4,342 hazardous trees

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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Exhibit 2: Representative Witt O'Brien's Monitoring Projects

Client/Event	Description of Services
Homestead, FL (population 70,477) Hurricane Irma (2017)	**Debris type: Vegetative, C&D debris** Monitored the removal of 264,655 CY of vegetative and C&D debris.
Nassau County, FL (population 88,625) *649 square miles* Hurricane Irma (2017) Hurricane Matthew (2016)	**Debris type: Vegetative, C&D, and hazardous trees** Irma: monitored the removal of a total of 259,169 CY of vegetative and C&D debris and 7,192 hazardous trees. Matthew: monitored removal of 86,556 CY of vegetative and C&D debris and 2 hazardous trees.
Ocala, FL (population 60,429) Hurricane Irma (2017)	**Debris type: Vegetative and hazardous trees** Monitored the removal of 205,905 CY of vegetative debris and 440 hazardous trees; included removal from private property and parks.
Plantation, FL (population 94,288) Hurricane Irma (2017)	**Debris type: Vegetative, C&D, and hazardous trees** Monitored the removal of 686,383 CY of vegetative and C&D debris and 14,072 hazardous trees
Washington County, FL (population 24,880) *616 square miles* Hurricane Michael (2018)	**Debris type: Vegetative, C&D, mulch, hazardous trees** Monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453,835 CY of mulch; and 54,595 hazardous trees
Georgia	
Savannah, GA (population 145,754) Hurricane Matthew (2016)	**Debris type: Vegetative, C&D, waterway, hazardous trees** Monitored the removal of 582,310 CY of vegetative, C&D, and waterway debris, and 27,851 hazardous trees. Debris removal in historic districts required specialized operations.
Louisiana	
City of New Orleans, LA (population 388,424) *350 square miles* Hurricane Zeta (2020) Tornado (2017)	**Debris type: Vegetative, C&D, hazardous trees, HHW** Zeta: Monitored the removal of 72,282 CY of vegetative debris, 11,220 CY of C&D, 19,758 CY of mulch and 4,550 hazardous trees Tornado: Monitored removal of 57,172 CY of vegetative and C&D debris; 594 pounds of HHW; and 209 hazardous trees
Lafourche Parish, LA (population 97,614) *1,474 square miles* Hurricane Zeta (2020) Hurricane Barry (2019)	**Debris type: Vegetative, C&D** Zeta: Monitored the removal of 67,468 CY vegetative and C&D debris. Vegetative debris was burned in accordance with state regulations Barry: Monitored the removal of 8,415 CY of vegetative debris from right-of-way (ROW) and state roads; we also monitored the burning of debris as final disposal.
City of Ruston, LA (population 21,976) Hurricane Laura (2020)	**Debris type: Vegetative** Monitored the removal of 8,415 CY of vegetative debris from right-of-way (ROW) and state roads; we also monitored the burning of debris as final disposal.

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Exhibit 2: Representative Witt O'Brien's Monitoring Projects

Client/Event	Description of Services
Livingston Parish, LA (population 140,789) *703 square miles* LA Flooding (2016)	**Debris type: Vegetative, C&D, white goods, e-waste, hazardous waste, putrescible waste** Monitored the removal of 850,019 CY of vegetative and C&D debris, 20,000 white goods, 338,000 lbs. of putrescible waste, 26,000 lbs. of e-waste, and 34,420 lbs. of hazardous waste.
North Carolina	
Wayne County, NC (population 123,131) *557 square miles* Hurricane Florence (2018) Hurricane Matthew (2016)	**Debris type: C&D** Florence: Monitored the removal of 97,940 pounds of C&D debris Matthew: Monitored removal of 379 pounds of C&D debris
City of Wilmington, NC (population 101,358) Hurricane Isaias (2020) Hurricane Florence (2018)	**Debris type: Vegetative, C&D, hazardous trees** Isaias: Monitored the removal of 230,066 CY vegetative debris Florence: Monitored the removal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees
New Hanover County, NC (population 239,508) *328 square miles* Hurricane Isaias (2020) Hurricane Florence (2018) Hurricane Matthew (2016)	**Debris type: Vegetative, C&D, mulch, hazardous trees** Isaias: Monitored the removal of 173,787 CY of vegetative and C&D debris and 743 hazardous trees, limbs, and stumps Florence: Monitored the removal of 1,603,716 CY of vegetative, C&D, and mulch debris and 7,690 hazardous trees Matthew: Monitored removal of 96,461 CY of vegetative debris and 506 hazardous trees
Texas	
Port Arthur, TX (population 54,766) Hurricane Harvey (2017)	**Debris type: C&D, e-waste, and white goods** Monitored the removal of 702,201 CY of C&D debris, 47,886 pounds of e-waste, and 5,311 pieces of white goods.
US Virgin Islands	
U.S. Virgin Islands (pop 104,425) Hurricanes Irma and Maria (2018)	**Debris type: Electrical power grid debris** Monitored and documented the collection, reduction, and off-island shipping of storm-damaged electrical debris: 2M linear feet (LF) of conductor wire,150k LF of wooden power poles, 972 pole-mounted and 24 pad-mounted transformers, 3k streetlights and brackets, 5k guywire and 734 cross-arm and hardware, and 11 reclosers.

To further demonstrate our capabilities, we have provided several client references for our debris monitoring services.

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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4876 HIGHWAY 1 • MATHEWS, LA 70375
P.O. BOX 425 • MATHEWS, LA 70375
985.537.7603 • 800.794.3160 • FAX 985.532.8292

www.lafourchegov.org

Archie Chaisson, III, *Parish President* **Department of Solid Waste**

March 29th, 2021

Subject: **Witt O'Brien's**
Rodney Byrd, Regional Manager, Debris

The Lafourche Parish Government is currently contracted with Witt O'Brien's for Disaster Debris Monitoring and Technical Assistance. Witt O'Brien's has delivered the following in accordance with our contractual agreement.

- A comprehensive Debris Management Plan for Lafourche Parish, approved by FEMA, allowing the Parish to participate in the Increased Federal Share Incentive component of the Public Assistance Program
- Multi-year Disaster Debris Removal & Recovery Service Contract
- Multi-year Disaster Debris Monitoring Contract
- Several months of direct technical and monitoring assistance with the Parish relative to the activation of contracts in the wakes of hurricanes that have impacted Lafourche Parish since 2012
- Provided guidance and instruction with Lafourche Parish Government staff in all aspects of emergency response

Lafourche Parish Government specifically recognizes Mr. Rodney Byrd's knowledge, expertise, willingness, cooperation, professionalism, and diligence in ensuring that the needs of our local governments and citizens were met in every way possible.

Lafourche Parish Government does not hesitate to utilize the outstanding services of Witt O'Brien's, including Mr. Rodney Byrd, should our need arise. We strongly recommend Witt O'Brien's for services under your consideration.

Sincerely,

Lafourche Parish Government

Jerome Danos
Solid Waste Manager

ARCHIE CHAISSON, III	PARISH PRESIDENT	JIM WENDELL	DISTRICT 5
JERRY JONES	DISTRICT 1	COREY PERRILLIOUX	DISTRICT 6
WILLIAM "T-BOO" ADAMS	DISTRICT 2	ARMAND AUTIN	DISTRICT 7
MICHAEL GROS	DISTRICT 3	D'LYNN BOUDREAUX	DISTRICT 8
AARON "BO" MELVIN	DISTRICT 4	DANIEL LORRAINE	DISTRICT 9

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Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

Reference Check

Vendor/Bidder: Witt O'Brien's

Reference Co.: City of Savannah, **Contact Name:** Gene Prevatt, Sanitation Director

Phone Number: 912.651.6579 **Email:** gprevatt@savannahga.gov

1. **Were you please with their capability to perform the services you contracted them to do?**

   Yes, we were very pleased with their capability and performance.

2. **Did you have any problems with their job performance or reporting? Any issues at all?**

   No, we had no problems or issues with their performance whatsoever.

3. **Would you use them again?**

   Absolutely. Their services are impeccable and we would not want to go through a major incident without them.

4. **Are you pleased with responsiveness of the vendor to problems or issues?**

   Yes, we are most pleased with this vendor's responsiveness. We found Witt O'Brien's to be highly responsive and the depth of their expertise encyclopedic.

5. **Please rate your satisfaction with your working relationship with the vendor from 1 – 10 with 1 being difficult to work with and 10 being very easy to work with.**

   10+

   You can't go wrong with Witt O'Brien's.

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From: Roane, Kim <KRoane@nhcgov.com>
Sent: Wednesday, October 7, 2020 2:20 PM
To: Chuck Brannon <CBrannon@wittobriens.com>; Greg Fenton <GFenton@wittobriens.com>
Cc: Curt Johnson <CJohnson@wittobriens.com>; Suleyman, Joe <jsuleyman@nhcgov.com>
Subject: [EXTERNAL] Job Well Done

Good afternoon,

We have just wrapped up our Hurricane Isaias Debris Removal project, working with Witt O'Briens and D&J Enterprises. Curt Johnson has been our Witt project manager for the event, and has done a remarkable job leading the monitoring team. Curt has an outstanding level of FEMA regulation knowledge, and he applies it to every portion of the project. He has provided insight as to what would meet FEMA eligibility requirements, and that information is always useful in making decisions on various aspects of the debris removal, including providing guidance to the debris removal contractor when their decision points would have the potential to affect the County negatively. Curt is watchful of expenses and does what he is able to do to keep them within the framework that would allow FEMA reimbursement of our costs. His project management skills are outstanding.

We rely upon Curt for his timely and comprehensive communications about the project, and appreciate his judgment – Curt seems to know when it's most appropriate to contact us, and when it's acceptable to hold off until the next project meeting. There have been challenges completing the debris removal for Isaias, but Curt has handled each issue with professionalism. He has intuitively shared information proactively that has allowed us to nip problems in the bud before they have a chance to grow and develop into major issues.

I consider this yet another job well done by Curt and Witt O'Briens, and sincerely hope Curt remains assigned to New Hanover County for future projects.

Best regards,
Kim

Kim Roane | Business Officer
Environmental Management - Administration
New Hanover County
3002 U.S. Highway 421 North
Wilmington, NC 28401
(910) 798-4402 p | (910) 798-4408 f
www.nhcgov.com

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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1.2 EXPERIENCE IN FEMA REIMBURSEMENT

Witt O'Brien's comprehensive debris management experience is combined with expertise conducting Federal cost reimbursement and FEMA grants management. Since 2001, Witt O'Brien's experts have helped manage and implement ***over $40 billion in grant funding reimbursements*** across FEMA public assistance (PA) and debris operations services, preparing and assisting with the implementation of ***80,000+ project worksheets*****.** We have done this at the recipient and subrecipient levels, at the time of FEMA project 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.

For each project we undertake, our mission is to build community resilience through emergency preparedness, mitigation programs, and response and recovery support. Our expertise stems from three distinct areas:

- Understanding the intricacies of the laws, regulations, policies, timelines, processes, and systems that govern eligibility and reporting for FEMA and other federal and state agencies;
- Applying that expertise to identify available options to facilitate your decision-making and maximize your funding potential, and
- Executing multiple, concurrent grants management processes in an accurate and timely manner to realize that funding potential.



We have a strong team of disaster management specialists with superior working knowledge of eligibility guidelines for Federal, State, and local ordinances, statutes, laws, and regulations—as a matter of fact, some of our experts helped write them. Witt O'Brien's is adept at applying the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and related authorities including 44CFR, 2CFR, FEMA FP 104-009-2 PA Program and Policy Guide, Sandy Recovery and Improvement Act, and the Disaster Recovery Reform Act of 2018 (DRRA). We are now applying our legal and regulatory expertise to assessing the Coronavirus Preparedness and Response Supplemental Appropriations Act. That legislation provides $8.3 billion in relief government wide. This new funding is in addition to the Coronavirus Aid, Relief, and Economic Security Act (CARES), which provides yet another $2 trillion.

Exhibit 3 highlights some of our relevant experience in providing FEMA disaster recovery grants management and cost recovery services for clients at the state, county, and city level.

Exhibit 3: Select Witt O'Brien's Accomplishments in FEMA PA Cost Recovery

Hillsborough County, FL – Hurricane Irma
Following Hurricane Irma (2017), Witt O'Brien's delivered cost recovery program operational assistance, including damage assessments, data documentation, financial accounting, interagency coordination, and grant management for $19.4 million in FEMA Category A - G eligible damages.

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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Exhibit 3: Select Witt O'Brien's Accomplishments in FEMA PA Cost Recovery

Port of Galveston, TX – Hurricane Ike
Witt O'Brien's was hired to address the backlog of uncompleted PA projects from a previous contractor. Our support has included completing 48 large project closeouts (valued at $35M); identifying $11.7M in recovery costs that were not documented or validated; reviewing and properly documenting $6M in uncategorized Direct Administrative Costs; and helping the Port categorize and properly apply their $55 million in insurance proceeds.
Puerto Rico Electric Power Authority (PREPA) - Hurricane Maria
In 2020, PREPA contracted with Witt O'Brien's to provide grant management services in response to the catastrophic damage sustained by the electric grid due to Hurricane Maria (2017). FEMA provided PREPA with a $10.7 billion settlement for repair and recovery under Public Assistance Alternate Procedures (Section 428). Our support focused specifically on assisting PREPA in identifying Section 406 mitigation opportunities within the project scopes across the seven utility sectors that are involved in the settlement.
University of Texas Medical Branch, Galveston TX - Hurricane Ike
Following Hurricane Ike (2008), the University of Texas System contracted Witt O'Brien's to assist UTMB in developing, documenting, managing, and submitting grant applications for funds available in FEMA's disaster programs. Our efforts resulted in more than $800 million in FEMA funding, including more than $400 million that was originally denied by FEMA.
Town of Southwest Ranches, FL - Hurricane Irma
Witt O'Brien's was activated for disaster debris monitoring and FEMA grants management assistance after Hurricane Irma in September 2017. We worked with the town to gather documentation to support its FEMA claims for debris operations, emergency measures, and repairs to the town's infrastructure for PWs in categories A, B, C, E, and G, which totaled over $4 million in costs.
City of Pompano Beach, FL – Hurricanes Katrina, Wilma, Matthew, and Irma
Since 2011, Witt O'Brien's has provided cost recovery operational services following Hurricanes Katrina and Wilma. After Hurricane Matthew (2016), we reviewed and compiled FEMA reimbursement packages for both Category A debris removal and Category B emergency protective measures cost. Following Hurricane Irma (2017), we supported the city in the preparation and submittal of 22 projects totaling over $5.7M in damages.
City of Orlando, FL – Hurricanes Charley, Frances, Jeanne, Matthew, and Irma
Witt O'Brien's has provided cost recovery for the City of Orlando since 2004, following Hurricanes Charley, Frances, and Jeanne. Our original tasks included recovery grant management and FEMA PW preparation assistance, and we were subsequently asked by the City to support the FEMA appeals process related to any insurance de-obligations sustained during that agency's evaluation of Florida Applicants. Most recently, we assisted with recovery from Hurricane Irma and Matthew, which has included 35 projects in Categories A through G, which total more than $15 million in value.

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2. QUALIFICATIONS OF STAFF

Witt O'Brien's is pleased to provide a highly experienced and professional team of debris specialists to the County. Our management team consists of the following:

- **Charles Bryant**, a nationally recognized debris management expert who leads Witt O'Brien's Debris Management Division, will serve as ***Project Principal***. He will be responsible for oversight of the project management team, customer service, and contract compliance for the debris monitoring operations for the County. Charles is one of only two of the nation's preeminent instructors of debris management at FEMA's national training center and is widely recognized as an expert on private property debris removal (PPDR) and waterway debris.
- **Victoria Kelley,** our ***Regional Manager,*** brings more than 7 years of experience in debris monitoring and is located in **Moss Point, Mississippi.** She will support Charles in providing corporate services that may be needed by our field staff.
- **Michelle Schroeder,** our ***Project Manager (PM),*** is also from Moss Point. She will serve as the County's primary day-to-day point of contact and will be responsible for managing our debris monitoring team during each phase. She will monitor and track the overall costs associated with all aspects of the project and work with the hauling contractor to accomplish debris removal in a timely and cost-effective manner.
- **Chris Denney,** our team ***Operations Manager,*** is from Slidell, Louisiana. He will be responsible for managing and coordinating all field operations, including overseeing and training all monitors and supervisory staff, assigning monitoring crews to work locations, coordinating schedules and assignments with the removal contractors, and ensuring documentation is complete and correct.

This management team will be supported by a highly experienced, dedicated team of debris monitoring professionals that bring the necessary credentials, skills, and qualifications to this engagement. In **Exhibit 4** we provide short bios, with full resumes presented in Appendix A.

Exhibit 4: Qualifications of our Key Personnel

Charles Bryant	**PROJECT PRINCIPAL**
Charles has 40 years of experience in emergency response and emergency management services, with 15 years focused specifically in debris management. In the last five years, he served as Debris Director for Witt O'Brien's complex, large-scale debris management operations in Florida, Louisiana, North Carolina, Texas, and Mississippi. Charles is one of only two preeminent instructors of debris management at FEMA's national training center, EMI. During Hurricanes Rita and Katrina, Charles served under contract as the Louisiana Deputy Director for Debris Operations, with the responsibility for overall coordination of debris operations for the state. In this capacity, he wrote the state's policy for PPDR, which was later adopted and used by FEMA. He also served 25 years as a first responder with the City of Sulphur, Louisiana, Fire Department.	
***Education, Training, Certifications, and Licenses*:** *Louisiana State University, Eunice Associate Fire Science Degree Programs. Certified FEMA EMI Instructor: NIMS Advanced ICS Curricula Train the Trainer E449; E202 National Debris Management Planning; Trainer: EMI National Debris Management. FEMA Pilot Program Train the Trainer; FEMA Intro to Emergency Management; FEMA Liability Issues in Emergency Management; National Fire Academy Fire Service, Financial Management & Planning*	

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Victoria Kelley — REGIONAL MANAGER



Victoria has 7 years of disaster recovery experience and provides division oversight for all Witt O'Brien's debris removal monitoring projects in response to major disasters. Victoria has served as Project Manager, Operations Manager, and Field Scheduler for large-scale debris monitoring operations, including City of Augusta, GA, Livingston Parish, LA, Port Arthur, TX, Wilmington, NC, and New Hanover County, NC. She has conducted more than 20 project start-ups and coordinated more than 80 debris monitoring contracts, totaling nearly 5 million CY of vegetative and C&D debris. In her capacity as Debris Team Administrator, Victoria has acted as a liaison between multiple government agencies involved in FEMA reimbursements. As Operations Manager for monitoring the debris removal efforts in Livingston Parish, LA, Victoria coordinated the right of entry (ROE) efforts for thousands of Parish residents.

Education, Training, Certifications, & Licenses:

University of Mississippi, BS, Criminal Justice

FEMA: IS-015.a, IS-100.Lea, IS-200.a, IS-240, IS-300, IS-400, IS-700.a, IS-800.c 24hr HAZWOPER

Michelle Schroeder — PROJECT MANAGER



Michelle has 15 years of experience in disaster management with focus on debris monitoring and FEMA public assistance cost recovery. Michelle has supported multiple jurisdictions throughout the state of Mississippi, helping her clients obtain maximum reimbursement of FEMA recovery grants. She is a Professional Certified Project Manager and Certified Group Coach, and has successfully led, trained, and coached teams of professionals in disaster recovery operations, both debris monitoring and cost recovery. Throughout her engagements, she has identified and resolved program/policy issues, and evaluated program effectiveness and made recommendations, and coordinated with senior agency officials. She worked directly for FEMA for 8 years in support of the PA program focusing on Hurricane Katrina in Mississippi.

***Education, Training, Certifications, & Licenses*:**

M.S., Human Resources Organization Development, American Intercontinental University

Professional Certified Project Manager; Certified Fire Fighter I – Mississippi State Fire Academy; FEMA IS 100, 200, 700, 700, 800, 292, 546, 547. OSHA HAZWOPER, Asbestos training, Counterbalance Forklift and Operations; DHS WMD 006, WMD PER303; FEMA PA Operations I & II; Project Worksheets; Hazard Mitigation; National Fire Academy: Rapid Intervention Team; MS State Fire Academy: Aerial Operations, Structural Fire Attack; CPR, AED, EMT Basic

Chris Denney — OPERATIONS MANAGER



Chris has 15 years of experience in disaster response and debris monitoring. Chris has been part of management teams for monitoring the removal of more than 6 million CY of disaster-generated debris for more than a dozen local governments. Chris has been the Senior Data Manager for several large-scale debris monitoring efforts, tracking ticket entry, controlling data integrity, invoice submissions, and the payment recommendations of hauling contractor invoices. Chris has managed the removal and documentation of hazardous trees and limbs on nearly 20 individual projects for local governments amounting to more than 150,000 hazardous trees, limbs, and stumps removed, documented, and funding secured. He is also experienced in hazardous material removal, waterway debris removal operations, and collection and processing of Right-of-Entry (ROE) for PPDR.

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Education, Training, Certifications, & Licenses:

OSHA-30 Construction Safety; First-Aid, CPR and 24-hr HAZWOPER; FEMA: IS-100, IS-200, ICS-300, ICS-400, IS-632.a, IS 633, IS 634, IS-700, IS-800; US Coast Guard (USCG) Documentation Unit Leader, Level 3

Curt Johnson — FIELD SUPERVISOR



Curt has more than 15 years of professional experience, including 8 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 Isaias, Florence, Matthew, Irma, Maria, Hermine, Isaac, and Sandy.** To date, he has overseen the removal, management, and reduction of **over 9 million CY** of various types of debris, including **vegetative, C&D, hazardous trees, and white goods**. Curt is experienced in Private Property Debris Removal (PPDR) and the process of obtaining Rights of Entry (ROEs). He has also managed sites requiring compliance with environmental and historical preservation requirements.

***Education, Training, Certifications, & Licenses*:**

FEMA: IS-100.c, IS-101.c, IS-102.c, IS-200.c, IS-230.d, IS-235.c, IS-632.a, IS-700.b, IS-800.c; Certified Hazard Analysis and Critical Control Points (HACCP) Manager

Valarie Kelley — FIELD SUPERVISOR



Valerie has more than 10 years of management experience, including 3 years in the management of disaster recovery and debris monitoring. Valarie has both managed and been a part of management teams monitoring the successful removal **of millions of cubic yards (CY) of storm-related debris**, including vegetative and construction and demolition (C&D) debris, **and hazardous trees**. She is experienced in debris removal not only from public Right of Way (ROW) but also **Private Property Debris Removal (PPDR)**, private roads, commercial property, and state roads. She has managed operations for debris monitoring projects following Hurricanes **Florence, Isaias, Laura, and Zeta** for multiple clients. Valerie has experience dealing with state and federal agencies to ensure all requirements are met for **reimbursement.**

Education, Training, Certifications, & Licenses:

FEMA IS-632.a; IS-100.le; IS-200.a; IS-700.b; IS-800.b

Renee Malone — FIELD SUPERVISOR



Renee has supported ten Witt O'Brien's debris monitoring projects in Louisiana, North Carolina, Texas, Georgia, and the US Virgin Islands, helping to oversee more than 3 million cubic yards (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, private property debris removal, white goods, e-waste, and household hazardous waste. 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 an applicant position program specialist in various locations following Hurricane Katrina. In 2005, she supported Katrina recovery providing data entry office support for temporary housing.

Education, Training, Certifications, and Licenses:

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

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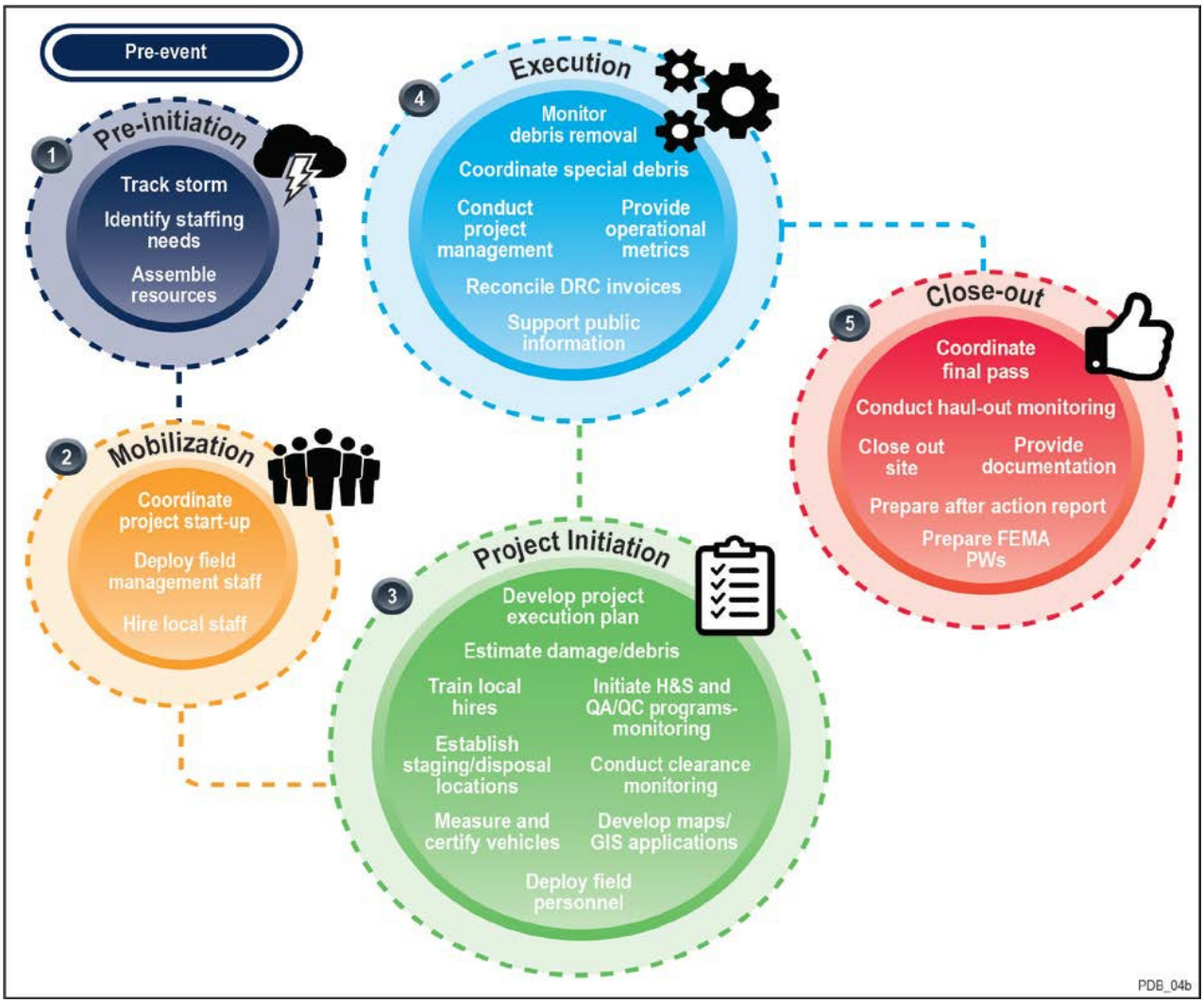
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3. DISASTER TECHNICAL APPROACH

For more than 15 years, Witt O'Brien's has provided varying levels of pre-event and post-event debris management services to state and local clients. We have continually learned from our experience and implement a best practices approach in providing disaster debris monitoring services. This section presents our overall technical approach to meeting the requirements of the SOW and also highlights our mobilization and operational plans and our management and reporting processes and systems, including our proprietary ADMS.

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) Initiation, (4) Execution, and (5) Close-out.

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 allows for the electronic tracking and collection of data in the field to ensure thorough documentation for all cost recovery activities.

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DebrisPro™ was developed to conform to US Army Corps of Engineers (USACE) technical specifications and FEMA documentation requirements. It integrates the best of the technology, tools, server infrastructure, hand-held devices, and a web portal to simplify the basic tasks of managing debris monitoring and removal, contracts management, and office 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. Witt O'Brien's has been using ***DebrisPro™*** since 2010 to manage more than 100 debris projects throughout the country.

Features of DebrisPro™

DebrisPro™

- ✓ Automated ticket collection, scanning, tracking, invoicing, and reporting
- ✓ Cross-checking original ticket information against contractor invoice data
- ✓ Comparison strategies like percentage monitoring cost and graphical representation of data
- ✓ Capture and display of real time information from the site of origination
- ✓ Financial tools to identify missing contracts or rate lists
- ✓ Electronic ticket generation at each location
- ✓ Categorized and organized debris documentation with secure storage
- ✓ Tracking of debris operations using GIS and other mapping technologies
- ✓ On-site ticket scanning via 2D bar code technology via hand-held devices
- ✓ Simplified data entry flows to guide operation of technology for debris collection activities
- ✓ Generation of daily rosters to identify monitoring costs
- ✓ Audit and reconciliation of hauler invoices

The sections below describe our full life cycle approach to debris monitoring services from contract award to close-out of a specific event. As such, it provides details on our complete set of services to demonstrate our experience and capabilities. ***Some elements -- such as pre-event planning -- may not be applicable for all contracts, e.g., emergency deployments following a specific event.***

3.1 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. For Hancock County, our support for Hurricane Ida specifically would not include the pre-event planning activities described below.



Non-Event Specific Activities

Pre-event debris management planning services and activities are crucial in solidifying relationships with the County's staff who are involved in event-driven emergency response functions, including debris monitoring. It is also imperative to understand the County's expectations. Our Project Manager and team will coordinate with your staff year-round to ensure open and effective lines of communication and to identify desired services. For example, our Project Manager typically holds a yearly meeting with the client and the hauler prior to hurricane season to discuss questions the client may have in the event of an activation. Other support may include the following activities:

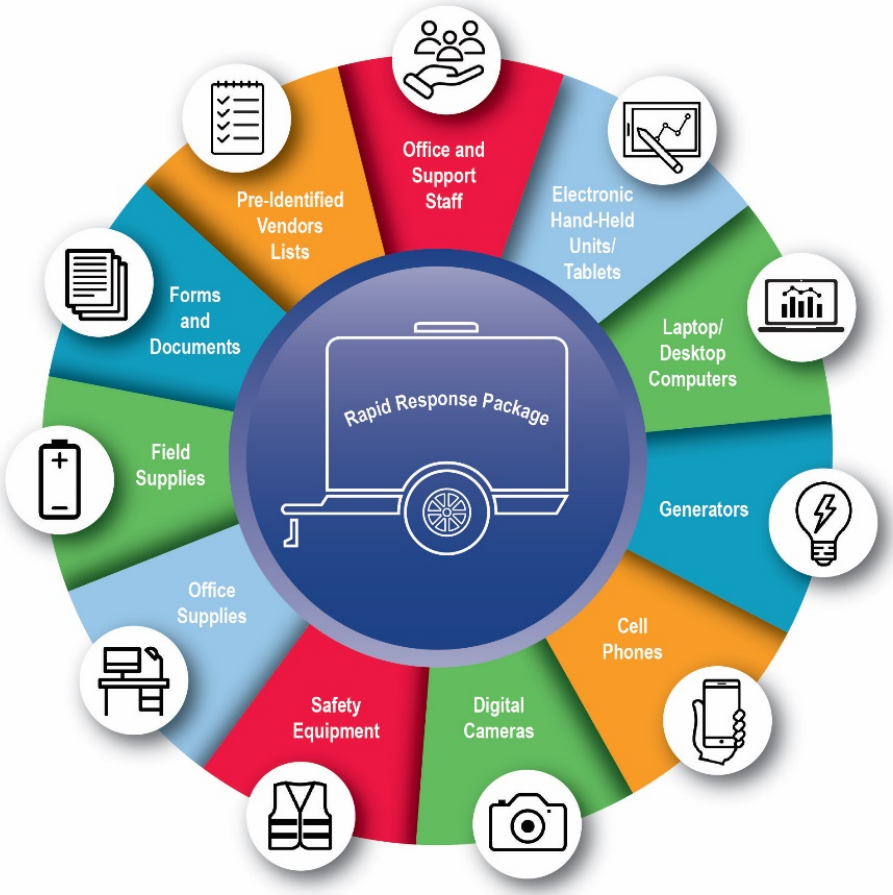
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- Meet with the County's staff to review/revise debris management plan and ensure compliance.
- Ensure the County's readiness by providing technical support and guidance in selecting a debris removal contractor. We will ensure that all documentation is in line with current policy for federal and state reimbursement.
- Prepare for activation progress tracking by obtaining data such as lists of city streets, GIS zone shape files, and hauling contractor scope of work and line-item rates.
- Identify staging or disposal locations (e.g., Debris Management Site (DMS)) and ensure that proper documentation is in place.
- Train your staff on the monitoring process, with a focus on eligibility criteria and documentation requirements to help them understand how they receive funding

Event-Driven Activities

As part of pre-initiation, our Project Manager and her team continually track potential weather events that may impact our clients. If it appears that a client area will be impacted by an approaching storm, our Project Manager will coordinate with the debris hauling contractor to develop an estimate of debris quantities and the resulting staffing needs for both the hauler and the monitoring firm. She will also initiate the processes for assembling the field monitoring workforce, as discussed in more detail below in "Coordinate Project Start-up."



Our Project Manager will then convene the management team (e.g., Operations Manager, Field Supervisors, and Data Manager) and begin to move resources and supplies into place. We maintain and manage scalable Rapid Response Packages that are pre-loaded and staged within proximity of the client and include the following for an expedited deployment and self-sufficiency: our state-of-the-art ADMS, ***DebrisPro™***; tablets, laptops, and desktop computers; generators; office supplies; cell phones and mobile Wi-Fi hotspots; pre-printed forms and documents; Bluetooth printers; Personal Protective Equipment (PPE) and first-aid kits; field supplies; and pre-identified vendor lists.

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3.2 MOBILIZATION



We understand that during a disaster, our role is to augment and strengthen your 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

Within 24 hours of a Notice to Proceed, the management staff will be deployed along with other available trained field personnel and the Rapid Resource Package. If feasible, this team may be deployed in advance of an anticipated event and will shelter-in-place along with an initial portion of the required resources. Within 48 hours of notification, they will meet with County staff to have work commence.

Coordinate Project Start-up

Our Management Team will conduct a kick-off meeting with County officials and the hauling 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.

Once staffing needs are validated, our team will assemble the workforce within 24 hours of activation using the following:

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

- **Network of vetted debris staff**. Currently, Witt O'Brien's has 600 employees nationwide with more than 135 debris supervisory staff and a network of more than 700 debris monitors that have completed our internal debris training program and are eligible and available for re-hire. During the storm tracking phases, our management team will begin communications with both the supervisory staff and the monitors in our network to assess their availability.
- **Local Hires.** As described in more detail below, we committed to hiring additional local personnel on our projects and will conduct hiring campaigns to identify, pre-screen, and conduct all pre-employment paperwork rapid hiring and deployment of monitoring personnel.
- **Staffing Agencies.** Witt O'Brien's has agreements with multiple staffing agencies, including small, disadvantaged businesses, who can assist us extending employment opportunities to the community.

Hire Local Staff

Witt O'Brien's has a playbook for hiring local staff to complement our current full-time and on-call staff. Our team will recruit, screen, hire, and train County-area residents for monitoring duties. We understand that disasters impose economic hardships on communities and are therefore committed to hiring additional local personnel on our projects and using small disadvantaged businesses, as needed, to extend employment opportunities to the community. We will 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). We also will consult with the County to determine whether any recently retired or laid-off government employees –

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e.g., from the Solid Waste, Public Works, Parks and Recreation, Police or Fire Departments – might be available to assist with the recovery effort. Depending on the size of the project, we will establish Human Resource (HR) hiring centers in the affected area that can be quickly mobilized, transported, and set up to allow for immediate vetting and hiring. In addition to our HR department, we work with multiple staffing vendors across the country who provide recruiting services and employee onboarding.

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 may reflect negatively on our client or our firm. Any field staff can be dismissed from the project at any time for violating these policies.

3.3 PROJECT INITIATION



This phase will include analyzing disaster impacts, assessing the current situation, and confirming the proposed personnel, staffing requirements, scheduling, and other contract-related items. It involves developing the Project Execution Plan, the Health and Safety Plan, and the Quality Control Plan. As part of project initiation, we will implement our staff training program and set up our GIS systems for tracking program progress.

Develop Project Execution Plan

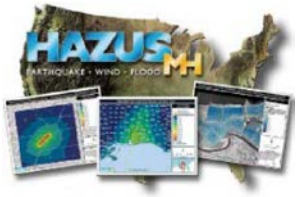
Following our initial meeting with County officials, the Project Manager will develop a comprehensive project execution plan (Incident Action Plan) to confirm the details of our approach such as personnel assignments, communication and information sharing procedures, safety procedures, documentation procedures, and a schedule for deliverables. This plan is a far more detailed and tailored adaptation of our technical approach provided in this proposal 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 its 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. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo, and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density, and precipitation and is accurate within +/- 30% for hurricane events.

Witt O'Brien's also uses FEMA's Hazards U.S. Multi-Hazard (HAZUS-MH), the nationally applicable software program that estimates potential building and infrastructure losses from hurricanes, riverine and coastal floods, and hurricane winds. HAZUS-MH 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



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populations. HAZUS-MH analyses also can be run in real time to support response and recovery actions following a disaster event.

Establish Staging/Disposal Locations

DMSs are approved areas where debris contractors can haul eligible debris so it can be further separated or processed before being hauled to a final disposal facility. At the DMS, monitoring towers are established so that monitors can quantify debris by load. In many cases, the location of the DMS is determined during disaster preparation and discussed as part of the ongoing planning activities. As needed, Witt O'Brien's can assist with pre-event selection of DMS locations suitable to handle the quantities and types of debris forecasted and can advise and assist the County with the acquisition of all necessary environmental and other permits. An important component of reviewing sites and consulting on site selection criteria is ensuring that sites can be properly secured in order to limit access. As part of our process for selecting potential sites, we take photographs, inspect potential properties, and produce a summary report with recommendations. Site security measures such as fencing, cameras, and locked access gates can also be implemented after the site selection process.

If the DMS locations need to be established during an event, we will assist with inspecting locations, documenting conditions and developing a safety report, securing regulatory permits, and coordinating set-up with contractors. We are also experienced in establishing ingress and egress routes (and find this to be a helpful step in increasing site efficiency), and we have assisted in the management of reduction schedules to reduce the risk of vegetation catching fire or debris piles growing too high.



Aerial View of DMS Managed by Witt O'Brien's

Conduct Clearance Monitoring

Our team will prioritize roads, facilities, and areas for initial debris clearance. The team will document labor and materials as well as 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. **This is especially true today as we prepare to provide debris monitoring services in a COVID-19 environment.** 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 proper personal protection equipment and operating safely. This program now includes FEMA and OSHA guidance and documentation on working during the COVID-19 pandemic. Additional measures for social distancing have been implemented.

Upon the County's request and approval, we will deploy a dedicated Field Supervisor to ensure the safety of monitoring operations in the field. We follow a strict safety process, perform a project safety analysis, and follow guidelines for safety training. Our safety requirements include the following:

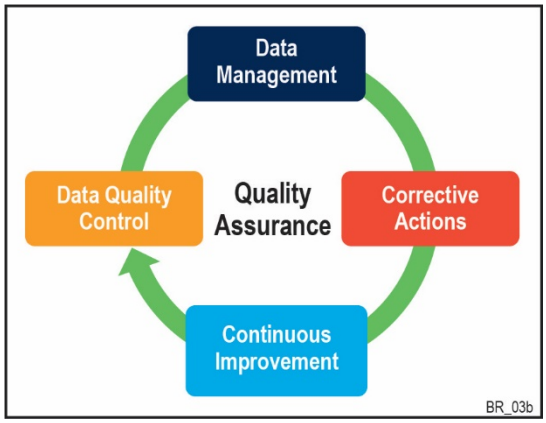
- Participate in a daily safety meeting

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- Wear the appropriate safety equipment
- Remain at a safe distance from loading, hauling, and cutting equipment
- Inspect all vehicles before they leave the DMS
- Verify that debris is properly and safely loaded

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 Program



As a standard component of our project management, we will implement a quality assurance/quality control (QA/QC) program to ensure contract compliance and maintain performance standards and goals. Our Project Manager has the processes and tools to ensure data integrity and data management through all data collection, coordination, and documentation activities, from initiation to close-out. Our Project Manager is adept at managing a multi-faceted team that is virtual, on site, and in the field. In the fast-paced debris monitoring response work, we share information in a collaborative environment using the Microsoft 365 platform for document sharing, information and document storage, shared schedules, and video conferencing. All Witt O'Brien's employees have Office 365 for Business® on their company-issued laptops to facilitate rapid communication and information sharing. SharePoint and Microsoft Teams facilitate document sharing, the ability to collaborate on documents, and the flexibility to video conference simply through an Internet connection.

Our QA/QC Plan will provide the County, the Project Manager, and the Project Principal with the controls they need 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. Key features of our program include:

- **Real-time Data Quality Control**: Our plan builds in quality control in every step of the process. We start with our training program, which emphasizes the importance of data accuracy. The accurate completion of load tickets is perhaps the most important element of a quality control program for debris monitoring. At the field locations, supervisors spot-check the monitors' load tickets for accuracy and completeness and debrief them at the end of each day regarding performance and any issues identified. At the DMS, tower monitors review tickets for accuracy upon arrival. In addition, data entry staff perform ongoing reviews to identify load ticket errors or omissions and report them to field supervisors to allow for corrective action.
- **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 team will use both our GIS programs and ***DebrisPro™*** for accurate and comprehensive field data collection and tracking for all cost-recovery activities.
- **Corrective Actions**: If Witt O'Brien's monitoring personnel detect negligence or non-compliance compliance with FEMA regulations, County staff will be notified immediately. Examples may

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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:** 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. To ensure operational efficiency and reduce overall costs, our management team will analyze data progress against project goals to determine causes of delay or determine whether certain activities can be compressed to save time and budget. Based on the daily information our monitors receive regarding the hauls performed by debris removal contractor, we are able to synthesize the data and forecast the level of effort to achieve total debris removal within the required FEMA timeframe.

Train Staff

Once additional personnel are hired, we work with them to ensure content knowledge and understanding before assigning them to their respective functions. Our training program is based on an on-line interactive, cloud-based training platform, and comprises multiple modules. The modules that are provided to all staff, regardless of position, include:

- Introduction to Debris Monitoring
- Witt O'Brien's Employee Expectations
- Daily Procedures
- Heat Stress Awareness
- COVID-19 T



We then provide additional modules that are specific to the field employee function, including:

- Load Site Monitor Training
- Hazardous Tree Monitor Training
- Debris Management Site Monitor Training

These courses are designed to emphasize 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 and legibly to ensure maximum FEMA reimbursement of funds. New monitors are also trained in the use of handheld automated ticketing units (tablets), which includes the app linking to ***DebrisPro™***, and are supplied with reference materials and maps of their work zones.

We also have modules for management and supervisory functions, as follows:

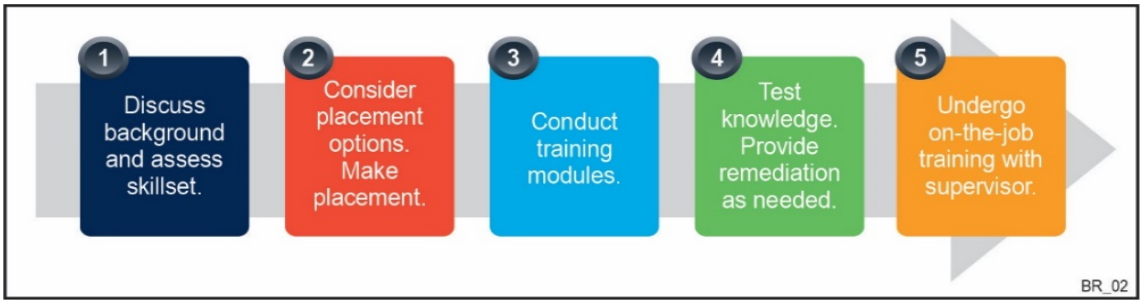
- Admin Assistant Training
- Field Supervisor Training (including Truck Certification)
- Debris Operations Manager Training
- Project Management Training

Our training program is designed to build upon the learning process and to certify each level of competency as each employee progresses in core capabilities and understanding. Therefore, each module ends with an assessment of knowledge comprehension and retention that must be passed before moving on to the next training program. If an assessment is failed, remediation is provided before the next assessment. Our training approach is shown in **Exhibit 6.**

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Exhibit 6: Witt O'Brien's Training Methods Build Competencies by Level



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 locations at debris collection locations and the DMS. 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 at a ratio of 1:10 supervisors to monitors (per FEMA's Debris Monitoring Guide, March 2021).
- **Load Site Monitors.** The Operations Manager and Field Supervisors will pair monitors with hauling crews and dispatch them to debris collection locations.
- **Special Debris Load Site Monitors.** The Operations Manager will assign roving monitors to observe debris removal contractor operations and locate, document, and map special debris (e.g., hazardous trees, white goods), and report on ineligible debris and contractor-caused damages.
- **Debris Site Monitors.** The Operations Manager will staff each DMS with an experienced debris monitor for assessing load volumes, inspecting debris, and ensuring debris types are kept separate (for proper quantification throughout all phases of the project).

All personnel will be equipped with vehicle transportation and state-of-the-art technology (e.g., rugged tablets) to ensure appropriate and efficient data collection, transfer, and documentation.

Measure and Certify Hauling Vehicles



Witt O'Brien's follows the most recent FEMA standards and recommendations for calculating the capacity of debris removal trucks and 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 for each truck and/or piece of equipment used to transport and remove debris, including the make and model, license plate number, debris removal contractor equipment number, and its maximum volume in cubic yards. The measured volume of the load bed will be displayed on a placard attached to the driver's side of the equipment or vehicle. Our

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team will provide the County with both hard copy and 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 the debris removal contractor adds vehicles to its fleet, or if measurement calculations should change, these adjustments are reflected in all documentation or logs. 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 not been tampering of truck placards. Roving and field monitors will be trained to deter and detect any fraudulent alteration of truck volumetric capacities.

Develop Maps and GIS Applications

esri Partner Network Silver

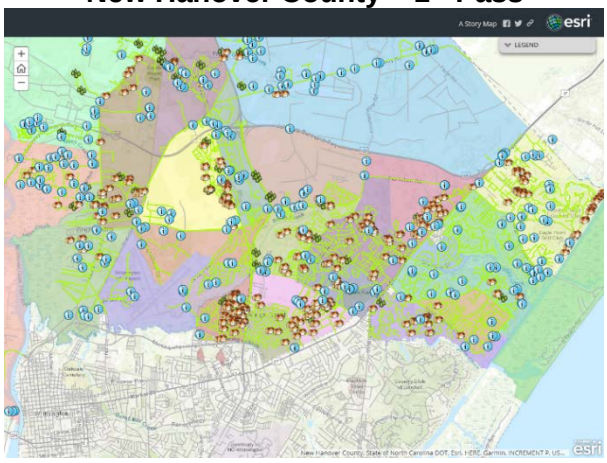
As a Silver Tier member of the ESRI Partner Network, Witt O'Brien's has the capability to customize its mapping platform to meet your technical needs. The ESRI Partner Network is a collection of organizations across the globe that work together to deliver solutions, content, and services using the ESRI Geospatial Cloud. Through this partnership, we have 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 tablets in the field and on the management computers. The app can be used to designate "hot spots" for immediate collection and 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 and ineligible) with a specific icon or pin (along with photos of ineligible debris). This allows the Witt O'Brien's team, client, and/or contractor to get a visual idea of the amounts of different debris types that need to be picked up.

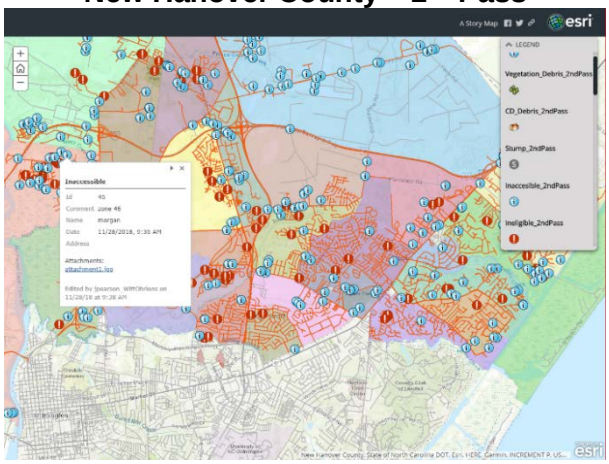
With each update of the data, the team can demonstrate progress towards clearing entire zones. It is typical to have at least three passes (1st, 2nd, and final). Our team can confirm through mapping and validation that each pass has been completed and progress has been made. For example, **Exhibit 7** shows screenshots from the app demonstrating a reduction in the number of pins between the 1st and 2nd passes in the same area.

Exhibit 7: Screenshots of ArcGIS Collector App

New Hanover County – 1st Pass



New Hanover County – 2nd Pass



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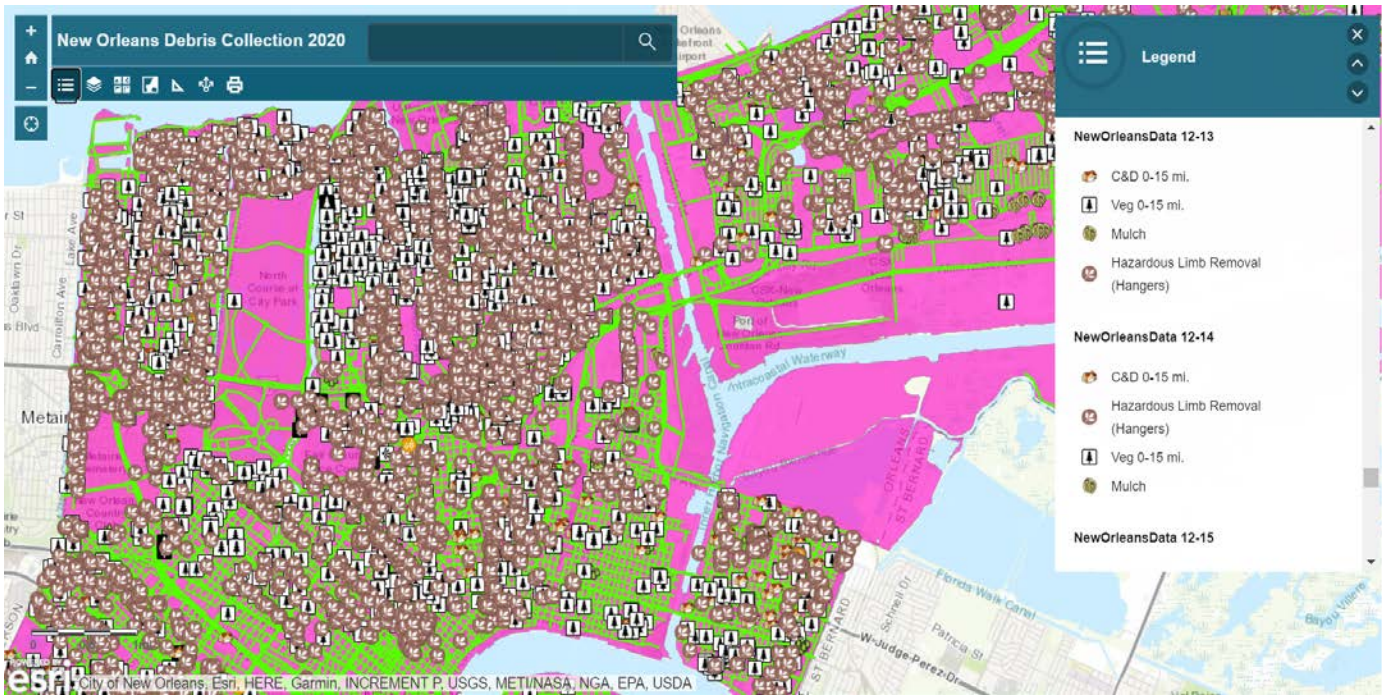
Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

In addition, our Team creates ArcGIS maps from the load ticket data in ***DebrisPro™***. This produces ongoing maps of progress in collection, numbers of passes, zones being worked in, and zones scheduled for future work. It also can provide data on turnaround times that can be analyzed to assess hauler efficiency and operational issues that may require resource rebalancing or other management actions**.**

We understand from our experience in debris monitoring that the County often is under pressure from the public, elected officials, and the media to provide information on recovery activities and the progress being made. We can provide the County with access to these maps so that they can track progress, provide updates, and answer specific questions about where debris removal activities have already occurred or are scheduled to occur. Examples of 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 you to easily incorporate information into your business operations (e.g., through briefings, reports, audits, appeals, etc.).

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 client with updates (every three hours) of the different types of debris removed. The pink zones (and green street lines) indicate areas where all work had been completed. The City used this information to inform the public on hauler progress.

Exhibit 8: ArcGIS Map of Debris Project



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3.4 EXECUTION

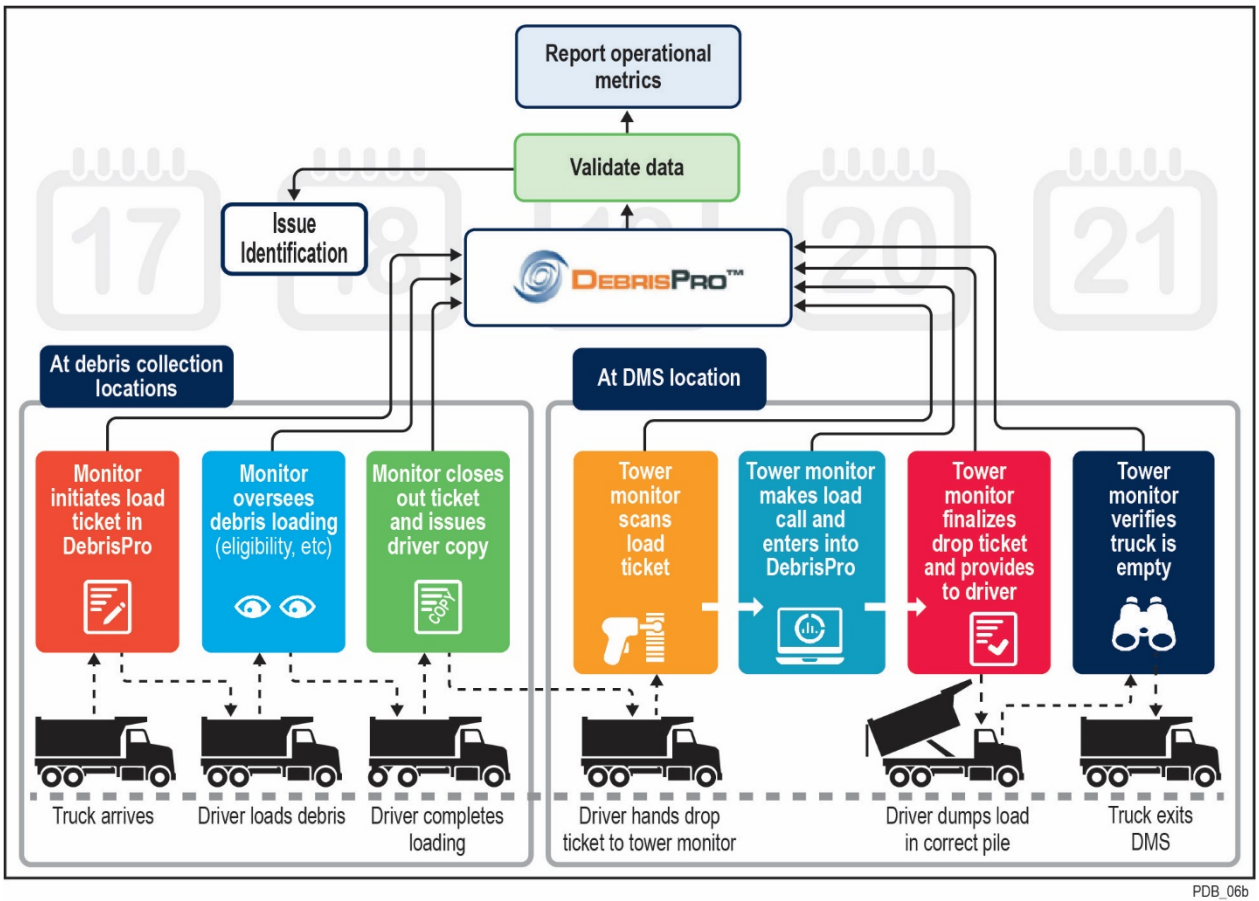


During the execution phase, Witt O'Brien's will be responsible for monitoring the debris removal contractor at debris removal locations and the DMS to ensure that debris removal operations are efficient, safe, and properly documented to ensure a full federal reimbursement to the client. This phase involves scheduling work to ensure that the correct number of monitors are assigned, 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 initial removal locations through disposal.

Exhibit 9: Witt O'Brien's Debris Monitoring Process Using DebrisPro™



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 "hot spots" and zone closure status. Key steps in the process 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™***.

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Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

- **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 may cause a reduction in performance or an increase in recovery cost; these may include debris removal contractor skipping piles (i.e., "cherry picking"), delay of start times, excessive or unscheduled breaks, and stoppage time.
- **Ticket Close-out** -- When the driver has completed loading, the monitor will close-out the load ticket in ***DebrisPro™*** and provide the driver with a printed copy of a load ticket that validates where 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 redundant servers to ensure data security and information will be provided to the County in electronic format.

At the County's designated DMS locations, we will assign a DMS supervisor (over multiple sites) and a minimum of two debris site/tower monitors at each site. Once the driver arrives at the DMS, the following steps take place:

- **Ensure load ticket accuracy**. When a driver arrives at the DMS, the tower monitor will review load tickets for accuracy at inspection towers. Trucks without 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").** At the DMS, the tower monitor will estimate the load from each vehicle inbound and (when ingress/ egress permits the truck to pass by the same tower) and will 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 in ***DebrisPro™*** and the load tickets become drop tickets that are provided to the driver.
- **Emptying Loads.** If multiple debris types are permitted for the site, then separate areas will be established for different debris classifications. The debris removal contractor will be instructed on where to empty based on that debris classification (e.g., vegetative, C&D, white goods, etc.).
- **Hauler Compliance.** When the truck returns, the monitor will inspect the bed of the truck 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 the truck bed before providing the ticket.

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At the County's request, we can manage a residential debris drop-off site and, if needed, assist in establishing specific locations for residential drop-offs. Bins will be placed on public ROWs where residents can place disaster debris, with separate bins designated for specific materials. The Witt O'Brien's Operations Manager will assign a residential drop-off site monitor to ensure that each person bringing in debris shows an ID with a local address. Residents will be permitted to drop off debris only during authorized times. The monitor will document the resident's name and address and confirm that the debris is from the resident's home. The monitor will also ensure that debris is deposited into the correct bins as separated by debris type (e.g., vegetative, C&D, white goods). Quantities will be estimated for the debris brought in, and this debris will be kept separate from any debris collected by the debris removal contractor(s). When bins are full, debris removal contractor vehicles will be sent to pick up and empty the containers. For documentation purposes, we can either create a load ticket for each resident with estimated cubic yardage or create a single ticket for each roll-off bin and record all eligible addresses on a single ticket.

Coordinate Special Debris

Some debris (such as hazardous trees, limbs, and stumps; white goods and e-waste; household hazardous waste; 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 (e.g., hazardous trees, limbs, and stumps; waterway debris; white goods; e-waste; hazardous household waste; and putrescible waste).

- **Hazardous Trees.** For hazardous trees (i.e., leaners, hanging limbs, and stumps), our team will follow established FEMA guidance that requires supporting photo documentation for each ticket issued for these removal services. Our ADMS technology and software ***DebrisPro™*** enables our field staff to take photographs in the field and upload them in a compressed format for secure storage and retrieval. Our field teams will use ***DebrisPro™*** to ensure that the tickets are electronically stored with the associated photographs, which is critical for FEMA reimbursement and QA/QC. All hazardous trees will be handled in accordance with guidance from the PAPPG 4.0. 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.



- **Household Hazardous Waste.** If conducted as part of the overall debris removal operations, the removal of household hazardous waste may be funded by FEMA as Category A. Activities for the removal and disposal of household hazardous waste (specifically) includes:
  - ✓ Separation of household hazardous waste from other debris

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- ✓ Specialized procedures for handling and disposing of the hazardous materials
- ✓ Control or stabilization of the hazardous material
- ✓ Pumping water contaminated with the hazardous material

Witt O'Brien's will ensure that this process is properly documented to maximize the County's reimbursement. It is also important to ensure that hazardous waste is not mixed with other types of debris. Our monitors are trained to recognize and identify all debris types to avoid debris mixing. Typically, no debris is comingled, especially household hazardous waste. A key part of a monitor's job is to ensure that the debris type they are assigned to monitor is the only debris being loaded by the debris removal contractor.

- **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, all oils, all solvents, and all refrigerants. If debris is recyclable or has salvage value, we will document the separation and salvage activities that have been implemented.
- **Private Property.** PPDR 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 may be eligible under the PA program. With exception of debris removal from commercial property, the Applicant does not need to wait for FEMA approval to start work. However, for the Applicant to receive PA funding, FEMA must determine that the PPDR work at each property is eligible. 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. If demolition of private or public structures is needed, Witt O'Brien's can also provide guidance for the proper implementation, documentation, and monitoring for this program.

  *Our Project Principal, Charles Bryant, is an authority on **PPDR and waterway debris removal.** He developed for GOSHEP the PPDR guidelines that were subsequently adopted by FEMA. For the State of New Jersey, he developed the operational methodology for waterway debris removal.*
- **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 the extensive knowledge and background in development, coordination, and management of the demolition program. 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 the MDEQ 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.
- **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

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very limited, extraordinary circumstances, FEMA may provide an exception. If appropriate, our team will work with the client to ensure that prior FEMA approval is obtained and will provide the necessary documentation for reimbursement.



- **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.
- **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.
- **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 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 responsibilities to ensure effective, efficient, and compliant operations.



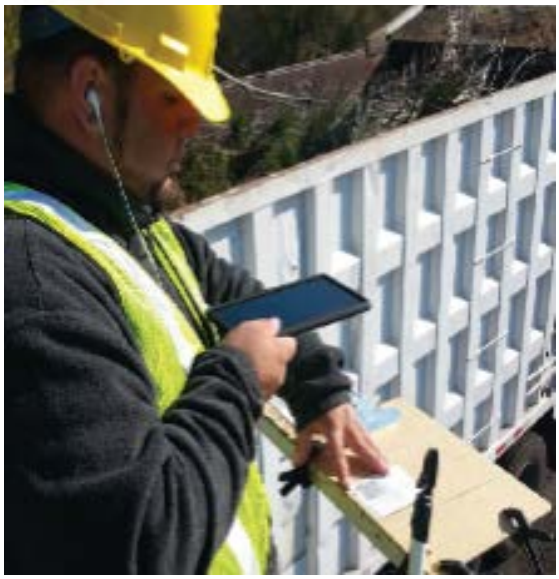
- **Daily Briefings.** During active debris removal operations, the Witt O'Brien's Project Manager will conduct and/or attend daily meetings with the County, appointed officials, the debris removal contractor management, and operational staff. These meetings will be used to coordinate scheduling, confirm progress, resolve any ongoing issues, discuss any potential risks or issues that may affect work, and make any required adjustments to improve the effectiveness of debris removal and disposal operations.

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- **Work Scheduling and Daily Close-out.** The Operations Manager will conduct daily planning meetings with the hauler and generate staffing reports and daily schedules for haulers, supervisors, and field monitors. 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 on Operational Reporting).
- **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 that is needed to effectively monitor removal operations without incurring unnecessary costs that may jeopardize reimbursement.
- **Quality Assurance.** Witt O'Brien's understands that the accurate completion of load tickets is perhaps the most important element for any debris monitoring program – particularly when it comes to the ease of applying for and receiving full reimbursement from FEMA and other state and federal disaster recovery programs. Our monitors use ***DebrisPro™*** to collect debris load data in the field using smartphone or tablet devices. 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, 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 DMS, tower monitors will review tickets for accuracy upon arrival. In addition, data entry 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.
- **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 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.
- **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, as well as their supervisors, will be informed of the non-compliance and instructed on how to correct the error. We make every effort to

DEBRISPRO™



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

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resume operations as soon as it is possible to do so without compromising the quality of the work. Such issues may 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 may be escalated to more formal reviews with documentation of performance, retraining, and, if necessary, staff replacement.

- **Issue Stop Work Orders for Unsatisfactory Work.** Field monitors are empowered to initiate a Stop Work Order in the event that a monitor or supervisor sees a safety issue at a debris site, or the monitor learns that 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.
- **Continuous Improvement.** Witt O'Brien's is committed to customer service and project success. At the core of our project management approach is a proven system for ensuring that our staff are performing at optimal levels and meeting our high standards. To provide the County with recommendations to improve efficiency, we will regularly analyze collection quantity data against project goals to determine where additional removal equipment may be required to meet deadlines or how additional debris management site locations might improve output. When removal operation forecasting shows that completion will take longer than established deadlines, we will evaluate the available equipment and personnel onsite to determine how to best increase the daily collection rate and turnaround times. Efficiency procedures often include increasing equipment numbers, adding additional debris site locations, and establishing new removal route schedules around traffic patterns.

*In a client questionnaire, New Hanover County, NC rated Witt O'Brien's **10/10** in:*

- *Ability to manage project costs*
- *Ability to maintain project schedule*
- *Quality of work*
- *Quality of consultative advice provided*
- *Professionalism*
- *Ability to manage risk and unexpected project circumstances*

Report Operational Metrics

The Witt O'Brien's team will provide operational reports to ensure the County has a full awareness of the debris removal operation. These updates include daily situation reports, progress reports, reconciliation reports, and incident damage reports. Witt O'Brien's will use ***DebrisPro™*** to generate all reports in the format the County requires, e.g., the contract number, daily/cumulative hours for each piece of equipment, daily/cumulative hours for personnel by position, and volumes of debris handled.

- **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 Situational Status Report (SITREP) to the County. **Exhibit 10** presents a sample SITREP. Witt O'Brien's Daily Sitrep is a running, cumulative report calculating the Total for Operating Period (daily) and Total to Date.

Exhibit 10: Sample Daily Situational Report

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SITUATION REPORT

Date	1/21/2020
Day of Operation	7
Operational Period	0600-1900 hours

DEBRIS MONITOR PROJECT DR-4393 North Carolina

Project Manager	
Operations/Data Manager	

AOR SUMMARY

- 1 bucket truck ran today
- 1 mini excavator ran today
- 1 stump haul truck ran today
- 1 haul trucks ran today
- 1 haul trailer ran today

- We certified a haul trailer today (the contractor intends to use this rather than bring in a knuckle boom).
- The contractor worked in Bayview West today removing 2 hazardous trees.
- *ALL HAZARDS HAVE NOW BEEN REMOVED FROM BAYVIEW WEST*
- They took 1 load of logs/trunks to the N. 25th site today. They also took 3 loads of veg to the Miller DMS - 1 from Bayview West & 2 from the N. 25th site.
- They intend to remove the final hazardous tree from Bayview East tomorrow, which will only leave the stumps to be ground - 4 residual and 1 hazardous in Bayview East & 1 hazardous in Greenwood.
- The contractor advised that the stump grinder will be here Monday Wednesday.
- ***The contractor is anticipating completing all work associated with the approved hazards list NLT Friday, and as early as Thursday.***

DEBRIS OPERATIONS SUMMARY:	TOTAL/OPS PERIOD	TOTAL TO DATE
Hazardous Stumps less than 24"	0	0
Hazardous Stumps 24" to 36"	0	1
Hazardous Stumps 36" to 48"	0	0
Hazardous Stumps greater than 48"	0	0
Hazardous Trees (leaners) 6" to 12"	0	0
Hazardous Trees (leaners) 12" to 24"	2	4
Hazardous Trees (leaners) 24" to 36"	0	7
Hazardous Trees (leaners) 36" to 48"	0	0
Hazardous Trees (leaners) greater than 48"	0	0
Hazardous Limbs	0	5
Veg (CY)	31	79

PERSONNEL

Project Manager	1	DMS Monitors	0
Operations Manager	1	Billing/ Invoice Analyst	0
Data Manager	1	Data Entry Clerks	0
Field Supervisors	0	Project Coordinator	0
DMS Supervisors	0	Field Coordinator	0
Field Monitors	3	GIS Analyst	0

SAFETY

- Safety review and heat stress awareness briefing during morning safety meeting.
- Morning Safety Brief
- Nothing further to report

Proprietary

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
- ✓ Operation 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 the work performed by the debris removal contractor

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

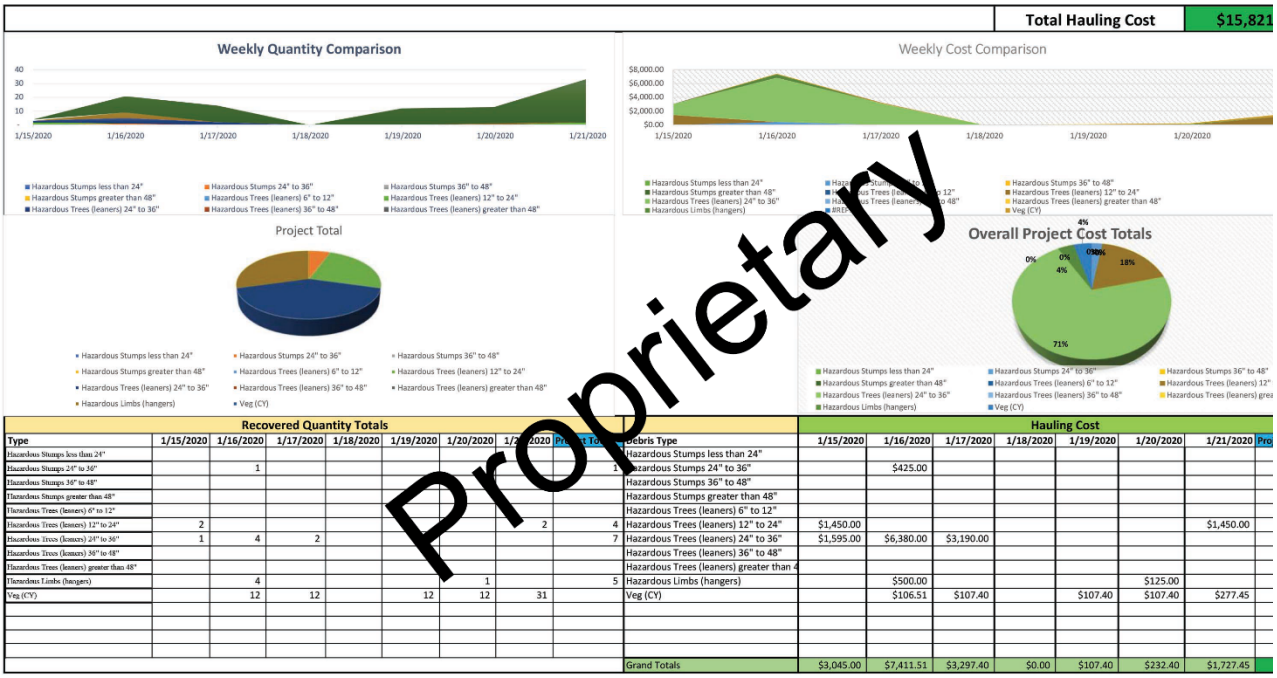
- **Reporting on Progress Metrics.** Our team will use ***DebrisPro™*** to track and report on project costs, ensuring that costs are correctly coded, and that force account labor and/or debris contractors work is within the assigned scope of work. As other data points are requested, Witt O'Brien's will develop tailored reports to meet each client's specific data needs. All reports generated from the system can be exported in .xlsx format to simplify data management. Typically,

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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. **Exhibit 11** provides a sample report on hauling costs.

Exhibit 11: Sample Weekly Report on Hauling Costs



Type	1/15/2020	1/16/2020	1/17/2020	1/18/2020	1/19/2020	1/20/2020	1/21/2020	Pro
Hazardous Stumps less than 24"								
Hazardous Stumps 24" to 36"		1					1	
Hazardous Stumps 36" to 48"								
Hazardous Stumps greater than 48"								
Hazardous Trees (leaners) 6" to 12"								
Hazardous Trees (leaners) 12" to 24"	2					2	4	
Hazardous Trees (leaners) 24" to 36"	1	4	2				7	
Hazardous Trees (leaners) 36" to 48"								
Hazardous Trees (leaners) greater than 48"								
Hazardous Limbs (hangers)		4				1	5	
Veg (CY)		12	12		12	12	31	

Debris Type	1/15/2020	1/16/2020	1/17/2020	1/18/2020	1/19/2020	1/20/2020	1/21/2020	Pro
Hazardous Stumps less than 24"								
Hazardous Stumps 24" to 36"		$425.00						
Hazardous Stumps 36" to 48"								
Hazardous Stumps greater than 48"								
Hazardous Trees (leaners) 6" to 12"								
Hazardous Trees (leaners) 12" to 24"	$1,450.00						$1,450.00	
Hazardous Trees (leaners) 24" to 36"	$1,595.00	$6,380.00	$3,190.00					
Hazardous Trees (leaners) 36" to 48"								
Hazardous Trees (leaners) greater than 4								
Hazardous Limbs (hangers)		$500.00				$125.00		
Veg (CY)		$106.51	$107.40		$107.40	$107.40	$277.45	
Grand Totals	$3,045.00	$7,411.51	$3,297.40	$0.00	$107.40	$232.40	$1,727.45	

- **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, hauling contractors will damage roads, sidewalks, utilities, drainage structures, or even private property. 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 proper 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)
- ✓ Monitors' info (name/phone/badge)
- ✓ Driver/crew/truck info
- ✓ Type of damage/Complete details of incident
- ✓ Pictures
- ✓ Supervisor Signature
- ✓ Follow-up/Action Taken

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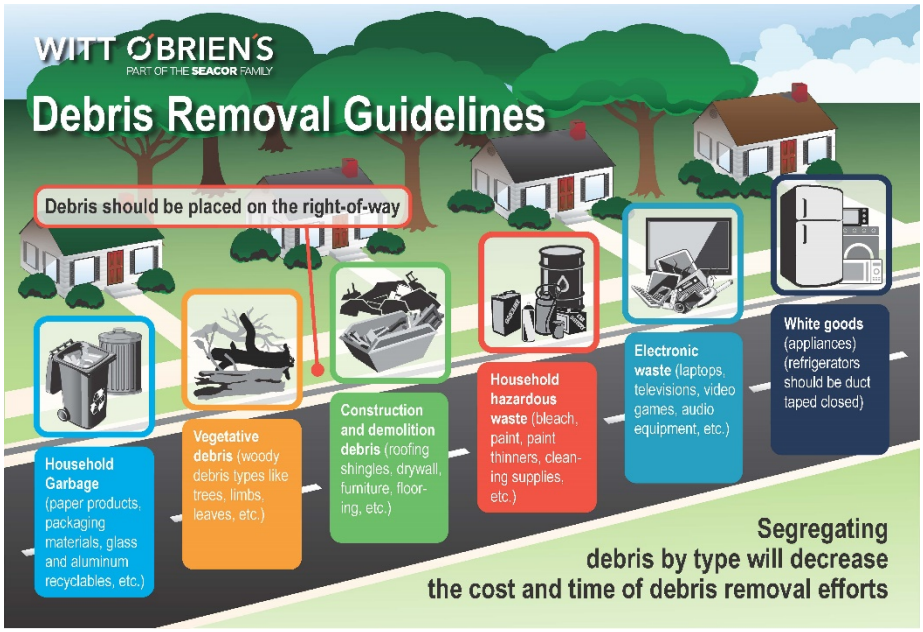
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Support Public Information

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 so that they can 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, online campaigns, or in-person town halls 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. 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.



In addition to our support for creating and managing public information campaigns, we also frequently provide our debris clients with access to a 24-hour emergency call center. If requested, we will assign a dedicated number for the County residents that they can 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.

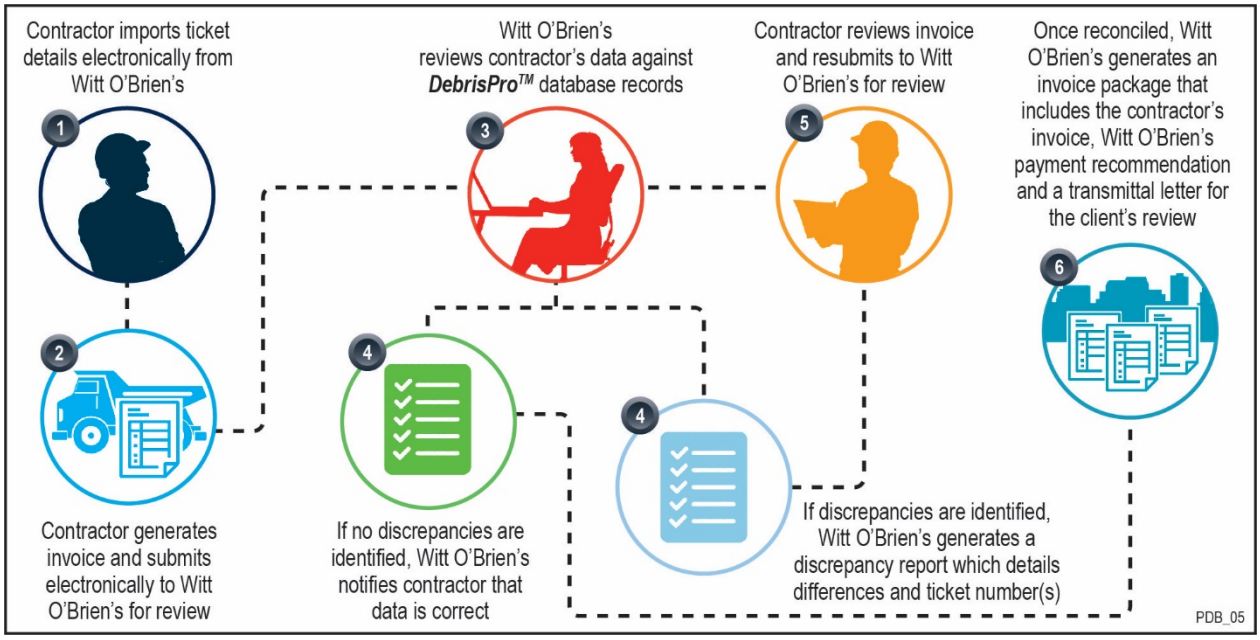
Reconcile Contractor Invoices

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. The process is illustrated in **Exhibit 12**. On a regular schedule agreed by the County, Witt O'Brien's will reconcile all debris removal contractor invoices within a timely manner (producing a reconciliation report within 2 days of receiving the invoice). 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 scope of work, unit prices, performance parameters, and timelines.

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Throughout the course of the project, our team will develop relationships with the hauling 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. We will also notify the County immediately in the form of an Invoice Discrepancy Report. If there are no discrepancies in the invoice, a payment approval letter will be issued. Each letter outlines the outstanding fees, provides a target payment date, explains all adjustments and corrections, and includes a complete summary of our records to support the invoiced amounts.

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



3.5 CLOSE-OUT



Coordinate Final Pass

During the final weeks of debris collection, the Operations Manager will ensure complete debris removal by the debris removal contractor. At that time, we will publish last pass schedules and deploy monitors to confirm clearance of all roadways and/or document any remnants. From this data, our GIS Specialist 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, you will receive written confirmation of debris removal completion.

Conduct Haul-out Monitoring and Final Disposition

Whenever the debris removal contractor is using a DMS 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 to provide as documentation for FEMA reimbursement. Our team will coordinate with federal, state, and local environmental agencies to ensure the integrity and

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regulatory compliance of all final disposal activity. We will confirm final disposition of debris and the associated records.

Site Close Out

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

Provide Final Documentation and Data Maintenance

At the close of the project, we will provide the County with both electronic and hard copy of all required documentation to submit for reimbursement from FEMA. If the County requests earlier in the project, we will compile the required documentation for period seeking reimbursement. At the close of debris monitoring operations, we will provide a detailed 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 hauling 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 PWs, final closeout, and, if needed, audit and appeal procedures.

Our electronic ADMS, ***DebrisPro™***, was developed to conform 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. All project documents including reports, records debris reporting tickets and contract correspondence will be maintained for a period of not 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. Within 30 days of project completion, our Project Manager will prepare an After-Action report detailing project specifics, highlights, data, lessons learned, and recommendations for next event.

Develop Reports for Reimbursement

Properly prepared reports are required for reimbursement by FEMA or any other applicable agency for disaster recovery and debris removal. Well-developed PWs also ensure that the County 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 scope of work and damage descriptions of projects (including cost estimating), analyzing Project Worksheets and accompanying documentation, and preparing PW 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 process. We prepare Category A (debris removal and monitoring), Category B (debris clearance) FEMA PWs,

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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 PW packages are professionally documented to capture the maximum available funding.

Appeals Preparation and Assistance

In the event that PA funding is denied, FEMA rules and regulations allow for appeals.. Our Team will assist the County through the appeals process by assembling documentation and handling the process within the deadlines established by FEMA. We will assist in drafting the appeals using a team approach to leverage the broadest set of expertise possible.

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4. FINANCIAL STABILITY AND CAPABILITY TO RESPOND

Witt O'Brien's, LLC is a wholly owned subsidiary of SEACOR Holdings, Inc., which is owned by American Industrial Partners, a private equity firm with more than $8B of assets under management on behalf of leading pension, endowment, and financial institutions. As a subsidiary of SEACOR and with ***zero debt, strong cash flow,*** Witt O'Brien's has stability and resources of a larger firm with the agility of a smaller firm. As a company focused solely on emergency management, we have the capability to maintain operations with the financial backing that can be critical during large disasters. For example:

- During the 2020 storm season with 30 names storms including 13 hurricanes, Witt O'Brien's prepared for multiple activations of debris monitoring. We managed 8 active projects across 4 states with 63 supervisor deployments and 354 local hires.
- Since the onset of the COVID-19 pandemic, Witt O'Brien's has helped more than 80 state, local, territorial, and tribal governments nationwide operationalize $10 billion in relief funding.

Witt O'Brien's brings the staffing capacity and proven ability to commit the necessary resources to debris operations, even with multiple simultaneous activations. As discussed in Section 3.2 above, Witt O'Brien's has more than 135 debris supervisory staff and a network of more than 700 debris monitors that are eligible and available for re-hire. In anticipation of an impact, our approach to developing the workforce includes:

- Initiating communications with our supervisory staff and the monitors in our network to assess their availability.
- Based on refinement of staffing needs (through discussions with the County and the hauling contractor), initiating campaigns to identify, pre-screen, and conduct all pre-employment paperwork for rapid hiring and deployment of local monitoring personnel.
- As needed, reaching out to our vetted staffing agencies, including small, disadvantaged businesses, who can assist us extending employment opportunities to the community.

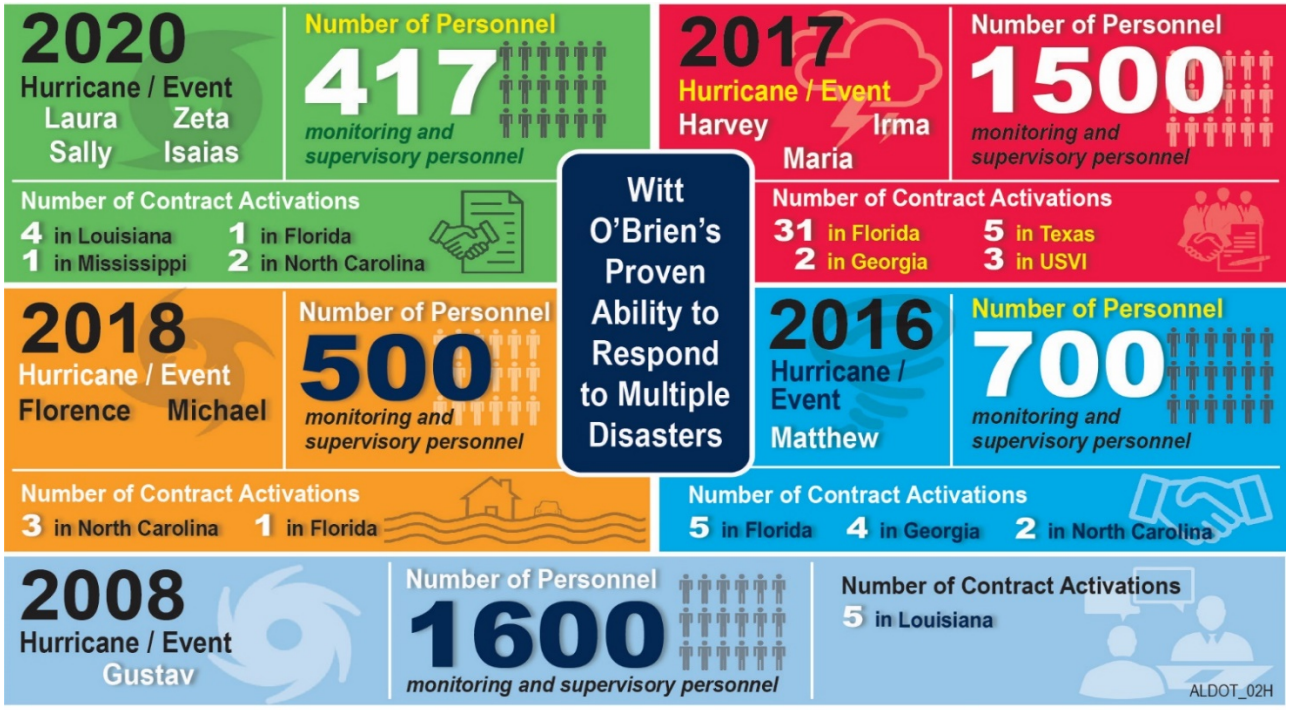
Witt O'Brien's Project Manager, Michelle Schroeder, and Regional Manager, Victoria Kelley, are located in Moss Point, which is 60 minutes from Bay Saint Louis. We also have several stand-by contracts in the general area, including Moss Point as well as New Orleans, Thibodaux, and Lafourche Parish in Louisiana. This proximity allows for efficiencies of scale in mobilization. For example, during Hurricane Zeta in 2020, Witt O'Brien's was able to kick-off the response operations at both Lafourche Parish and County of New Orleans within 24 hours and had fully operational teams at both sites within 24 – 48 hours.

Should a disaster result in multiple client activations, the Witt O'Brien's debris management practice leadership will work collaboratively to identify and deploy the total number of supervisory staff and monitors needed across all activations. Through our Program Management system, we can track staff locations, availability, and staffing needs in real time across locations. We have been successful in shifting resources ramping down in one area to meet the ramp up needs another.

Exhibit 13 demonstrates our extensive experience in recruiting, hiring, and training large numbers of personnel to more than one disaster location simultaneously:

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Exhibit 13: Witt O'Brien's Experience in Multiple Activations



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5. PRICING

Position	Per Hour RATE
Project Manager	$61.00
Operations Manager	$47.50
Field Supervisor	$36.00
Load Site Monitor	$33.00
Tower/DMS Monitor	$32.50
Data Manager	$43.00

Travel and Operational expenses will be billed to Hancock County at cost without mark-up.

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APPENDIX A: RESUMES

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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Charles Bryant is the Director of Disaster Debris Services with Witt O'Brien's and has more than 40 years of experience in emergency response services, including 15 years specifically in debris monitoring.

Charles has managed complex, large-scale debris management operations in Louisiana, Georgia, New York/New Jersey, and Texas. He is fully qualified in providing problem resolution assistance and coordination for FEMA Public Assistance (PA) Category A and B grant funding and liaising with state agencies for PA grant funding and project development. He served as technical advisor for FEMA eligibility determinations providing contractor oversight of debris management site and monitoring operations. His expertise also includes serving as debris technical advisor providing technical assistance for development of FEMA Project Worksheets (PWs) for Category A debris removal projects. Charles has also designed Homeland Security Exercise and Evaluation Program (HSEEP) exercises and provided instructional and educational services. Charles is one of only two preeminent, nationally recognized instructors of debris management at FEMA's national training center, the Emergency Management Institute (EMI).

Prior to leading debris monitoring operations at Witt O'Brien's, Charles owned and operated C. Bryant, Inc., an emergency management consulting firm, and worked under two FEMA Technical Assistance Contracts at Witt Associates and AECOM, respectively. He performed various contracted debris operations and planning, debris removal program development, project management, and FEMA public assistance services. He also served 25 years with the Sulphur Fire Department (SFD) in the city of Sulphur, Louisiana, and was the fire chief and emergency manager for 18 of those years.

Debris Monitoring Services, Hanover County and Wilmington, NC (2020)

Charles served as Project Principal for Witt O'Brien's debris monitoring operations in North Carolina resulting from Hurricane Isaias. Collectively, his teams monitored the removal of more than 400,000 CY of vegetative and C&D debris and 740 hazardous trees.

Debris Monitoring Services, Multiple Clients, LA (2020)

Charles served as Witt O'Brien's Project Principal for all debris monitoring operations in Louisiana resulting from Hurricane Zeta (Lafourche Parish and City of New

Charles Bryant
Project Principal



Year Joined Witt O'Brien's, LLC
2014 (Witt Associates since 2005)

Years of Experience at Other Organizations
30+ Years

Education
Louisiana State University, Eunice Associate Fire Science Degree Programs.

Licences/Certifications/Training
NIMS Advanced ICS Curricula Train the Trainer E449 – Certified Instructor
EMI E202 National Debris Management Planning – Certified Instructor
EMI National Debris Management – Trainer
FEMA Pilot Program Train the Trainer – Trainer
FEMA Intro to Emergency Management – Trainer
FEMA Liability Issues in Emergency Management – Trainer
National Fire Academy Fire Service, Financial Management & Planning – Trainer

Professional Experience
Witt O'Brien's (2014 – Present). Project Director.

AECOM (2007 – 2012). Technical Assistance Contractor (TAC).

Witt Associates (2005 – 2012), Technical Assistance Contractor.

FEMA National Emergency Management Institute (EMI) (2005 – 2008, 2010). Instructor.

C. Bryant Inc. (2003 - 2011). Owner/President.

City of Sulphur, LA (1978 – 2003). Fire Chief.

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Orleans) and Hurricane Laura (Natchitoches Parish and City of Ruston). Collectively, his teams monitored the removal of 153,382 CY of vegetative debris, 50,554 CY of C&D debris, and nearly 11,997 hazardous trees. Vegetative debris was burned in accordance with state regulations.

DEBRIS MONITORING SERVICES, MILTON, FL (2020)

Charles served as Witt O'Brien's Project Principal for debris monitoring operations in Milton resulting from Hurricane Sally. The team monitored the removal of more than 14,000 CY of vegetative debris and 235 hazardous trees.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, NC (2018-2019)

Charles served as Witt O'Brien's Project Principal for all North Carolina debris monitoring operations resulting from Hurricane Florence. Collectively, his teams monitored the removal of more than 2.5 million CY of vegetative and C&D debris and 18,000 hazardous trees. He also served as project manager for two concurrent client projects.

DEBRIS MONITORING SERVICES, WASHINGTON COUNTY, FL (2018-2019)

Charles served as Witt O'Brien's Regional Operations Manager for all Florida debris monitoring operations in Washington County due to Hurricane Michael. This involved monitoring the removal of removal of 1,963,689 CY vegetative and C&D debris and 54,495 hazardous trees.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, TX (2017-2018)

Charles served as Witt O'Brien's Regional Operations Manager for all debris monitoring operations in Texas resulting from Hurricane Harvey (DR 4332). He was project manager for 6 concurrent client projects including Village of Jones Creek, City of West Columbia, Waller County, Clear Brook Municipal Utility District, City of West University Place, and City of Port Arthur, TX. Collectively, he oversaw the monitoring of more than 750,000 CY of vegetative and C&D debris as well as household hazardous waste, e-waste, and white goods.

DEBRIS MONITORING SERVICES, CITY OF NEW ORLEANS, LA (2017)

Charles served as the Senior Project Manager for debris monitoring operations in New Orleans-East that resulted from the February 2017 tornado event. This event involved monitoring more than 55,000 CY of vegetative and C&D debris, as well as hazardous trees and household hazardous waste.

DEBRIS MONITORING SERVICES, LIVINGSTON PARISH, LA (2016)

Charles served as Technical Advisor, Logistics Support, and Operations Support for Livingston Parish following the Louisiana Flood Event of 2016 (DR 4277). This effort involved monitoring the removal of 850,019 CY of vegetative and C&D debris, 20,000 white goods, 338,000 lbs. of putrescible waste, 26,000 lbs. of e-waste, and 34,420 lbs. of hazardous waste.

DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2016)

In response to the Louisiana Severe Storms and Flooding Event of 2016 (DR 4263), Charles served as the State of Louisiana Public Assistance Debris Manager for Debris Operations, with the responsibility for overall coordination of debris operations for the State of Louisiana, serving as technical advisor for local applicants, and providing FEMA liaison support and problem resolution.

DEBRIS MONITORING SERVICES, COLUMBIA COUNTY, GA (2014)

Charles served as a debris technical advisor and provided technical assistance to Columbia County, Georgia, following the 2014 Severe Winter Storm (DR-4165). As Debris Technical Advisor, Charles

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provided technical assistance to the county for development of FEMA Project Worksheets for Category A debris removal. He also served as technical advisor for FEMA eligibility determinations, contractor oversight, debris management site operations, and monitoring operations.

DEBRIS MONITORING SERVICES, STATE OF NEW JERSEY (2012 – 2013).

After Superstorm Sandy, Charles served as a Subject Matter Expert (SME) to provide technical assistance for the New Jersey Governor's Office of Recovery and Rebuilding (GORR), providing planning and operational support for recovery operations. He worked with other recovery team personnel to identify recovery strategies as they relate to debris removal operations, and provided assistance in the development, management and establishment of operational strategies for wet debris removal for New Jersey Department of Environmental Protection.

DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2012)

Charles provided technical assistance and served as SME for debris operations for the State in response to Hurricane Isaac (DR 4080). He served as technical advisor to Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), providing planning and operational support for recovery operations. Charles also provided technical assistance and operational support and problem resolution to all local applicants for right-of-way debris removal, private property debris removal and private property demolition. He also provided problem resolution assistance and coordination for Public Assistance Category A and B grant funding and developed and reviewed project worksheets

DEBRIS REMOVAL EXERCISE, BALTIMORE METROPOLITAN COUNCIL, MARYLAND (2009)

As a FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Exercise Developer, Charles developed the first HSEEP-compliant exercise focused specifically on debris removal operations and coordination. This exercise was conducted for the Baltimore Metropolitan Council in 2009, which provides regional planning for the Baltimore, MD area, that includes Baltimore City, Baltimore County, Anne Arundel County, Howard County, and Harford County, MD.

DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2008 - 2009).

Under the Technical Assistance Contract, Charles served as Debris Manager for the State of Louisiana and coordinated debris operations across the state after Hurricanes Gustav and Ike (DR 1786 and 1791). He was responsible for coordinating and overseeing debris removal, identifying staffing and monitoring levels, establishing schedules and monitoring plans, developing Project Worksheets, and providing environmental and historical guidance.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, TEXAS (2008).

After Hurricanes Gustav and Ike, Charles served as Technical Assistance Coordinator and provided assistance to Houston and Galveston communities and Texas A&M to coordinate debris removal, Project Worksheet development, and management of historical and environmental guidance for all debris operations.

DEBRIS MONITORING SERVICES, STATE OF LOUISIANA (2005).

After Hurricanes Katrina and Rita (DR 1603 and 1607), Charles served as Louisiana's Debris Planning Manager under the TAC contract. He oversaw structural demolition activities and private property debris removal (PPDR), coordination, and development of planning strategies and operational objectives related to debris removal, with liaison support to all federal, state, and local partners after Hurricanes Katrina and Rita. He later served as the State of Louisiana Deputy Debris Manager for Debris Operations, with the responsibility for overall coordination of debris operations for the State of

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

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Louisiana to include coordination of debris removal, identifying staffing and monitoring levels, establish monitoring operations plan, project worksheet development and management and environmental and historical guidance for all debris operations and project oversight.

PROFESSIONAL AFFILIATIONS.

Louisiana State Emergency Response Commission, appointed by Governor Mike Foster in 1998 - 2005.

Southwest Louisiana Mutual Aid Association, Past President and lifetime member

Calcasieu Parish Local Emergency Planning Committee

Calcasieu Community Awareness and Emergency Response Group

Southwest Louisiana Fire Chiefs Association

Louisiana Fire Chiefs Association, Lifetime Member

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Victoria has nearly 15 years of professional experience, with 7 years of direct disaster recovery experience. She provides division oversight for all Witt O'Brien's debris removal monitoring projects in response to major disasters.

Victoria has served in multiple roles in debris removal monitoring projects. She currently serves as a Debris Regional Manager and the practice's Debris Team Administrator, where she excels in project start up and coordinating operations between our clients, the contractors, and Witt O'Brien's staff. She has acted as a liaison between multiple government agencies involved in FEMA reimbursements. Victoria has developed and documented the policies used by the current Witt O'Brien's debris teams during deployments and has spent countless hours training and mentoring our qualified staff. Victoria has also served as Project Manager, Operations Manager, and Field Scheduler for large-scale debris monitoring operations. Prior to joining Witt O'Brien's, Victoria had seven years of professional experience in the fields of law enforcement and education.

VICTORIA KELLEY
REGIONAL MANAGER, DEBRIS



YEAR JOINED WITT O'BRIEN'S, LLC
2014

YEARS OF EXPERIENCE AT OTHER ORGANIZATIONS
7

EDUCATION
University of Mississippi
Alternate Teaching Certification,

University of Mississippi
BS, Criminal Justice

LICENCES/CERTIFICATIONS/TRAINING
FEMA: IS-015.a, IS-100.Lea, IS-200.a, IS-240, IS-300, IS-400, IS-700.a, IS-800.c

24hr HAZWOPER

DEBRIS TEAM ADMINISTRATOR (2018 – PRESENT)
As the Witt O'Brien's Debris Monitoring Team Administrator, Victoria coordinates the projects across five Regional Managers who support activations within their assigned regional area. In this capacity, she schedules and leads project activations, manages project costs, and oversees quality assurance and control. She has conducted more than 20 project start-ups and coordinated more than 80 debris monitoring contracts, totaling nearly 5 million CY of vegetative and C&D debris. As Administrator, she has also developed and documented the policies used by the current Witt O'Brien's debris teams during deployments, including creating a Project Management Framework used by the team supervisors and managers.

DEBRIS MONITORING OPERATIONS MANAGER, MOREHEAD CITY, NORTH CAROLINA (2020)
Victoria served as the Operations Manager for a specialized debris removal monitoring operations that resulted from Hurricane Florence in 2018. The team managed the identification, removal, and disposal of hazardous limbs, hazardous trees, and hazardous stumps from 2 historical cemeteries, which required coordination with archeological specialists to ensure compliance with environmental and historic preservation requirements.

DEBRIS MONITORING OPERATIONS MANAGER, CITY OF NEW ORLEANS, LOUISIANA (2020)
Victoria served as the Operations Manager for debris removal monitoring operations following Hurricane Zeta. The team monitored the removal of 99,958 CY of vegetative and C&D debris and 4,550 hazardous trees.

DEBRIS MONITORING PROJECT MANAGER, MOSS POINT, MISSISSIPPI (2020)
Victoria managed Witt O'Brien's debris monitoring for the City of Moss Point following Hurricane Zeta. She was responsible for monitoring the removal of 9,073 CY of vegetative and C&D debris.

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

WITT O'BRIEN'S
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DEBRIS MONITORING OPERATIONS MANAGER, FLORIDA DEPARTMENT OF TRANSPORTATION (2018)

Victoria served as the Operations Manager for debris removal monitoring operations following Hurricane Michael, in Washington County, FL. The Witt O'Brien's team monitored the removal of 1,478,553 CY of vegetative debris; 24,720 CY of C&D debris; 453,835 CY of mulch; and 54,595 hazardous trees.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, NORTH CAROLINA (2018)

Following Hurricane Florence, Victoria served as ADMS Specialist and Project Coordinator for debris removal monitoring projects for the City of Wilmington and New Hanover County, respectively. Witt O'Brien's monitored the collection of 2.5 million CY of storm-related debris.

DEBRIS MONITORING SERVICES, US VIRGIN ISLANDS (2018)

Victoria worked in the US Virgin Islands as the Operations Coordinator for debris removal monitoring for the island of St. Croix. She managed the removal of $8.8 million worth of USVI WAPA (Water and Power Authority) debris generated by Hurricanes Irma & Maria.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, GEORGIA (2017)

Victoria served as Project Manager for debris removal monitoring operations for Glynn County and the City of Brunswick, GA following Hurricane Irma. Witt O'Brien's monitored the collection of 685,560 CY of storm-related debris.

DEBRIS MONITORING SERVICES, VARIOUS CLIENTS, TEXAS (2017)

Following Hurricane Harvey, Victoria managed debris removal monitoring operations on multiple projects for the City of Port Arthur, West University Place, Waller County, & Village of Jones Creek. Witt O'Brien's monitored the collection of 757,00 CY of storm-related debris.

DEBRIS MONITORING SERVICES, LIVINGSTON PARISH, LOUISIANA (2016)

Victoria served as Operations Manager for monitoring the debris removal efforts in Livingston Parish, LA, in response to catastrophic flooding that generated over 850,000 CY of debris. In this role, she coordinated the right of entry (ROE) efforts for thousands of Parish residents.

DEBRIS MONITORING SERVICES, CITY OF AUGUSTA, GEORGIA (2014)

Victoria served as the Field Supervisor & Scheduler/Expediter in the overall debris monitoring operations for the City of Augusta during recovery efforts after severe winter storm EM-3368 in February 2014. Witt O'Brien's monitored the collection of 635,329 CY of storm-related debris.

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Michelle has 15 years of experience in disaster management with focus on debris monitoring and FEMA public assistance cost recovery.

Michelle has supported multiple jurisdictions throughout the state of Mississippi, helping her clients obtain maximum reimbursement of FEMA recovery grants. She is a Professional Certified Project Manager and Certified Group Coach, and has successfully led, trained, and coached teams of professionals in disaster recovery operations, both debris monitoring and cost recovery. Throughout her engagements, she has identified and resolved program/policy issues, and evaluated program effectiveness and made recommendations, and coordinated with senior agency officials. She worked directly for FEMA for 8 years in support of the PA program focusing on Hurricane Katrina in Mississippi.

Debris Specialist, Multiple Clients, MS (October 2020 - February 2021)

While employed by Tetra Tech, Michelle served as Debris Specialist for monitoring operations in the cities of Gulfport and Diamondhead and Hancock County following Hurricane Zeta. She trained collection site monitors, implemented quality assurance and quality control programs in the field, and ensured the project safety policies & guidelines were followed. She verified eligibility of debris and ensured that photographic documentation and all documentation was accurate, precise, clear, and eligible. She conducted incident reports and maintained daily field reports. She developed an efficient integrated process and database to perform final pass inspections and compile documentation forthe client and contractor to ensure successful project completion.

Michelle Schroeder
Project Manager



Year Joined Witt O'Brien's, LLC
2021

Years of Experience At Other Organizations
15 Years

Education
M.S., Human Resources Organization Development, American Intercontinental University

Licences/Certifications/Training
Professional Certified Project Manager
Certified Fire Fighter I – Mississippi State Fire Academy
FEMA IS 100, 200, 700, 700, 800, 292, 546, 547.
OSHA HAZWOPER, Asbestos training, Counterbalance Forklift and Operations
DHS WMD 006, WMD PER303
FEMA PA Operations I & II; Project Worksheets; Hazard Mitigation
National Fire Academy: Rapid Intervention Team
MS State Fire Academy: Aerial Operations, Structural Fire Attack
CPR, AED, EMT Basic

Closeout Technical Specialist for Mississippi Hurricane Katrina, FEMA (July 2009 - July 2014)

As the lead for the Hurricane Katrina PA Closeout Department in Mississippi, Michelle resolved, implemented, and managed program or policy issues. She monitored and evaluated the implementation and delivery of the PA Closeout Program; made programmatic improvements to improve performance and productivity; identified complex PA program issues or problems; and made recommendations for and implemented resolutions and improvements. She reviewed communication plans and determined the most effective means of disseminating information to the concerned organizations or individuals. She coordinated work schedules and assigned projects. She coached, trained and assisted with the development of the Closeout Specialists. She conducted reviews of assigned projects and approved closeouts.

Project Manager Consultant for Mississippi Hurricane Katrina, FEMA (February 2009 - July 2009)

In support of the recovery effort in Pearl County, MS, Michelle developed, implemented, and managed a program to monitor and track progress of project in the field. She conducted assessments and inspections to ensure work performed was complete and within the guidelines and laws of the FEMA PA program, and

addressed and resolved conflicts or concerns of field personnel and clients. She compiled all documentation for grant reimbursement submission and finalized it for submission.

Quality Control/Quality Assurance Specialist for Mississippi Hurricane Katrina, FEMA (October 2006 – February 2009)

As QC/QA Specialist for the FEMA PA program in Mississippi, Michelle performed quality reviews of project worksheets and worked closely with other QA/QC specialists and policy advisors, project officers, public assistance coordinators, and technical experts. She spent time as part of the Policy Advisory Team and addressed applicant appeals and congressional issues. She developed new materials to communicate about FEMA's PA program, including documents, fact sheets and other correspondence for various inquiries and various audiences. She made eligibility determinations based on existing approved policy and relevant program guidance. She used Cost Estimating Formats to develop accurate cost estimates and conducted Applicant Close-Out reviews applying the 44 CFR, FEMA, State and Local Guidelines, addressing eligibility, reasonable costs, etc.

Debris Project Manager for Mississippi Hurricane Katrina, FEMA (March 2006 - October 2006)

As Debris Department Project Manager for the FEMA PA recovery of Hurricane Katrina in Mississippi, Michelle was responsible for establishing and initiating program procedures and guidelines for projects and assignments based on the PA Program. She coordinated administrative staff, project officers, and field specialist assignments; monitored department program progress; and maintained case management files and analyzed and validated data. She served as advisor and representative of the PA program to applicants and department personnel. She conducted desk audits, field validations, and pre-validation for all current and future projects. She coached and trained project officers and debris specialist development on project worksheets, validation worksheets, applicant assistance, etc. in the close out and long term recovery process. In this capacity, she worked closely with Enforcement Agencies: Office of Inspector General, FBI, Katrina Fraud Task Force, State Auditor's Office, US District Attorney's Office.

Project Field Coordinator, Mississippi Hurricane Katrina (September 2005 - March 2006)

As Debris Project Field Coordinator after Hurricane Katrina in Mississippi, Michelle oversaw and coordinated the daily activities of debris monitors and served as primary point of contact between field personnel, FEMA, Contractor and/or Monitoring Firm. Using her knowledge of FEMA PA program, she assisted with eligibility decisions, resolved conflicts in the field, and identified projects that required environmental and or historical preservation review. She developed, implemented, and managed a program to monitor and track progress of project in the field, addressing conflicts that arose. She conducted assessments and inspections to ensure work performed was complete and within the guidelines and laws of the FEMA public assistance program.

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

WITT O'BRIEN'S
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Chris Denney has 15 years of experience in emergency management, project management, disaster response, and data management and he is thoroughly trained in disaster debris monitoring processes, procedures, and best practices.

Chris began his debris management career during the recovery efforts following Hurricane Katrina in 2005 for St. Tammany Parish, Louisiana, and he now serves as a full-time Regional Manager and Senior Debris Specialist for Witt O'Brien's. He has provided technical assistance and financial reconciliation on multiple large-scale responses with the responsibility of mobilizing and tracking hundreds of monitors and pieces of debris removal equipment. As a project manager, he has managed the removal of more than 6 million cubic yards (CY) of disaster-related debris. He has managed the removal and documentation of hazardous trees and limbs on nearly 20 individual projects for local governments amounting to more than 150,000 hazardous trees, limbs, and stumps removed, documented, and funding secured. Chris is also experienced in hazardous material removal, waterway debris removal operations, and collection and processing of Right-of-Entry (ROE) for private property removal operations.

Chris has worked directly with FEMA, US Coast Guard, EPA, state emergency management agencies, state transportation agencies, state departments of environmental protection, and various local agencies as well as county and municipality lawyers to ensure all stakeholders' policies, ordinances, laws, and scope of works are being followed during debris removal action plans as well as the cost recovery process.

CHRIS DENNEY
OPERATIONS MANAGER



YEAR JOINED WITT O'BRIEN'S, LLC
2012

YEARS OF EXPERIENCE WITH OTHER FIRMS
7 Years

LICENCES/CERTIFICATIONS/TRAINING
OSHA-30 Construction Safety

First-Aid and CPR

FEMA: IS-100, IS-200, ICS-300, ICS-400, IS-632.a, IS 633, IS 634, IS-700, IS-800

US Coast Guard (USCG) Documentation Unit Leader, Level 3

OSHA 24-Hour HAZWOPER

DEBRIS MONITORING PROJECT MANAGER, MILTON, FLORIDA (2020)
Chris served as the Project Manager for debris monitoring efforts in Milton, FL, after Hurricane Sally rapidly intensified and devastated the local community on September 14, 2020. He guided the city through Florida Department of Environmental Protection's (FDEP) requirements for emergency permitting of a temporary debris management site, performed accurate preliminary damage assessments for the city's debris quantities, managed the debris removal contractors by establishing route schedules and daily equipment needs. He was responsible for updating the Mayor and chairpersons at City Council meetings. He managed the removal of nearly 300 hazardous trees in less than 3 days and removal and reduction of more than 13,000 CY of debris in just 3 weeks.

DEBRIS MONITORING PROJECT MANAGER, WASHINGTON COUNTY, FLORIDA (2018 - 2019)
Chris served as the Project Manager for debris monitoring efforts in Washington County, FL after Hurricane Michael, a Category 5 storm, devastated the local community. He managed the response of over 120 pieces of removal equipment and a staff of over 170 debris monitoring specialists at its peak. His leadership ensured effective and efficient monitoring of more than 1.9 million CY of debris and over 50,000 hazardous trees removed from right-of-way (ROW), parks, private roads, and gated communities and reimbursement of more than $13 million in federal reimbursements.

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

DEBRIS MONITORING DATA MANAGER, NEW HANOVER COUNTY, NORTH CAROLINA (2018)
After Hurricane Florence, Chris served as the Senior Data Manager for debris monitoring efforts in New Hanover County, North Carolina tracking ticket entry, controlling data integrity, invoice submissions, and the payment recommendations of hauling contractor invoices. The Witt O'Brien's team monitored the removal of 1,603,716 CY of vegetative, C&D, and mulch debris and 7,690 hazardous trees, limbs, and stumps.

DEBRIS MONITORING PROJECT MANAGER, SANFORD AND ORANGE COUNTY, FLORIDA (2016-2017)
Following Hurricanes Irma and Maria, Chris served as a Project Manager for debris monitoring efforts across the City of Sanford and Orange County in central Florida, monitoring the removal of 127,188 CY of vegetative and C&D debris and more than 300 hazardous trees, limbs, and stumps.

DEBRIS MONITORING DATA MANAGER, MULTIPLE CLIENTS, FL (2016)
Chris served as Data Manager on the Witt O'Brien's debris monitoring operations in response and reporting team for the recovery efforts from Hurricanes Hermine and Matthew that impacted the Southeast in 2016 resulting in the reimbursement of over $38 million.

DEBRIS MONITORING OPERATIONS AND DATA MANAGER, SAVANNAH, GA (2016)
Chris served as Data Manager and Operations Manager for the Witt O'Brien's debris monitoring operations in Savannah, GA following Hurricane Matthew. The team monitored the removal of 582,310 CY of vegetative and C&D debris and 27,851 hazardous trees, limbs, and stumps. He developed a process for collecting documentation in the appropriate formats to be uploaded into the web portal to ensure efficient cost recovery for our clients under FEMA's Public Assistance Policy. For Savannah, he also worked with FEMA to approve a scope of work for a waterway debris removal operation and managed the removal of more than 40,000 CY of debris from city-maintained canals, ditches, and retention ponds while simultaneously continuing the ROW, park, cemetery, and golf course debris removal operations. In addition, he managed a small-scale ROE program to remove city-responsible hazards that threatened improved property.

DEBRIS MONITORING DATA MANAGER, LIVINGSTON PARISH, LOUISIANA (2016-2017)
Chris served as the Data Manager for debris recovery efforts from the Louisiana Flood of 2016. His responsibilities included reconciliation of the removal of more than 800,000 CY of approved debris, including white goods and HHW, valued at more than $11 million in removal costs. He also collected and processed more than 2,000 ROE/ Hold Harmless Agreements and worked with Louisiana and FEMA to develop a scope for an "Expanded Right of Way" that granted us an additional 10 feet beyond the ROW to collect flood related debris.

DEBRIS MONITORING DATA MANAGER, LIVINGSTON PARISH, LOUISIANA (2015)
Chris served as Data Manager for a grant-funded waterway debris removal project in Livingston Parish as a result of Hurricane Isaac (2012). He worked with the Natural Resources Conservation Services (NRCS) to develop a scope of work to manage removal of 8,000 CY of debris along 96 miles of Parish maintained navigable rivers, including the recovery, documentation and salvage of vessels. The work was completed under budget and 2 weeks ahead of the 8-week deadline.

OIL SPILL RESPONSE, PLAINS ALL-AMERICAN PIPELINE (2015)
Chris supported the USCG LA/LB Sector Captain with electronic documentation retention for the USCG Legal team following the Refugio Oil Spill from a transport pipeline owned by Plains All-American

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PART OF THE SEACOR FAMILY

Pipeline. The pipeline ruptured on-shore and spilled more than 100,000 gallons of crude oil onto the beach of El Capitan State Park and into the Pacific Ocean.

DEBRIS MONITORING DATA MANAGER, COLUMBIA COUNTY, GEORGIA (2014)
As a Data Manager, Chris monitored debris removal and cleanup following winter storms that crippled the area. He implemented handheld ticketing for debris removal and managed ticket and volume data of more than 70,000 tickets and nearly 600,000 CY of vegetative debris.

DEBRIS MONITORING OPERATIONS, ST. BERNARD PARISH, LA (2012)
Following Hurricane Isaac, Chris served as Field Supervisor and then Operations Manager, implementing a Private Property Debris Removal program. Chris was responsible for collecting ROE/ Hold Harmless Agreements from property owners, creating property assessments for each of the more than 400 collected ROEs, assigning removal equipment to properties, and ensuring that the work was completed.

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

WITT O'BRIEN'S
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Curt has more than 15 years of professional experience, including 8 years supporting and managing debris removal monitoring projects in response to major disasters.

Curt has served as Project Manager and Subject Matter Expert for debris removal monitoring projects following Hurricanes 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 cubic yards (CY) of various types of debris, including vegetative, C&D, hazardous trees, and white goods. He is experienced in Private Property Debris Removal (PPDR) and the process of obtaining Rights of Entry (ROEs). He has also managed debris removal operations in sites requiring coordination and compliance with environmental and historical preservation requirements. Prior to joining Witt O'Brien's, Curt proudly served in the US Coast Guard.

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

Curt was the Project Manager for debris removal operations following Hurricane Isaias, for which he managed the removal of 173,344 CY of vegetative debris, 643 CY of C&D debris, 743 hazardous trees, limbs, & stumps, and 44,378 CY of mulch.

CURT JOHNSON
FIELD SUPERVISOR



YEAR JOINED WITT O'BRIEN'S
2012

YEARS OF EXPERIENCE AT OTHER ORGANIZATIONS
10

LICENCES/CERTIFICATIONS/TRAINING
FEMA IS-100.c, FEMA IS-101.c, FEMA IS-102.c, FEMA IS-200.c, FEMA IS-230.d, FEMA IS-235.c, FEMA IS-632.a, FEMA IS-700.b, FEMA IS-800.c

Certified Hazard Analysis and Critical Control Points (HACCP) Manager

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

Curt served as the Project Manager for a specialized debris removal operation in Morehead City, NC, as a result of Hurricane Florence. He managed the identification, removal, and disposal of hazardous limbs, hazardous trees, and hazardous stumps from 2 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 was the 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 7500 hazardous trees.

DEBRIS MONITORING MANAGEMENT, US VIRGIN ISLANDS (2017 – 2018)

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

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

DEBRIS MONITORING MANAGEMENT, MULTIPLE CLIENTS, FLORIDA (2017)

Following Hurricane Irma (2017), 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, FL. Total amounts monitored 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 Ft. Lauderdale, FL, which handled the data reconciliation process for 17 individual municipalities.

DEBRIS MONITORING MANAGEMENT, LIVINGSTON PARISH, LA (2016)

Curt served as Operations Manager and assistant Project Manager for the debris removal operations for Livingston Parish, LA, 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 household hazardous waste, e-waste, white goods, and refrigerant. During this activation, Curt oversaw the execution of over 2,000 ROEs and the subsequent Private Property Debris Removal (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, FL and Ponce Inlet, FL following Hurricane Matthew (2016). He managed the removal of nearly 275,000 cubic yards of vegetative and C&D debris and 2800 hazardous trees.

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

Curt served as the Operations Manager and Project Manager for the debris removal operations for Tallahassee and Leon County, FL, following Hurricane Hermine.

DEBRIS MONITORING & CLEAN-UP, SANTA BARBARA, CALIFORNIA (2015)

Curt was a Division Supervisor for Witt O'Brien's, overseeing all oil cleanup efforts by contractors for the Plains All American Pipeline spill in Santa Barbara, California.

DEBRIS MONITORING MANAGEMENT, NEW HANOVER COUNTY, NORTH CAROLINA (2014)

Following the severe winter storms of 2014, Curt managed the debris removal effort in New Hanover County, North Carolina, overseeing debris removal operations of more than 125,000 CY of vegetative debris and 1000 hazardous trees.

DEBRIS MONITORING MANAGEMENT, BOROUGH OF UNION BEACH, NEW JERSEY (2012 – 2013)

Following Superstorm Sandy (2012), Curt served as assistant project manager in the overall debris monitoring operations for the Borough of Union Beach, New Jersey, which involved nearly 7,000 CY of C&D debris.

DEBRIS MONITORING MANAGEMENT, ST. BERNARD PARISH, LOUISIANA (2012)

Curt served as Assistant Project Manager responsible for the debris monitoring operations for St. Bernard Parish, Louisiana in the recovery from Hurricane Isaac.

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Valerie Kelley has more than 10 years of management experience, including 3 years in the management of disaster recovery and debris monitoring.

Valerie has a working knowledge of eligibility guidelines for FEMA debris regulations and funding programs. Valerie has both managed and been a part of management teams monitoring the successful removal of three million cubic yards (CY) of storm-related debris, including vegetative and construction and demolition (C&D) debris, and hazardous trees.

She is experienced in debris removal not only from public Right of Way (ROW) but also Private Property Debris Removal (PPDR), private roads, commercial property, and state roads. She has managed operations for debris monitoring projects following Hurricanes Florence, Isaias, Laura, and Zeta for multiple clients. Valerie has experience dealing with state and federal agencies to ensure all requirements are met for reimbursement.

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 & management (over 12 million in funding), training law enforcement officers, and acting as a liaison with other agencies. Valerie was recognized for exemplary service.

VALERIE KELLEY
FIELD SUPERVISOR



YEAR JOINED WITT O'BRIEN'S, LLC
2018

YEARS OF EXPERIENCE WITH OTHER ORGANIZATIONS
15 Years

LICENCES/CERTIFICATIONS/TRAINING
IS-632.a; IS-100.le; IS-200.a; IS-700.b; IS-800.b;

PROFESSIONAL EXPERIENCE

Jackson County Sheriff's Office (2003 – 2013), Sergeant

Jackson County School District (1999 – 2003), Special Education

OPERATIONS MANAGER, DEBRIS MONITORING MANAGEMENT, RUSTON, LA (2020)

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

OPERATIONS MANAGER, DEBRIS MONITORING MANAGEMENT, LAFOURCHE PARISH, LA (2020-2021)

Valerie served as the Operations Manager for debris removal monitoring operations for public right of way (ROW) in Lafourche Parish following Hurricane Zeta. Valerie managed the removal of 67,468 CY of vegetation and C&D debris. She oversaw the final disposal of vegetive debris, which was burned in accordance with state regulations and haul-out of C&D debris to landfill for final disposal. Valerie provided the 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 MANAGEMENT, NATCHITOCHES PARISH, LA (2020)

Valerie served as a 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 MANAGEMENT, NEW HANOVER COUNTY, NC (2020)

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WITT O'BRIEN'S
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Valerie was a Field Supervisor & Scheduler/Expediter for debris removal 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, & stumps, and 44,378 CY of mulch.

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

Valerie was a Field Supervisor & Scheduler/Expediter for debris removal 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 7500 hazardous trees.

DEBRIS MONITORING MANAGEMENT, CITY OF WILMINGTON, NC (2018)

Valerie served as a Field Supervisor 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. She managed 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 Right of Entry (ROEs) for all Private Property Debris Removal (PPDR). She was responsible for managing a team of nearly 100 monitors.

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WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

Renee Necaise Malone has more than 15 years of professional experience in emergency management, including 5 years in debris monitoring.

Renee has served as a field supervisor for ten Witt O'Brien's debris monitoring projects in Louisiana, North Carolina, Texas, Georgia, and the US Virgin Islands, helping to oversee more than 3 million cubic yards (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, private property debris removal, white goods, e-waste, and household hazardous waste. 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 an applicant position program specialist in various locations following Hurricane Katrina. In 2005, she supported Katrina recovery providing data entry office support for temporary housing.

RENEE MALONE
FIELD SUPERVISOR



YEAR JOINED WITT O'BRIEN'S, LLC
2016

YEARS OF EXPERIENCE WITH OTHER ORGANIZATIONS
10

LICENCES/CERTIFICATIONS/TRAINING
IS-015.a; IS-632.a; IS-100.c; IS-200; IS-292; IS-340; IS-546; IS-547; IS-650; IS-700.b; IS-702; IS-703; IS-800.c; IS-800.b; IS-101; IS-007

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 FIELD SUPERVISOR, NEW HANOVER COUNTY, NORTH CAROLINA (2020)
Renee served as a debris monitoring 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, LA (2020)
Renee served as the Field Supervisor for Witt O'Brien's debris removal operations in the City of Ruston, LA following Hurricane Laura, overseeing the removal of approximately 15,078 CY of debris.

DEBRIS MONITORING FIELD SUPERVISOR, LAFOURCHE PARISH, LA (2020)
Following Hurricane Zeta, Renee served as a field supervisor for debris removal monitoring operations for public right of way (ROW) in Lafourche Parish. The team managed the removal of 67,468 CY of vegetation and C&D debris.

DEBRIS MONITORING FIELD SUPERVISOR, CITY OF WILMINGTON, NC (2018)
Renee served as field supervisor for debris removal operations in the City of Wilmington following Hurricane Florence. The team monitored the removal of removal of 896,462 CY of vegetative and C&D debris and 9,859 hazardous trees.

DEBRIS MONITORING FIELD SUPERVISOR, US VIRGIN ISLANDS (2018)
In support of Witt O'Brien's disaster recovery operations in the US Virgin Islands after Hurricanes Irma and Maria, Renee was a Field Supervisor to USVI WAPA (United States Virgin Islands Water and

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

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 a Field Supervisor for Glynn County and the City of Brunswick during the debris removal operations following Hurricane Irma. The team monitored the successful removal of approximately 685,000 CY of vegetation and C&D and more than 10,000 hazardous trees, as well as the reduction of mulch. Glynn County also required Private Property Debris Removal (PPDR) and private roads, which involved verification of Right of Entry (ROEs).

Debris Monitoring Field Supervisor, Various Clients, Texas (2017)

Renee served as a 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, TX, and Port Arthur, TX. Debris types included C&D debris, white goods, and e-waste. Port Arthur, TX and West University Place, TX also involved monitoring and disposal of household hazardous waste.

Debris Monitoring Operations, Livingston Parish, LA (2016)

Renee supported Witt O'Brien's monitoring of debris removal operations for Livingston Parish, LA, 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 household hazardous waste, 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 Tornado following the 2016 tornado. The team monitored the removal of 57,172 CY of vegetative and C&D debris; 594 pounds of HHW; and 209 hazardous trees.

Applicant Assistant Program Specialist (FEMA), Harrison County, MS (2006 - 2012)

Renee supported the initial setup of recovery centers after Hurricane Katrina. She also aided applicants with the process to file for federal assistance, processed and submitted registration documents and supported data entry through the FEMA data base. Issued and tracked work orders from open to close.

Office Administrator, Kelly Services (Disaster Temporary Housing Program), Harrison County, MS (2005)

Renee supported the operations of ordering, placing, and removing temporary FEMA housing after Hurricane Katrina. She also processed all work orders, assisted applicants, and maintained the temporary housing data base.

Attachment: Hancock MS Debris Monitoring - Witt OBriens (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris removal)

WITT O'BRIEN'S
PART OF THE SEACOR FAMILY

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wittobriens.com

Professional Engineering/Monitoring Services for Storm Debris Removal

Hancock County, Mississippi | September 2, 2021



TETRA TECH

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Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

September 2, 2021

Electronic Submission

Subject: Professional Engineering/Monitoring Services for Storm Debris Removal in Hancock County, Mississippi

Dear Members of the Evaluation Committee,

Tetra Tech, Inc., in association with Covington Civil and Environmental (Covington), collectively the "Tetra Tech Team", is honored for the opportunity to submit the enclosed qualifications package to provide disaster debris monitoring services to the Hancock County (County) in response to the damages caused by Hurricane Ida. The Tetra Tech Team provides the County with a unique combination of national expertise in disaster debris management, along with local knowledge and experience of the County and its right of ways, parks, and neighborhoods. Moreover, the Tetra Tech Team is ideally suited to assist the County with this important recovery effort for the following reasons:

- **Recent Local Knowledge and Experience Working with the County.** Tetra Tech provided debris monitoring services to the several communities in Hancock and Harrison Counties following Hurricane Katrina in 2005. Many of our staff remain the same as those that helped to lead recovery efforts in 2005. Covington is a local firm with local employees. Following Hurricane Katrina, Covington team member Shane Monroe was integrated and stationed at the Hancock County Board of Supervisors complex in order to assist and facilitate all meetings with Mississippi Emergency Management Agency (MEMA) and Federal Emergency Management Agency (FEMA) and relevant stakeholders. The Tetra Tech Team provided disaster debris monitoring services throughout Hancock County following Hurricane Zeta that impacted the area in November 2020. **Our team was mobilized within just three days of a notice-to-proceed. In total, the Tetra Tech team monitored the removal of 64,500 cubic yards of debris throughout the County.** Given our recent experience and relationship with County officials, we will be able to begin operations with no learning curve. We are committed to using local labor. Tetra Tech utilized the local labor force during our Hurricane Zeta response, and have a database of local field staff to reach out to, upon award.
- **Nationally Recognized Leader in Disaster Recovery.** Our team has successfully assisted **over 300 local and state government clients across the nation** with planning for and recovering from natural and human-caused disasters. Our team has overseen and managed the recovery of **over 140 million cubic yards (CYs) of debris**, resulting in excess of **$6 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for many clients affected by our nation's most catastrophic natural disasters.
- **Comprehensive Coastal Disaster Recovery Capabilities.** Tetra Tech understands the unique damages and challenges that coastal communities may face following a disaster event. Tetra Tech has experience providing services such as: beach restoration, private property debris removal, sand recovery, berm construction, and other specialty services to our clients throughout the Southeastern U.S. Tetra Tech has provided waterways debris and vessel removal support for a variety of coastal communities in following Hurricanes Katrina, Gustav, Ike, Wilma, Sandy, Matthew, Irma and Michael. **Additionally, following Hurricane Katrina and the Deep Water Horizon oil spill, our team assisted Louisiana and Mississippi Gulf Coast for post-event restoration projects. Our team also assisted Escambia County and the Santa Rosa Island Authority with sand removal and beach remediation monitoring on Perdido Key and Pensacola Beach.** This included the scraping and screening of the entire public area of Pensacola Beach in 2005.
- **Automated Debris Management System (ADMS) Technology.** Tetra Tech's RecoveryTrac™ ADMS allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. RecoveryTrac™ will give the County real-time debris collection tracking that provides accurate and timely reporting to County stakeholders. Additionally, due to Tetra Tech's recent response to Hurricane Zeta, Hancock County's grid has already been uploaded to our ADMS system. **RecoveryTrac™ is one of only three systems validated by the USACE and is the ADMS preferred by the USACE debris contractors.** The specifications set forth by the USACE are designed to support the largest and most devastating disasters. In fact, **Tetra Tech's USACE response to the California wildfires is the largest ADMS activation in U.S. history.**

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

The Tetra Tech team would be honored to serve as the County's disaster debris monitoring services firm. We are fully prepared to provide the high-quality service the County expects. For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am able to contractually bind the firm.

Technical representative:
Mr. Simon Carlyle
101 Teal St., St. Rose, LA 70087
Phone: 407-803-2525 | Fax: 321-441-8501
simon.carlyle@tetratech.com

Contractual representative:
Ms. Marina Armanious
2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 321-441-8511 | Fax: 321-441-8501
TDR.contracts@tetratech.com

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

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Appendix A

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1. Knowledge and Experience Providing Services Related to Federal Grant Projects and Compliance with Public Policy

Description and History of the Firm

Tetra Tech has a proven approach that allows us to respond to debris-generating events across the nation while fully complying with applicable guidance. Tetra Tech confirms that all work will be conducted in accordance with the State of Mississippi Comprehensive Emergency Management Plan, FEMA's Debris Management Guide, and FEMA's Public Assistance Program and Policy Guide (PAPPG).

The Tetra Tech team has provided emergency management and disaster recovery services throughout the State of Mississippi for almost two decades. Our staff is well versed in state and federal standards and requirements for disaster recovery programs. In addition to our extensive cadre of debris management experts, Tetra Tech also retains a deep bench of emergency management experts who have worked with the State and municipalities to develop emergency preparedness plans and standard operating procedures. Our team understands the local, state, and federal guidance, requirements, and expectations needed to successfully execute a debris management program for the County.

Our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. **Our team has obtained over $6 billion in reimbursement funds for our clients** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over **140 million cubic yards (CYs) of debris** as well as the **demolition of over 12,500 uninhabitable residential and commercial structures.**

We have the expertise, resources, and experience needed to mobilize a swift, compliant, and cost-effective response to any disaster the County may encounter. Additional information regarding our disaster recovery experience and knowledge of FEMA requirements is demonstrated in the remainder of the proposal.

Within our proposal, we demonstrate that:

- We are duly qualified to perform the scope of work outlined in Hancock County's request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster debris monitoring in Hancock County.
- We are committed to providing the County with skilled resources within the time frames specified by the County as evidenced by our recent disaster debris monitoring project in Hancock County. Tetra Tech has an excellent record of responding with in, and oftentimes before, required timelines.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including over 30 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within the County.
- The backbone of our disaster debris recovery program is our senior management team's foundation in the solid waste industry. For 20+ years, Mr. Jonathan Burgiel, a 35+-year industry veteran, has worked with a team of highly skilled professionals to design and develop a proven approach that has been battle-tested and refined over 88 activations across the United States.
- As a global engineering firm with $3+ billion in annual revenues, we have the financial resources and cash flow to support a large, long-term recovery effort.
- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the City.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Tetra Tech has been activated for 88 disasters, including:



Covington Environmental – Teaming Partner

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Covington Civil & Environmental, LLC is a local multi-disciplinary civil engineering and environmental consulting and program management firm headquartered in the City of Gulfport. Covington enjoys a rich history of more than 28 years of serving our clients with honesty, integrity, and professionalism. We pride ourselves on providing superior technical services coupled with local knowledge of our community's needs and understanding of our community's issues. Our extensive local presence, along with the experience and professionalism of our personnel, provide our clients with the peace of mind in knowing the Covington Team will respond quickly and thoroughly. Based on our professional knowledge and local experience, Covington provides a superior team to perform all services with regard to compliance with the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200). Covington provides extensive knowledge of FEMA project worksheet development, compliance and closeout procedures, and FEMA debris removal guidelines.

Covington Environmental Mississippi Debris Monitoring Experience

Hurricane Zeta – Debris Monitoring Services for Harrison County, MS (November 2020–Ongoing). Covington (working with Volkert, Inc.) is currently assisting Harrison County, MS with debris removal monitoring services in the aftermath of Hurricane Zeta. The team has mobilized to Harrison County and trained a local workforce who is ready to start monitoring the removal of hurricane debris. Under this project, Covington is providing debris management specialists and multiple debris monitors to support the cleanup operations. All monitors are utilizing ADMS to accurately track and quickly quantify debris removal.

Tropical Storm Cristobal – Debris Monitoring Services for Harrison County, MS (June–July 2020). Covington (working with Volkert, Inc.) provided Harrison County, MS with debris removal monitoring services in the aftermath of Tropical Storm Cristobal. The storm deposited thousands of CYs of vegetative debris along the 26 miles of sand beach in Harrison County. The team quickly mobilized to the project site and trained a local workforce to complete the monitoring services. Under this project, Covington provided debris management specialists and multiple debris monitors to support the cleanup operations. All monitors utilized ADMS to accurately track and quickly quantify debris removal.

Debris Monitoring Services for Harrison County, MS (2020–2024). Covington currently holds a subcontract with Volkert, Inc. to provide debris management, debris loading site monitors, reduction/disposal site monitors, and roving debris monitors in accordance with Harrison County Debris Management Plan and the requirements of the FEMA's Public Assistance Debris Management Guide. The team will provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, global positioning system (GPS) units, and

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within unincorporated Harrison County.

Debris Monitoring Services for Harrison County, MS (2016–2020). Covington held a subcontract with Volkert, Inc. to provide debris management, debris loading site monitors, reduction/disposal site monitors, and roving debris monitors in accordance with Harrison County Debris Management Plan and the requirements of the FEMA's Public Assistance Debris Management Guide. The team provided all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, GPS units, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within unincorporated Harrison County.

IDIQ Contract Debris Removal Monitoring Services for the City of Gulfport (2016–2019). Covington held the prime contract to provide debris removal monitoring services to assist the City in its emergency debris management and planning by monitoring the field operations regarding all storm-generated debris; debris pickup, debris hauling, debris staging and reduction, temporary site management, debris management, and final disposal of debris to an approved facility in order to eliminate immediate threats to life, public health and safety, and assist in the economic recovery to the City in the event of a natural or man-made catastrophe.

Debuys Road Conceptual Design Study. In July of 2020, Covington completed a conceptual design report for the replacement and relocation of the Debuys Road Pump Station. This conceptual design report analyzed the existing conditions of the pump station; identified viable sites for relocating the pump station based on topography, characteristics of existing gravity system and land availability; determined flow characteristics based on current and future land uses within the service area; conceptual level sizing of the stations pumps, structure piping; analyzed viable routes for force main and gravity sewer modifications; and estimated the total construction cost to complete the project. Covington already has a working knowledge of the existing pump station and service area and can use this information to streamline the design of the new pump station.

Bayou View Water Tank Replacement Project. The Bayou View Water Tank replacement project was listed as the number one priority project in Phase I of the City of Gulfport's capital improvement program. As discussed in the master plan update, a recent inspection of the Bayou View elevated tank performed by the Mississippi Department of Health (MDH) expressed that after the most recent renovations were performed the tank would be beyond salvageable and would require abandonment. Covington performed the engineering and design of a replacement 750,000-gallon elevated storage tank and associated piping and appurtenances. The design included all permitting with the MDH, FAA, and Mississippi Department of Environmental Quality (MDEQ). The design is complete, and the project is currently in the construction phase, with an estimated completion date by the end of 2020.

Tetra Tech Recent Mississippi Debris Monitoring Experience

Numerous communities in Mississippi have chosen Tetra Tech as their debris monitoring service provider. **In total, we have monitored the removal of nearly 1 million CYs in Mississippi.** Most recently, our team responded to multiple communities in response to Hurricane Zeta. The following communities trust our team as their standby service provider for debris monitoring and disaster recovery services.



- **City of Diamondhead** (Hurricane Zeta – 200,556 CY)
- **City of Gulfport** (Hurricane Zeta – 483,147 CY)
- **City of Waveland** (216,681 CY)
- **Hancock County** (64,519 CY)
- **Cooperative Energy** (Hattiesburg, MS) (Standby Contract)

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

FEMA Reimbursement Expertise and Compliance Understanding

Our team has extensive experience with managing and documenting projects that are eligible for federal funding, including multiple, large PA program support contracts with the States of Louisiana, Vermont, South Dakota, and Connecticut, as well as the City of Houston and Harris County, Texas. **Our leadership team are former senior-level staff at the Louisiana Governor's Office of Homeland Security and Emergency Preparedness, the Florida Division of Emergency Management, and FEMA** and helped create the policies and procedures utilized to this day.

The breadth of services available from Tetra Tech covers the entire recovery cycle, from pre-event through closeout. We know debris, debris removal, and debris monitoring, as well as how to maximize the federal claims the County will have to recoup related costs. Documentation is key and the organized presentation of the eligible work and costs incurred by the County will facilitate expedited reimbursement.

Tetra Tech technical advisors have worked with, and in some cases, are former employees of many of the federal and state funding agencies. With these relationships, many of the critical decisions and key issues can be addressed at the highest level.

In Texas, Tetra Tech's relationships with both FEMA, TDEM, and TCEQ have resulted in a collaborative and non-confrontational approach. This approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates timely reimbursement and a higher percentage of reimbursement to our clients.

Our team's record of success spans over 300 state and local government clients in response to over 77 declared presidential disasters, representing the recovery of more than $6 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients **not only garnering grant funds but in retaining 99.8 percent of the funds received.**

Experience with Federal, State, and Local Emergency Management

Over the course of working with hundreds of local and state emergency management organizations on debris and grant management projects, our team has developed a unique understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our understanding of these reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over $6 billion in reimbursement funds.**

Our team has direct experience with federal grant programs including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury CARES Act and COVID-related funds

For this engagement, Tetra Tech anticipates that the majority of reimbursement will be pursued through the FEMA PA Program. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.

Tetra Tech is able to maximize FEMA PA disaster debris reimbursement funding for the County based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of project worksheet versions throughout the entire project. Tetra Tech also incorporates changes or updates to the FEMA PA Program and Policy Guide (PAPPG) into our procedures for field documentation and data management.

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- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, PA coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.

Our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the FEMA reimbursement process.**

Experience Coordinating with Federal, State, and Local Funding Sources and Reimbursement Processes

Over the course of working with hundreds of local and dozens of state emergency management organizations on debris and grant management projects, our team has developed a unique understanding of FEMA, FHWA, the NRCS, and other reimbursement and regulatory agencies' policies and procedures. **Our understanding of these reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over $6 billion in reimbursement funds.**

Additionally, our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

Tetra Tech is able to maximize disaster debris reimbursement funding for Brazoria County based on the following:

Ongoing Relationship with FEMA: Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, PA coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues.

Procedures Tailored to FEMA: Our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the entire project.

Comprehensive Understanding of FEMA Regulations: Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and ROW debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.

Team of Grant Experts to Assist with Funding and Audits: Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.

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Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. The table below provides a representative sample of our experience providing FEMA PA services to local and state governments.

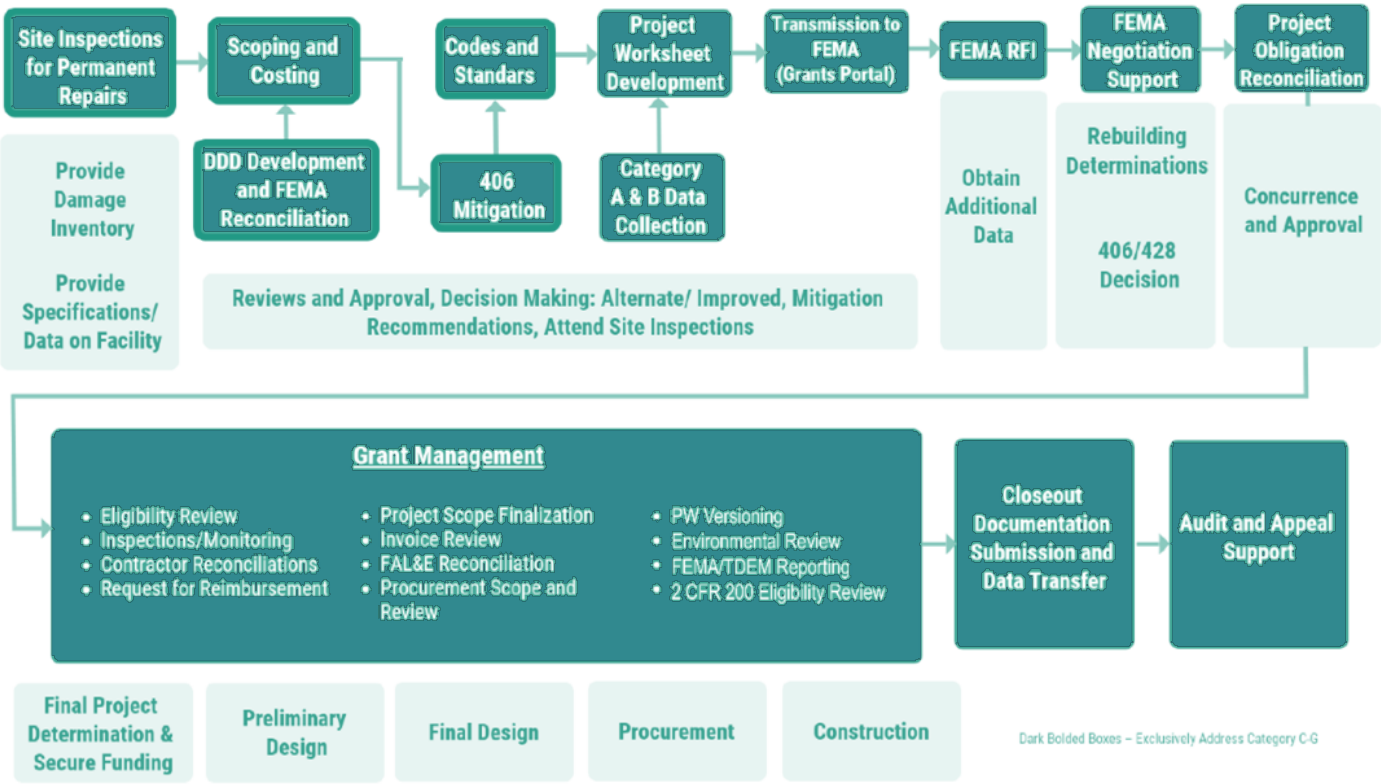
Representative Grant Funding Experience Over the Past Five (5) Years

Year	Client	Event	Value ($)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout
2021	Harris County, TX	EM 3554	Ongoing							■	■		■			■
2020	Houston, TX	CV19	404,000,000							■						
2020	Palm Beach County, FL	CV19	261,000,000						■	■			■			
2020	Brevard County, FL	CV19	105,000,000							■						
2020	Volusia County	CV19	96,000,000							■						
2020	Commonwealth of Massachusetts	DR 4496	200,000,000							■						
2020	Harris County, TX	DR 4855	200,000,000						■	■			■			
2020	Houston, TX	DR 4855	50,000,000						■	■			■			
2019	Missouri, State of	DR 4451	2,947,200							■			■		■	■
2019	Missouri, State of	DR 4435	5,664,229							■			■		■	■
2018	Commonwealth of Puerto Rico	DR 4339	60,000,000,000					■	■	■	■	■	■		■	
2018	City of Callaway, FL	DR 4399	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	City of Lynn Haven, FL	DR 4399	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	Dougherty County, GA	DR 4400	10,000,000	■	■											
2018	City of Albany, GA	DR 4400	10,000,000	■	■											
2018	Ventura County, CA	DR 4353	100,000,000						■	■	■		■			
2018	Commonwealth of Puerto Rico	DR 4339	60,000,000,000					■	■	■	■	■	■	■	■	■
2017	City of Houston, TX	DR 4332	2,400,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of South Daytona, FL	DR 4337	6,000,000			■	■	■	■	■	■	■	■			
2017	Fort Bend County, TX	DR 4332	50,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of Albany, GA	DR 4294 DR 4297	14,000,000	■	■	■	■	■	■	■	■	■	■			
2017	Dougherty County, GA	DR 4297	12,500,000	■	■	■	■	■	■	■	■	■	■			
2016	South Daytona, FL	DR 4283	1,600,000													
2016	Volusia County, FL	DR 4283	28,000,000	■	■	■	■	■	■	■	■	■	■			
2016	City of Port Orange, FL	DR 4283	16,000,000			■	■		■	■	■		■			
2016	Beaufort County, SC	DR 4284	56,000,000			■	■				■		■			

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FEMA Reimbursement Process

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



Project Worksheet Completion and Application Process

Tetra Tech's experienced grant managers are poised to help the County submit its initial Request for PA, and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field", and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the County needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing Requests for Information (RFIs) and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of **experience working with FEMA Region 6.**

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation. We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well-documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, County Inspector General, State Legislative Auditor, or others. We serve as a force multiplier for your staff and recognize the importance of timely responding to any RFIs received from federal or state officials. We coordinate with all involved to minimize any "back

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

and forth" on such requests that often result in the loss of precious time. Our team of experts can also be on-site with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the County spends waiting for return of eligible program dollars.

Audit Support

Our team has a proven track record of success in assisting our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation, audit, and the appeal process. Throughout all of our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

Tetra Teach **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and TDEM.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners, and FEMA regions to avoid situations whenever possible. Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the grantee or subgrantee. The three most common types of audits that we have supported within the first two years of the disaster include:

1

FEMA Validate as You Go (VAYGo) Audits:

Focus on disbursements to subgrantees on an annual basis





DHS OIG Capacity Audits:

Focus on early detection of what issues might arise to promote corrective actions for grantees and subgrantees

2

3

General Accountability Office Audit:

Focus on performance of subgrantees on grants and identifying opportunities for process improvement



Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for RFIs

Elements of our audit support strategy include:

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility into County activities.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- C&D debris
- Creosote piling
- Disposal site management
- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

PPDR Program Experience

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close Out	Data Management
Bay County, Florida	Hurricane Michael (2018)	■	■	■	■	■	■	■	■	■	■	■
CalRecycle / CALOES Ventura County	Wildfire (2018)	■	■	■	■	■	■	■	■	■	■	■
USACE – Napa County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Mendocino County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Lake County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Sonoma County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■

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Dougherty County, GA	Tornado (2017)								■	■		■
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■		■	■	■	■	■
Middletown, Township of, NJ	Hurricane Sandy (2012)					■	■	■	■	■		■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■		■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■		■
Cedar Rapids, City of, IA	Flooding (2008)			■		■		■	■	■	■	■
University of Iowa	Flooding (2008)			■		■		■	■	■	■	■
Galveston, City of, TX	Hurricane Ike (2008)	■	■	■	■	■	■		■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■		■	■			■	■	■	■
New Orleans, City of, LA	Hurricane Katrina (2005)	■	■	■	■	■	■	■	■	■	■	■
Waveland, City of, MS	Hurricane Katrina (2005)	■	■		■	■	■	■	■	■	■	■
Naples, City of, FL	Hurricane Wilma (2005)					■			■	■	■	■

Coastal Disaster Recovery Operations

Due to its coastal nature, Hancock County is prone to many unique, but substantial damages as a result of a significant storm event. These damages can include flood damage, beach erosion, sand displacement, private property devastation (requiring structure demolition and/or vegetative debris removal) and inland waterway disruption in the wake of a large storm. Tetra Tech has experience providing these and other specialty services to our clients throughout the Southeastern U.S. and has extensive FEMA reimbursement experience. The following is a list of areas in which Tetra Tech can assist in the event of another significant storm event:

Beach Restoration

- Sand recovery cost analysis and comparisons
- Strategic off shore sand recovery planning and staging
- On shore, debris laden, sand recovery and screening monitoring
- Berm construction spec quality assurance

Private Property, Right of Entry Work

- Ordinance analysis to determine the best legal method to remove debris from private property
- Easement/ right-of-entry administration and data entry
- Private property vegetative hazard removal monitoring
- Private property demolition coordination and monitoring

Waterways Debris Removal

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. We will help the County legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. Our team has performed waterways debris removal and related services to communities across the country, including the following projects:

Beaufort County, SC – Following Hurricane Matthew, Tetra Tech provided comprehensive mapping and debris removal of County waterways. Tetra Tech staff worked closely with Beaufort County, state, and federal officials to ensure that all

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environmental protocols were met, regulations were followed, and all waterway debris removal was properly documented and tracked.

State of New Jersey – Waterway debris removal efforts on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy, FDEP following Hurricanes Matthew and Irma, and the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County following Hurricane Irma.

Galveston County, TX – Inland waterway debris removal assignments for the Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District with Following Hurricane Ike.

Monroe County, FL – Removal of derelict vessels and traps from waterways for Monroe County, Florida (the Florida Keys), following Hurricanes Katrina, Gustav, Ike, and Wilma.

Vessel and Vehicle Recovery

Tetra Tech is able to assist the County in documenting the locations and quantities of vessel and vehicle debris in the County and presenting a case to FEMA to approve and fund the program. The County must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the South Carolina Department of Environment and Natural Resources, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access.

Tetra Tech has monitored vessel debris removal from several clients, including:

NJDEP | Hurricane Sandy
Florida Keys | 2004 and 2005 hurricane season
Beaufort County, SC | Hurricane Matthew.

Beach Remediation



Critical to the recovery of any coastal community following a disaster is the remediation of its beaches. **Following Hurricane Katrina and the Deep Water Horizon oil spill, millions of federal grant dollars were made available to the Louisiana and Mississippi Gulf Coast for post-event restoration projects.** Tetra Tech understands how important those funds are to an economy that is recovering from disasters. A loss in tourism and visitors to the County's beaches could negatively impact the local economy. Tetra Tech is prepared to assist in evaluating damages, working with FEMA and Mississippi Department of Environmental Quality to determine eligibility, and overseeing recovery efforts on the County's beaches. If tasked, Tetra Tech will employ proven displaced sand removal and beach remediation protocols to create a program in an effort to reopen the beaches as soon as possible and minimize the impact that a beach closure could have on the County's economy.

Leaning Trees, Hanging Limbs, and Stump Removal

Tetra Tech is an expert on reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience and expertise to help communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work.

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Previous Leaner/Hanger/Stump Removal Programs

2,145,676 Total	1, 738,389 Hanging Limbs	245,122 Leaning Trees	162,165 Stumps
Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of over 2 million leaning trees, hanging limbs, and stumps. Highlights include:			
2020 Hurricane Sally	43,692	5,888	56
2020 Hurricane Laura	120,198	13,160	30
2015 Present CA Wildfires	3,777	13,292	-
2018 Hurricane Michael	27,562	9,949	124
2018 Hurricane Florence	14,609	259	8
2017 Hurricane Irma	316,108	9,045	94,030
2016 Hurricane Matthew	183,214	12,769	2,529
2011 Winter Storm Alfred	84,135	12,355	-
2008 Hurricane Ike	364,860	29,489	1,152
2007 Midwest Winter Storm	99,382	2,682	3

Hazardous Material Removal

Major disasters (particularly those that involve significant flooding) will result in the need to address hazardous materials. Typically, the U.S. EPA is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including containers with paints, pesticides, household cleaners, oils/solvents, fuels, etc. Our team has significant experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, which resulted in a storm surge that covered almost all of Galveston Island, our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

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2. Technical Competence of Staff and Principals, Record of Past Performance and Ability to Perform Services Required

This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states, with simultaneous activations in 9 states.

While Tetra Tech managers have worked together as a team for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech's vast network of disaster recovery professionals, including full-time employees and local hires.

Tetra Tech's proposed team has an existing relationship with County officials, and brings knowledge of Hancock County's operational needs and challenges, gained from our recent experience providing disaster debris monitoring services following Hurricane Zeta.

Tetra Tech is committed to providing the County with a dedicated and consistent project management team that will expedite recovery efforts in the County by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the County 365 days per year. The established working relationship shared by the County and Tetra Tech provides our team with an in-depth understanding of the services the County will require following a disaster event.

Resumes to demonstrate our proposed staff's past projects and qualifications have been included at the end of the proposal.

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel** has over 35 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to communities in Puerto Rico (Hurricane Maria); Miami-Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); NJDEP (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike), to name a few.
- **Mr. Ralph Natale** is an expert in FEMA PA Grant Program reimbursement policies and has administered nearly 230 projects in his 13-year career. Mr. Natale has served as a principal in charge or project manager in response to some of the country's largest debris-generating disasters, including NORCAL and SOCAL Wildfires, Hurricanes Harvey, Irma, Matthew, Katrina, Ike, and Sandy. This includes managing and documenting the removal of over 46 million CYs of debris and over 1.3 million hazardous trees. This and the program management of over 9,600 demolitions total over 2.5 billion dollars of reimbursed invoices. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires and for 38 communities following Hurricane Harvey in Texas.
- **Mr. John Buri** is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 16 years of experience. Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients since 2007, representing over $6 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for tasks and activities associated with each disaster recovery operation. Mr. Buri also is familiar with FEMA Hazard Mitigation Assistance, HUD CDBG-DR, and disaster funding strategies for local and state governments.

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- **Mr. Chuck McLendon** has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 29 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Mr. McLendon has served as principal in charge for upwards of 30 major disaster activations, including projects totaling more than 150 million CYs of debris and upwards of $2.5 billion in FEMA PA reimbursement.
- **Mr. Oliver Yao** has over 15 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, Sandy, Matthew, and Harvey. Mr. Yao has developed standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit. He has also provided local governments across the country with debris management consulting services. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments with FEMA appeals following Hurricanes Charley, Frances, Jeanne, Wilma, and Matthew.
- **Mr. Jeff Dickerson** has more than 30 years of experience in program management and information technology and is the principal system architect of our ADMS, RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' DMS. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts. Most recently, he oversaw the deployment of over 6,000 field units to over 100 clients following Hurricanes Harvey, Irma, and Maria.

Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. **Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience in managing debris monitoring operations. This experience includes recent disaster debris monitoring services throughout Mississippi following Hurricane Zeta. Our team understands the region's risks, geography, and operational needs.**

Staff	Experience Summary
Simon Carlyle Project Principal	Mr. Carlyle has over 15 years of experience and has been directly involved in all phases of disaster recovery efforts. Applying expert knowledge of federal, state, and local regulations, he has provided program and project management in response to some of the largest debris-generating disasters in the nation, including Hurricanes Irma, Harvey, Matthew, Isaac, Irene, Katrina, Rita, Wilma, Gustav, Ike, and Sandy. **Mr. Carlyle previously assisted multiple Mississippi communities, including Hancock County, with debris monitoring program following Hurricane Zeta and Katrina.**
Benjamin B. Benvenutti, P.E. Project Principal	Mr. Benvenutti is the principal engineer at Covington Civil and Environmental. He has over 12 years of experience planning, permitting, designing, and managing projects along the Gulf Coast. Mr. Benvenutti maintains client relationships and provides technical guidance on the execution of complex projects. **Mr. Benvenutti has direct debris monitoring and management experience related to Hurricane Zeta, Tropical Storm Cristobal, Hurricane Cindy, Hurricane Katrina, and Hurricane Gustav.**

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Scott Simpson Project Manager	Mr. Simpson is an experienced professional providing program management services for response and recovery. He has supported projects in the states of California, Louisiana, Mississippi, North Carolina, and Texas, where he was responsible for supervision and scheduling of staff and daily safety briefings. Most recently, **Mr. Simpson served as project manager for Hancock County, Mississippi, following Hurricane Zeta** where he oversaw daily operations, assisted with scheduling field staff, and ensured that documentation was FEMA-compliant during debris removal operations.
Cara DeRouen Operations Manager	Ms. Cara DeRouen is an experienced operations and data manager with over 11 years of experience supporting disaster recovery projects. Her understanding of FEMA eligibility and documentation requirements for PA debris removal programs have aided her in quality control and oversight of many large projects. For instance, Ms. DeRouen was responsible for program oversight, task order preparation, forecasting, and quality assurance for Orange County, TX following Hurricanes Harvey and Laura, where she led teams that monitored an accumulative total of nearly 1,000,000 CYs of debris. Additionally, **Ms. DeRouen provided project management support for the City of Diamondhead following Hurricane Zeta.**
Chris Burns Environmental Specialist	Mr. Burns has more than 17 years of experience providing management, scientific, and technical consulting services, including private and public sector clients under a variety of technical assistance, CDBG, emergency response, emergency management, planning, and training and exercise programs. Mr. Burns has held various positions throughout his career, including Program Manager, senior project manager, emergency preparedness and response coordinator, technical lead, and incident commander. He has experience overseeing multi-disciplinary teams made of internal and subcontracted staff resources and has managed projects and complex programs with values in excess of $70 million.
Joe Benarroch Data Manager	Mr. Benarroch is a regional data manager and invoice reconciliation manager for Tetra Tech, Inc. Mr. Benarroch is responsible for oversight and management of field data managers and invoice analysts. His areas of expertise include FEMA eligibility and documentation requirements, PPDR packet management, database management, and project reporting. Mr. Benarroch also has an in-depth understanding of our ADMS RecoveryTrac™. As such, he can support the implementation of ADMS in the field as well as establish QA and project reporting.

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Record of Past Performance and Ability to Perform Requested Services

Tetra Tech is highly qualified to satisfy the requirements of the City's Request for Proposals. Disaster recovery is what we do – and it's what we've done for more than 20 years. An overview of our debris monitoring and post-disaster recovery activities is represented in the following graphic. Additional information has been provided later in this section, and in **Section 2: Past Project Experience.**

Experience at a Glance

2021
SEVERE STORMS/TORNADOES AL - 1 Client
WINTER STORM TX - 3 Clients
SEVERE STORMS/FLOODING TN - 1 Client
WINTER STORM VA - 1 Client

2020
HURRICANE ZETA - 6 Clients
HURRICANE DELTA - 4 Clients
WILDFIRES - 2 Clients
HURRICANE SALLY - 4 Clients
HURRICANE LAURA - 18 Clients
HURRICANE ISAIAS - 2 Clients
HURRICANE HANNA - 3 Clients
TORNADOES - 3 Clients
IOWA DERECHO - 1 Client

2019
TROPICAL STORM IMELDA - 3 Clients
HURRICANE DORIAN - 4 Clients
TORNADOES - 2 Clients

2018
HURRICANE MICHAEL- 13 Clients
HURRICANE FLORENCE - 12 Clients
WILDFIRES - 1 Client

2017
WILDFIRES - 2 Clients
HURRICANE MARIA - 1 Client
HURRICANE IRMA - 67 Clients
HURRICANE HARVEY - 38 Clients
TX & GA TORNADOES - 2 Clients

2016
HURRICANE MATTHEW - 34 Clients
HURRICANE HERMINE - 1 Client
SEVERE STORMS & FLOODING -2 Clients
WILDFIRES - 2 Clients
FLOODING - 6 Clients

2015
WILDFIRES - 2 Clients
SEVERE STORMS - 3 Clients
FLOODING - 10 Clients

2014
FLOODING - 1 Client
TORNADOES - 2 Clients
ICE STORM - 7 Clients

2013
ICE STORM - 2 Clients
FLOODING - 1 Client

2012
HURRICANE SANDY - 13 Clients
HURRICANE ISAAC - 5 Clients
TROPICAL STORM DEBBY - 3 Clients

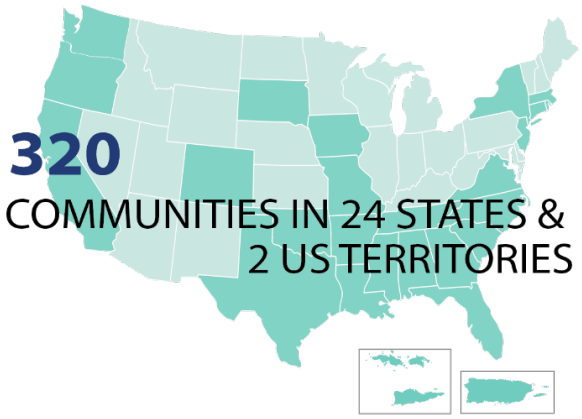
2011
NOR'EASTER WINTER STORMS - 19 Clients
TEXAS DROUGHT - 1 Client
TEXAS WILDFIRES - 1 Client
HURRICANE IRENE - 22 Clients
TORNADOES - 4 Clients

2010
FLOODING - 2 Clients
TORNADOES - 1 Client
ICE STORMS - 1 Client
TROPICAL STORM ALEX - 1 Client

2009
ICE STORMS - 1 Client
SNOW STORMS - 2 Clients
TROPICAL STORM IDA

2008
HURRICANE IKE - 78 Clients
HURRICANE GUSTAV - 7 Clients
TROPICAL STORM FAY - 3 Clients
HURRICANE DOLLY - 30 Clients
MIDWEST FLOODING - 2 Clients

2007
MIDWEST ICE STORM - 3 Clients
GROUNDHOG DAY TORNADOES - 2 Clients
MIDWEST SNOW STORMS - 3 Clients



320
COMMUNITIES IN 24 STATES & 2 US TERRITORIES

2006
BUFFALO SNOW STORMS - 6 Clients

2005
HURRICANE WILMA - 17 Clients
HURRICANE RITA - 3 Clients
HURRICANE KATRINA - 11 Clients
HURRICANE DENNIS - 5 Client

2004
HURRICANE JEANNE - 2 Clients
HURRICANE IVAN - 3 Clients
HURRICANE FRANCES - 2 Clients
HURRICANE CHARLEY - 2 Clients

2002
HURRICANE LILI - 1 Client

2001
TROPICAL STORM GABRIELLE - 1 Client

140,787,677
TOTAL CUBIC YARDS (CY) OF DEBRIS ENOUGH TO FILL 6,600 FOOTBALL FIELDS

- 29 HURRICANES | 126,103,255 CYs
- 10 WINTER STORMS | 7,785,073 CYs
- 16 TORNADOES | 2,850,270 CYs
- 6 TROPICAL STORMS | 96,855 CYs
- 10 FLOODS | 3,078,406 CYs
- 15 WILDFIRES | 1,532,996 CYs

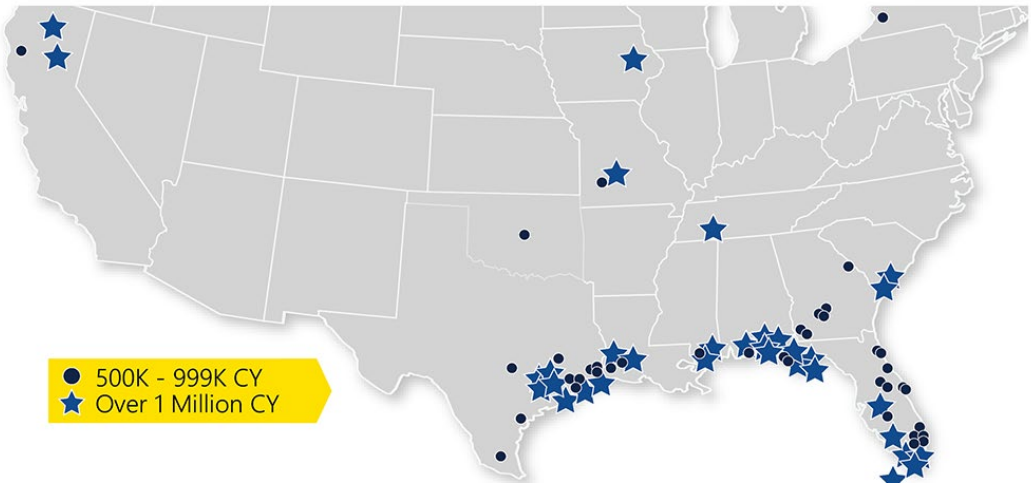
**Plus 6.3 M Tons of disaster debris*

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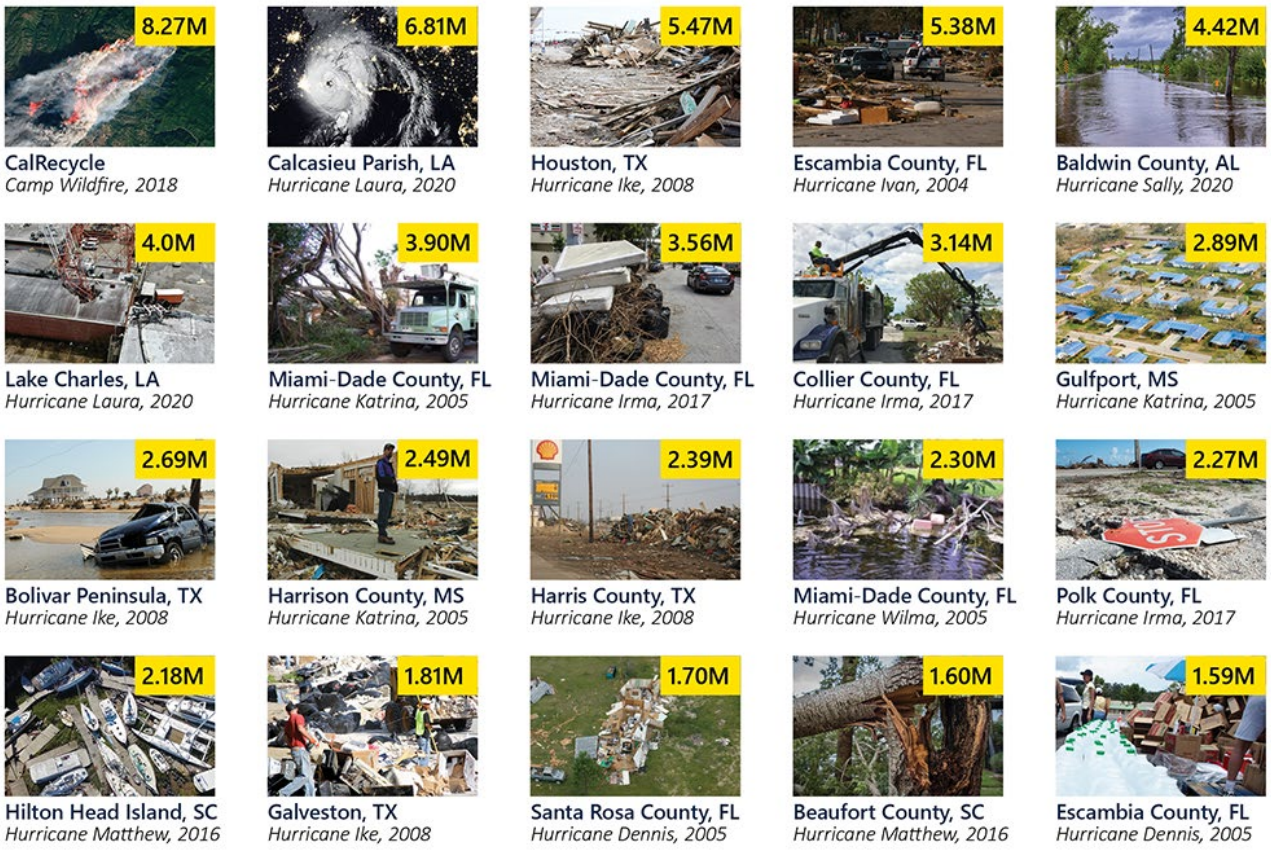
Large-Scale Debris Monitoring Experience

Tetra Tech takes great pride in the reliability of our service. Clients count on us to respond in their time of need, and we deliver. Our team has never failed to respond to our clients' deployment and mobilization needs, regardless of location or type of disaster. Our services under these engagements included environmental permitting, debris management sites (DMS) monitoring, contractor invoice reconciliation, and federal grant program management.

Large Debris Monitoring Project Experience



20 Largest Debris Monitoring Projects (Organized by Cubic Yards)



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The exhibit below provides an abbreviated experience matrix for projects conducted over the past five years. Tetra Tech can provide specific references and additional information upon request.

Experience Matrix (2015–2020)

Year	Disaster	Representative Client(s) *Work in Progress	Contract Value	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stump Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
2020	Hurricane Zeta Clients Served: 7	Audubon Society of LA	$73,319 (estimate)	9,235	■	■	■	■				■
		City of Diamondhead, MS*	Invoices Pending	132,408	■	■	■	■				■
		City of Gulfport, MS*	$124,495 (estimate)	405,561	■	■	■	■				■
		City of Waveland, MS*	Invoices Pending	132,606	■	■	■	■				■
		City of Slidell, LA	$32,069 (estimate)	340 hangers and hazardous trees	■	■	■	■				■
		Dallas County, AL*	Ongoing	Ongoing	■	■	■	■				■
		Hancock County, MS	Invoices Pending	64,150	■	■	■	■				■
	Hurricane Delta Clients Served: 3	City of Youngsville, LA	$6,390.75	7,646	■	■	■	■				■
		St. Martin Parish, LA	$54,902	30,600	■	■	■	■				■
	Hurricane Sally Clients Served: 4	Baldwin County, AL*	$6,910,848	3,939,107	■	■	■	■				■
		City of Pensacola, FL	$769,706	574,579	■	■	■	■				■
		Okaloosa County, FL	$148,000 (estimate)	30,794	■	■	■	■				■
	Hurricane Laura Clients Served: 17	Acadia Parish, LA	$100,000 (estimate)	98,595	■	■	■	■				■
		Calcasieu Parish, LA*	$6,195,118	5,939,953	■	■	■	■				■
		City of Lake Charles, LA*	$2,493,704	3,470,233	■	■	■	■				■
		City of Sulphur, LA*	$550,382	675,798	■	■	■	■				■
		Jefferson Davis Parish, LA	$42,170 (estimate)	88,440	■	■	■	■				■
		Orange County, TX	$934,026	723,064	■	■	■	■				■
	Hurricane Isaias Clients Served: 6	Town of Holden Beach, NC	$26,171	2,150	■	■	■	■				■
		Town of Ocean Isle Beach, NC*	$47,766	6,966	■	■	■	■				■
		Town of Oak Island, NC	xx	62,394	■	■	■	■				■
	Hurricane Hanna Total CYs: 327,035 Clients Served: 4	Hidalgo County, TX	$706,129	187,135	■	■	■	■				■
	South Carolina Severe Storms and Tornadoes Total CYs: 783 Clients Served: 1	Barnwell County, SC	$21,539	783	■	■	■	■				■
	Tennessee Severe Storms and Tornadoes Total CYs: 1,039,455 Clients Served: 3	City of Chattanooga, TN	$380,079	322,200	■	■	■	■				■
		Hamilton County, TN	$961,480	408,305	■	■	■	■				■
		Metro Nashville and Davidson County, TN	$193,710	308,949	■	■	■	■				■
2019	Babb Wildfire Total CYs: 17,606 Clients Served: 1	Town of Malden, WA	xxx	17,606	■	■	■	■				■
	Tropical Storm Imelda Total CYs: 73,336 Clients Served: 3	Harris County, TX	$195,526	15,907	■	■	■	■				■
		Jefferson County, TX	$208,610	57,429	■	■	■	■				■
	Hurricane Dorian Total CYs: 63,719 Clients Served: 5	Colleton County, SC	$21,639	4,272	■	■	■	■				■
		Dorchester County, SC	$135,437	31,294	■	■	■	■				■
	Louisiana Severe Storms and Tornadoes Total CYs: 30,516 Clients Served: 5	City of Ruston, LA	$230,000	30,516	■	■	■	■				■

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2018	Alabama Severe Storms and Tornadoes Total CYs: 176,780 Total Tons: 7,262 Clients Served: 1	Lee County, AL	$375,000	176,780 (and 7,262 Tons)	■	■	■	■		■
	Hurricane Michael Total CYs: 10,618,496 Clients Served: 13	Lynn Haven, City of, FL	$3,226,800	1,280,400	■	■	■	■		■
		Callaway, City of, FL	$1,150,500	1,468,100	■	■	■	■		■
		Parker, City of, FL	$508,920	548,800	■	■	■	■		■
		Wakulla County, FL	$341,704.25	38,085	■	■	■	■		■
		Franklin County, FL	$548,949	126,087	■	■	■	■		■
		Albany County, GA	$2,008,025	363,000	■	■	■	■		■
		Dougherty County, GA	$2,008,025	207,000	■	■	■	■		■
	Hurricane Florence Total CYs: 1,365,327 Total Tons: 19,889 Clients Served: 15	New Bern, City of, NC	$665,351.50	155,400	■	■	■	■		■
		Craven County, NC	$414,147	59,800	■	■	■	■		■
		Lenoir County, NC	$249,918	34,662	■	■	■	■		■
		Fayetteville, City of, NC	$560,405	134,282	■	■	■	■		■
2017	California Wildfires (2017-18) Total Tons: 2,278,740 Clients Served: 4 (6 Wildfires)	CalRecycle, CA	$1,500,000,000	2,278,740 Tons	■	■	■	■		■
	Hurricane Irma Total CYs: 20,113,657 Clients Served: 67	Miami-Dade County, FL	$15,315,654	3,558,943	■	■	■	■		■
		Polk County, FL	$6,190,877	2,244,330	■	■	■	■		■
		Collier County, FL	$5,130,000	4,004,300	■	■	■	■		■
		Miami, City of, FL	$3,911,307	540,053	■	■	■	■		■
		Seminole County, FL	$2,250,000	824,534	■	■	■	■		■
		Lake County, FL	$1,887,841	355,000	■	■	■	■		■
		Brevard County, FL	$1,292,085	653,953	■	■	■	■		■
		Pinellas County, FL	$1,759,698.00	380,000	■	■	■	■		■
		Holly Hill, City of, FL	$115,000	46,876	■	■	■	■		■
		South Daytona, City of, FL	$79,534.00	27,908	■	■	■	■		■
	Hurricane Harvey Total CYs: 5,445,225 Clients Served: 31	Corpus Christi, City of, TX	$1,037,930	536, 074	■	■	■	■		■
		Dickinson, City of, TX	$678,086	182,354	■	■	■	■		■
		Fort Bend County, TX	$1,028,474	338,277	■	■	■	■		■
		Friendswood, City of, TX	$747,162	135,957	■	■	■	■		■
		Harris County, TX	$3,700,000	1,129,652	■	■	■	■		■
		Houston, City of, TX	$7,964,528	2.5M	■	■	■	■		■
		Humble, City of, TX	$128,269	22,737	■	■	■	■		■
		Katy, City of, TX	$127,583	24,000	■	■	■	■		■
		League City, City of, TX	$493,774	116,461	■	■	■	■		■
		Montgomery County, TX	$902,000	119,572	■	■	■	■		■
		Nassau Bay, City of, TX	$44,250	6,323	■	■	■	■		■
		Pasadena, City of, TX	$162,944	30,164	■	■	■	■		■
		Pearland, City of, TX	$293,498	54,701	■	■	■	■		■
		Seabrook, City of, TX	$26,526	1,592	■	■	■	■		■
	Georgia Tornadoes Total CYs: 920,000 Clients Served: 2	Albany County, GA	$2,008,025	380,000	■	■	■	■		■
		Dougherty County, GA	$2,008,025	540,000	■	■	■	■		■
2016	Hurricane Matthew Total CYs: 8,112,857 (and 1,023 Tons) Clients Served: 34	Brevard County, FL	$1,728,431	820,779	■	■	■	■		■
		New Smyrna, City of, FL	$364,730.39	204,000	■	■	■	■		■
		St. Johns County, FL	$2,436,663	712,705	■	■	■	■		■
		Volusia County, FL	$1,967,757	1,058,962	■	■	■	■		■
		Beaufort County, SC	$2,486,000	1,609,243	■	■	■	■		■
		Hilton Head Island, SC	$2,845,353	2,187,080	■	■	■	■		■
		Port Orange, City of, FL	$872,394	428,471	■	■	■	■		■
	Louisiana Severe Storms and Flooding Total CYs: 386,600 Clients Served: 2	Ascension Parish, LA	$1,000,000	336,600	■	■	■	■		■
		Iberville Parish, LA	$1,903,106	50,000	■	■	■	■		■
	Texas Severe Storms and Flooding Total CYs: 35,000	Montgomery County, TX	$93,138	35,000	■	■	■	■		■

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2015	**Valley and Butte Wildfires** Total CYs: **247,118** Clients Served: **3**	**Lake County, CA**	$1,000,000	163,726	■	■	■	■		■
	Texas Tornado Total CYs: **8,782** Clients Served: **1**	**Friendswood, TX**	$19,330	8,782	■	■	■	■		■
	Texas Severe Storm & Flooding Total CYs: **328,654** Clients Served: **10**	**Houston, City of, TX**	$3,232,591	195,763 251,841	■	■	■	■		■

Ability to Perform Services Required

Project Understanding

Hancock County is located in the most southern point of Mississippi, and borders the Gulf of Mexico. Like all communities along the Gulf Coast, the County is highly susceptible to tropical weather impacts from multiple directions. 2020 is no exception to this as evidenced by Hurricanes Cristobal, Zeta, and the recent impact to Hancock County from Hurricane Ida.



Tetra Tech and our local teaming partner, Covington Civil and Environmental are prepared to assist the County through the disaster debris removal process and will stand by as Hancock County's dedicated partner throughout their recovery. Our team has recent experience providing disaster debris monitoring operations to Hancock County, following Hurricane Zeta's impact. We have an existing relationship with the County, and understand the operational needs, challenges, and expectations of the County.

Unique Challenges and Required Services

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge of the County to successfully perform all aspects of the scope of work. Additionally, our team has worked with many coastal communities, and is familiar with sand removal and beach remediation protocols along with additional services that may be required by the town to recover from disaster events. Due to its geography, the County may face unique challenges including:

- Beach Erosion
- Displaced Sand
- Inland Waterway Disruption,
- Hazardous Tree Removal
- Private Property Debris Removal
- Right-of-Way Debris Removal

With our approach we demonstrate our:

- **Past Experience and Relationship with the County:** Our unique understanding of the County's infrastructure and operational needs following a disaster, as demonstrated by our previous experience providing disaster debris monitoring services following Hurricane Zeta.
- **Immediate Response Capabilities:** Tetra Tech has disaster recovery personnel and 5 offices within 125 miles of the County, and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing Hancock County to return to the business of running day-to-day operations.
- **Focus on Hiring Locally:** Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.
- **Project Transparency and Real-time Reporting:** Our proprietary automated debris management system (ADMS) technology, RecoveryTrac™ , provides detailed reporting systems and mapping capabilities that are available in real-time to the County and is tailored to the County's data needs.

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- **Maximum Reimbursement for the County:** Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help Hancock County receive and keep the maximum reimbursement allowed following a disaster. We are innately familiar with Mississippi Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement.

Operational Schedule

Based on Tetra Tech's understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Recovery		
Week 1+	**Right-of-way (ROW) debris collection monitoring**	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	**Data management and invoice reconciliation**	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by RecoveryTrac™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	**Reimbursement support/grant administration (FEMA, NRCS)**	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with FEMA Region 4, Mississippi Emergency Management Agency (MEMA), U.S. Army Corps of Engineers (USACE), etc.
Week 2+	**Special projects (if required)**	• Waterway debris removal • Beach remediation • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	**Financial recovery assistance staff engaged (if requested)**	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project completion	**Document turnover/closeout**	• Final reconciliation • Retainage release • Release hard copy files

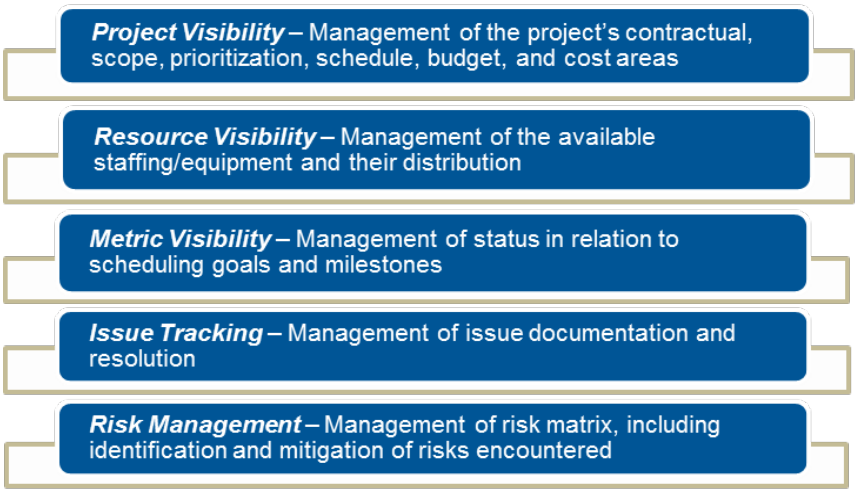
Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Time	Task	Deliverables/Milestones
		• Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide ***scalable, consistent, high-quality results***. We use a systematic approach with frequent in-process quality checks to execute our project processes. With an understanding that Hancock County is over a week post-impact, our general project approach includes tasks in each of the following phases:

- **Initiation (Pre-Event)**
  - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
  - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
  - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**

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- **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
- **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.
- **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.

- **Execution (Post-Event)**
  - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
  - **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.
  - **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
  - **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.
- **Closeout (Post-Event)**
  - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
  - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
  - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Coordinated project communications coupled with accurate information enables effective decision-making. Our implementation of this provides our clients with the benefits:

- **Common Operating Picture**
  - Tetra Tech's real-time data sharing information portal allows the client, the debris removal contractors, and the monitoring firm to access the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
  - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
  - Documented procedures and protocols ***enable scalability without loss in fidelity*** and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
  - Experience operating in disasters enables Tetra Tech to design systems and processes to be ***able to withstand loss of infrastructure and key personnel*** yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in collaborative problem solving and issue resolution**.** By approaching others with professional mutual respect, our project managers form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

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Emergency Push Period

The emergency push period begins immediately following an event. Debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

Vehicle Certification

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include ***electronic volume calculations***, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in ***30% less time than with a paper-based system.***

Truck Audit Report

RecoveryTrac Truck Certification Report — Date: 9/1/2021

HANCOCK COUNTY HURRICANE ZETA ROW COLLECTION - Truck Certification Summary

	Tot Trucks Certified	Tot Certified Capacity	Avg Certified Capacity
⊞Contractor: TFR	12	864	72.00
Totals:	12	864	72.00

HANCOCK COUNTY HURRICANE ZETA ROW COLLECTION - Truck Certification Details

Contractor: TFR

Sub-Contractor 1: N/A

Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle Tag	Vehicle Type	Vehicle Features
⊟N/A	804131	71	01/05/2021 11:38 AM	ACTIVE	28J7SP (AR)	SELF-LOADING TRUCK	

Primary Box (L x W x H): 226x102x109 = 2512868.0 (+)
Type: Box (L x W x H): 74x102x42 = 317016.0 (+)
Type: Box (L x W x H): 26x102x85 = 225420.0 (+)
Type: Box (L x W x H): 38x102x61 = 236436.0 (+)
Total Volume: 3291540.0 Cu Inches (/46656)= 70.55 CuYds

Driver-Placard View | Side View | Back-Interior View | Front View



Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification

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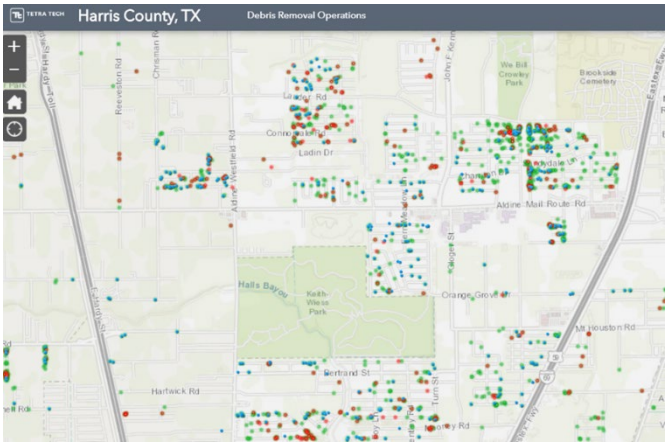
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

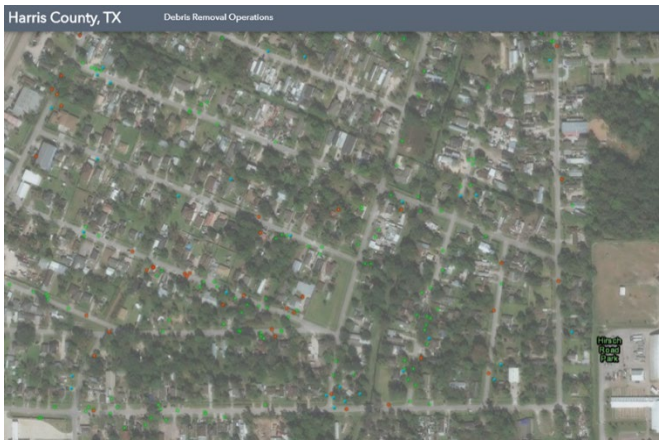
Right-of-Way Collection Reporting

Our ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

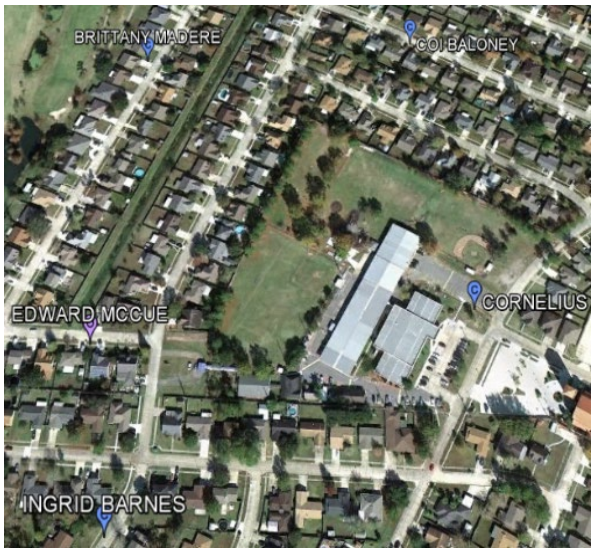
Waypoint Collection/Hazardous Tree Maps



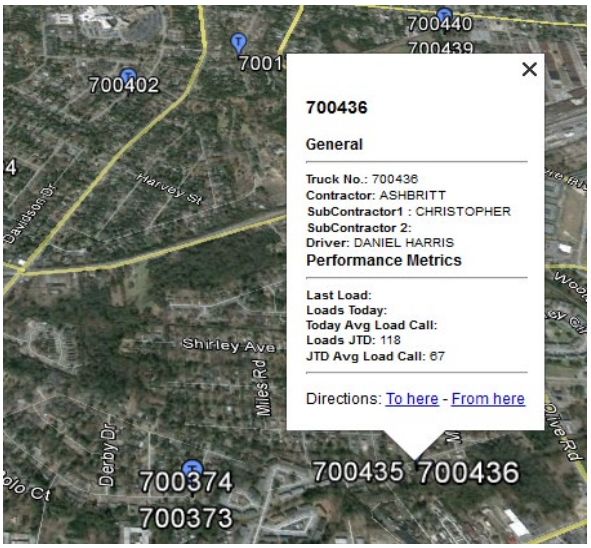


An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below

Monitoring Locations



Truck Locations



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Field Operations

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld devices and debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld devices.
- **Contractor Completion.** Tetra Tech will assist the County in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the County with managing these goals, including the following:
  - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
  - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
  - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the County if deadlines are not being met.
  - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

Debris Management Site Monitoring

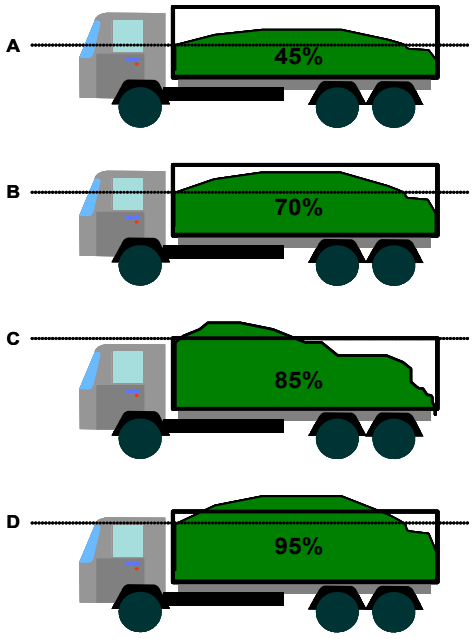
Response to debris-generating events requires locating DMS, emergency permitting of DMS (including debris burning and State regulatory permits), baseline soil testing before the DMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Mississippi with pre-permitting DMS before a disaster event as well as post-disaster permitting. Tetra Tech is already familiar with the County's DMS site location and specifications, due to our recent response.

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As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the DMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech DMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, Tetra Tech will digitize and catalog tickets generated by the existing scales at the County's DMS.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

Residential Drop-Off Sites

To provide documentation to FEMA that supports reimbursement of debris brought by the County's residents to residential drop-off sites and proves the debris is not commercial, the County must monitor each site and screen citizens who enter. Tetra Tech is prepared to support the County by assisting with this task if needed.

Quality Assurance/Quality Control Program

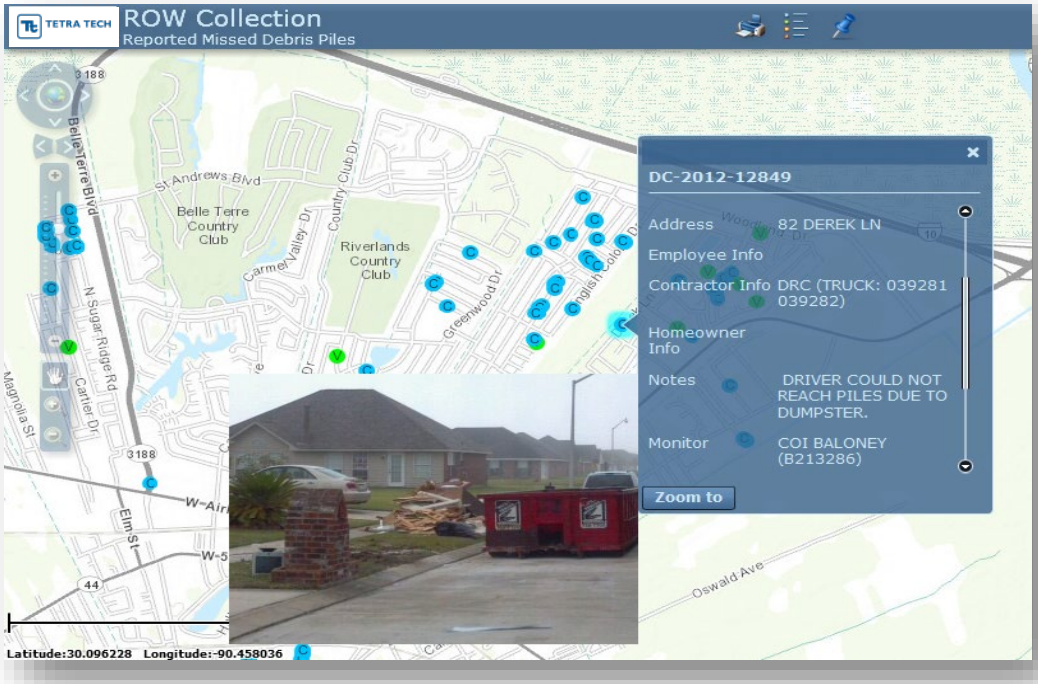
Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

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Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Missed Piles Tracking



Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

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Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.



RecoveryTrac Unit Rate AuditReport (Crew: 700430) Date: 03/11/2014

Client: AUGUSTA Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION

Total Ticket Count: 12

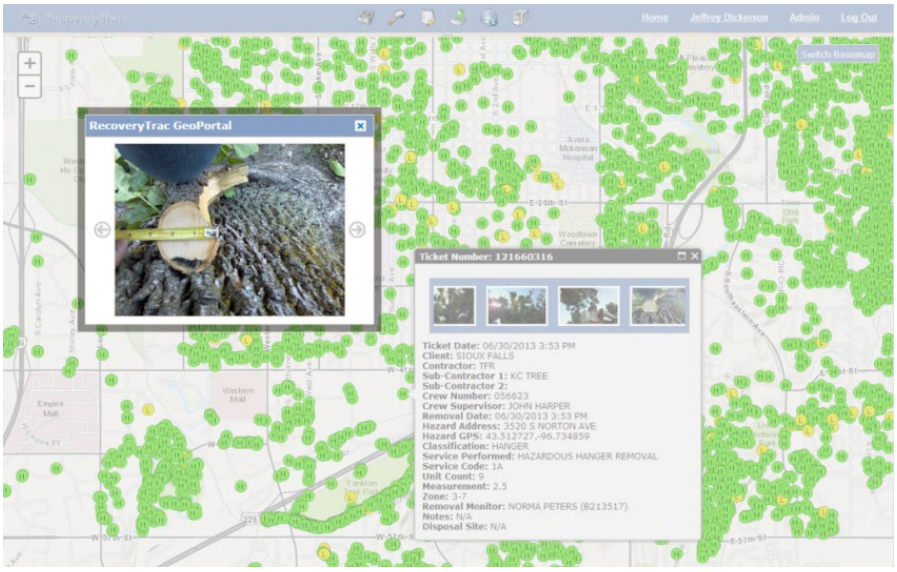
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
120590044	DAWN WALKER (B214108)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS: 2D)	4

Crew Photo | Pre-Work Photo | Measurement Photo | Post-Work Photo

Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Unit Rate Ticket Map



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Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquires and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations. Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County's public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County's diverse population, in a language all can understand.

Recent Public Information Flyer



Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing

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and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Incident Report

RecoveryTrac Incident Summary Report

Project Incident Summary: HANCOCK COUNTY HURRICANE ZETA ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Contr Invl	Own Invl
OBSERVATIONS	1	1	0	0.0	188	0	0	0	0
Totals	**1**	**1**	**0**	**0.0**	**188.0**	**0**	**0**	**0**	**0**

Project Incident Details: HANCOCK COUNTY HURRICANE ZETA ROW COLLECTION

OBSERVATIONS (Count: 1)

⊟OTHER (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location	ReportingMonitor
⊟CO-2021-93965	Active	Normal	2/25/2021 8:34:00 AM	NO	NO	NO	5046 EVELYN PLACE (30.265515,-89.420323)	LUCAS BENNETT (C010028)

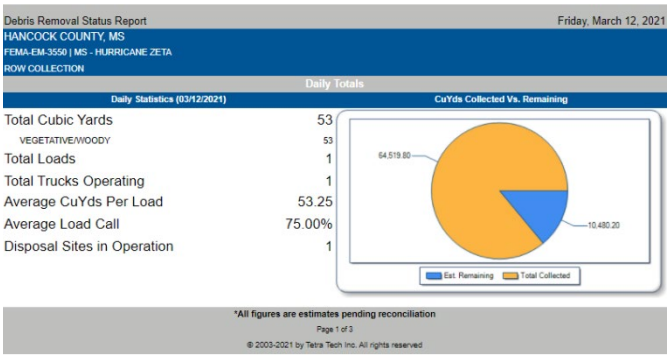
DEBRIS PILED ON TOP OF CHAIN LINK FENCE.



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTracTM and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Hancock County Custom Reports from Hurricane Zeta



Debris Removal Status Report — Friday, March 12, 2021

HANCOCK COUNTY, MS
FEMA-EM-3550 | MS - HURRICANE ZETA
ROW COLLECTION

Daily Totals

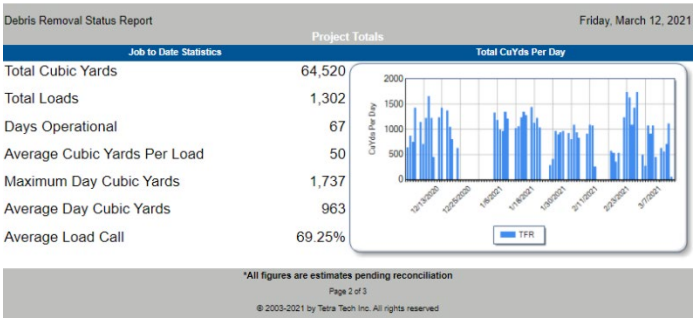
Daily Statistics (03/12/2021)	
Total Cubic Yards	53
VEGETATIVE/WOODY	53
Total Loads	1
Total Trucks Operating	1
Average CuYds Per Load	53.25
Average Load Call	75.00%
Disposal Sites in Operation	1

CuYds Collected Vs. Remaining

*All figures are estimates pending reconciliation

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Debris Removal Status Report — Friday, March 12, 2021

Project Totals

Job to Date Statistics	
Total Cubic Yards	64,520
Total Loads	1,302
Days Operational	67
Average Cubic Yards Per Load	50
Maximum Day Cubic Yards	1,737
Average Day Cubic Yards	963
Average Load Call	69.25%

Total CuYds Per Day

*All figures are estimates pending reconciliation

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Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

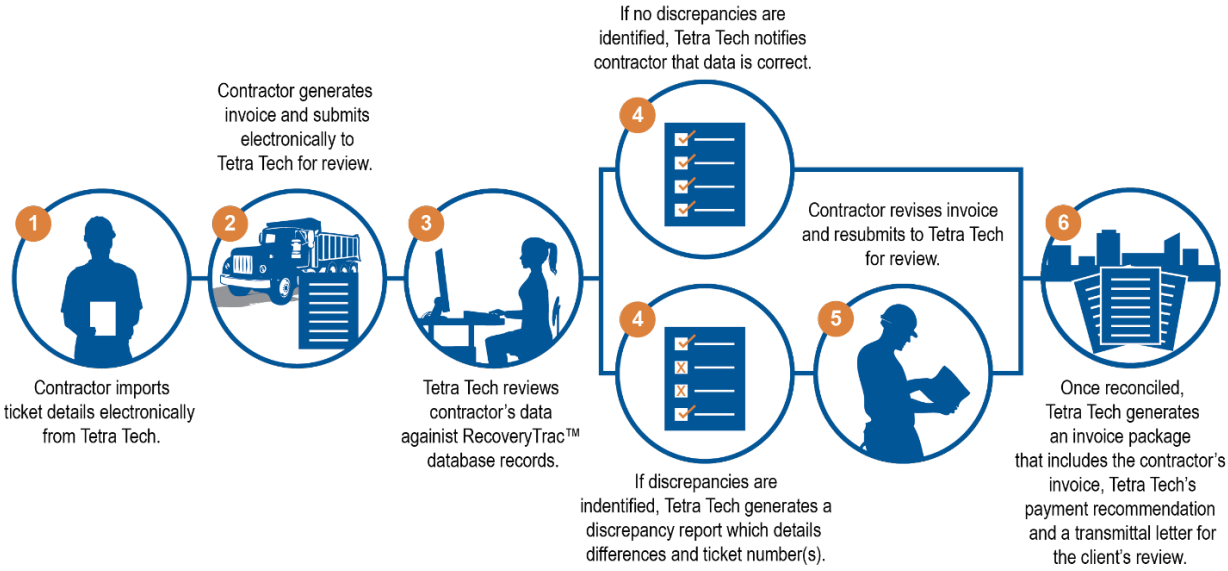
Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with

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sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice. The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Contractor Invoice Reconciliation Process



Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from RecoveryTrac™ using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. RecoveryTrac™ Fleet history including individual route history can be downloaded and is available over the life of the project.

Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-geospatial data would be provided in Microsoft Excel format, as directed by the County. The data formats provided do not require a RecoveryTrac™ license.

Monitor Training Program

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

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Health and Safety

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

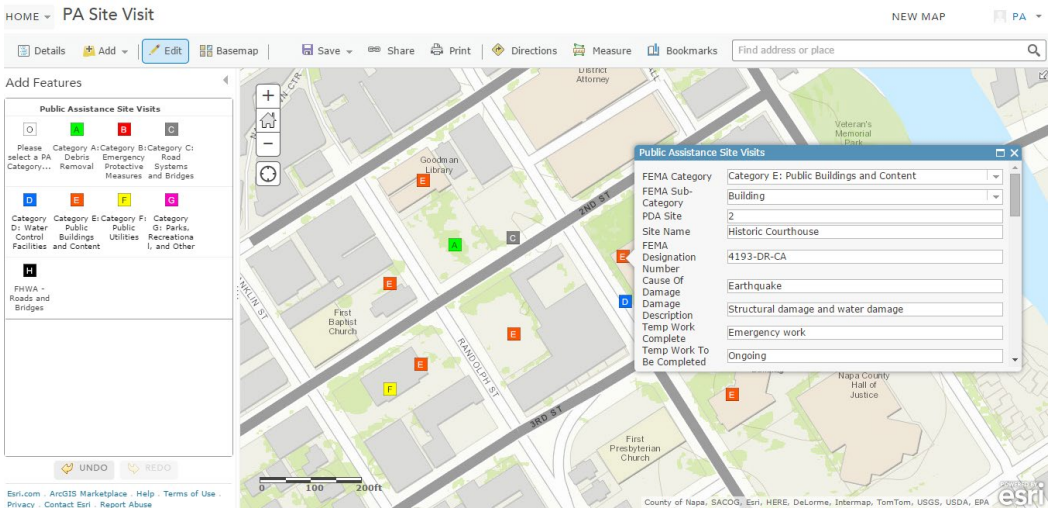
Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Damage Assessment

Following a disaster, the County will need to evaluate County-wide damages and identify priorities. Preliminary damage assessments are a critical component to the County receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech's ADMS technology, RecoveryTrac™, would be used to conduct damage assessments and collect supporting data including photo documentation of damages. The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. See Exhibit 3-15 for a sample image of Tetra Tech's web-based damage assessment report.

Damage Assessment Report



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Grant Management Consulting Services

Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA PA Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement. **Our team's record of success spans over 300 state and local government clients in response to over 58 declared presidential disasters, representing the recovery of more than $6 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.**

Having a national firm with broad capabilities allows the County to bring in the right skills and background for the required scope of work and funding source. From engineers with technical capabilities (i.e., transit, road/bridge, water/wastewater, cost estimating) to former federal and state emergency management officials included on our project team, our team has direct experience with the following grant programs:

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program[1] (FMA)
- FEMA Public Assistance (PA) Program
- Pre-Disaster Mitigation (PDM)
- Federal Highway Administration-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program

Tetra Tech has comprehensive experience working with the CDBG and CDBG-DR programs and has a successful record of helping communities across the region bolster recovery efforts and long-term resilience. Tetra Tech has applied our expertise in the CDBG-DR program to help numerous communities navigate complex program requirements, including the development of action plans, consolidated plans, grant management, application procedures, and compliance review among other services.

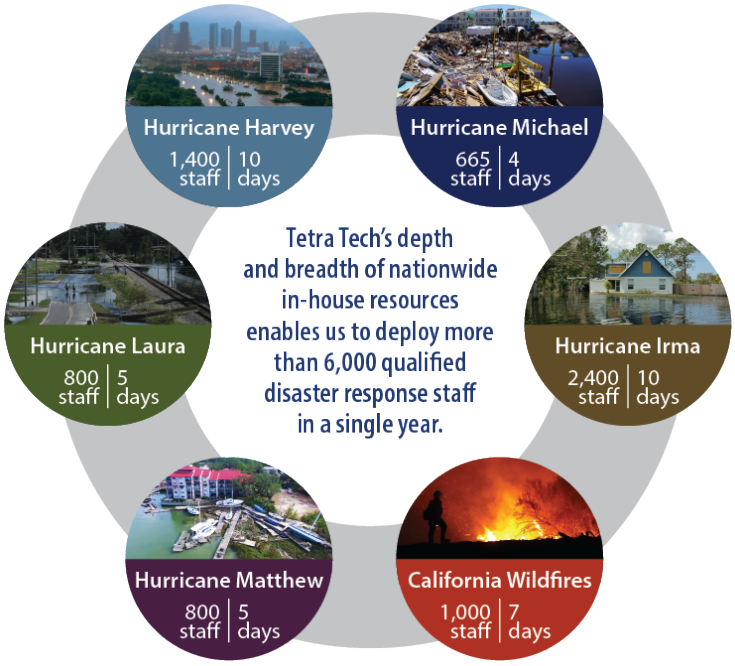
[1]Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

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3. Personnel Resources and Assessment Ability, and Entity Financial and Technical Resources

Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or disaster.

Since 1990, Tetra Tech has been providing comprehensive emergency response services to both governmental and private clients. We have continuously supported the U.S. Environmental Protection Agency's (EPA) Emergency Response and Removal program since 1995, serving as prime contractor or subcontractor in eight of the ten regions. Over this time, we provided technical consulting expertise on nearly 2,000 emergency response efforts nationwide. Our team has responded to all types of incidents, including natural disasters such as floods, wildfires, tornadoes, and hurricanes; chemical fires, oil spills, and pipeline ruptures, releases of unknown hazardous substances, chemical and biological agents.



Tetra Tech routinely responds within 24 hours of receiving notice-to-proceed, and is always ready to provide adequate staff based on client needs. Our ability to respond rapidly is accelerated by utilizing the following:

- **Incident Command System Structure:** Our projects are operated under the Incident Command System (ICS) structure, and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- **Immediate Response Staffing Plan:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Division and local hires. Upon notice of a potential mission assignment, a core management team will be assigned to provide a coordinated response immediately. Our management team consists of several senior staff from our incident management team with specific roles in Operations, Logistics and Human Resources.
- **Ability to Hire Rapidly:** Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- **Fully Stocked Warehouse of Equipment:** Tetra Tech maintains a warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice

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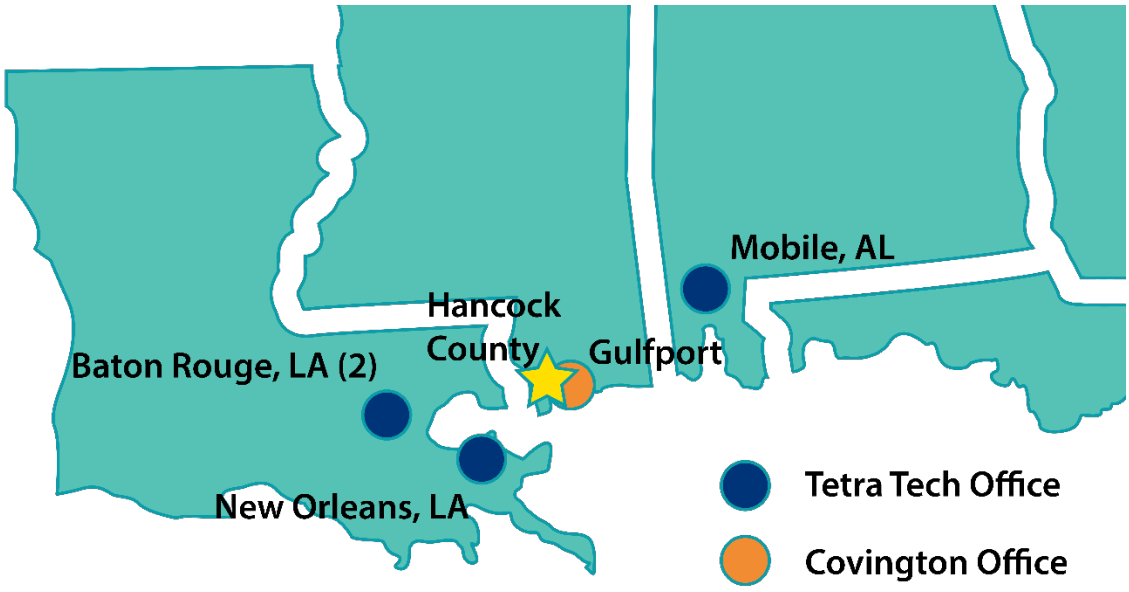
Personnel Resources and Assessment Ability

The Tetra Tech disaster recovery team consists of experienced emergency managers, disaster preparedness specialists, engineers, surveyors, and hazardous waste technicians with hands-on management experience in recent disasters and emergencies. Disaster recovery is what we do, and it is what our scalable team is designed for. Our disaster recovery division is supported by **more than 250 full-time employees,** including:

9	38	42	55	35
Project Principals	Project Managers	Operations Managers	Field Supervisors	Project Coordinators

Nearby Office Locations

We know that having a local staff and presence facilitates a quick response. Tetra Tech offers local staff based near Hancock County, as well as a network of nearby office locations. Tetra Tech also maintains a warehouse with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. In addition to our warehouse, Tetra Tech owns a fleet of project-ready supply and satellite trailers that can be mobilized at a moment's notice. Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.



Five offices within 125 miles of Hancock County, MIssissippi

Financial Resources

Tetra Tech is a financially sound and successful firm with fiscal year 2020 annual revenues of more than $3 billion and approximately 20,000 employees. Tetra Tech has a Dun & Bradstreet rating of 5A2. To demonstrate the firm's solid financial performance, a short version of our most recent 10K Report has been included at the end of this section. However, a complete copy of our financial reports can be found at: https://investor.tetratech.com/financials/annual-reports/default.aspx.

Fed Tax ID: 95-4148514
DUNS: 080106449
Cage Code: 0YEM5

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Technical Resources

RecoveryTrac™ Automated Debris Management System

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

Our proprietary ADMS technology, RecoveryTrac™, is one of only three systems validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented RecoveryTrac™ ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's RecoveryTrac™ ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

RecoveryTrac Key Facts

- Owned and operated by Tetra Tech
- Over 6,000 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

- **Most Tested ADMS in the Industry.** RecoveryTrac™ is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as RecoveryTrac™.**
- **Most Stable and Secure ADMS System.** RecoveryTrac™ is the industry leader in secure data systems. The RecoveryTrac™ system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.
- **Unmatched Flexibility to Meet the Needs of Any Client.** The system is designed to be fully customizable and allows for multiple data collection methods. Tetra Tech has invested heavily in research and development in efforts to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations. RecoveryTrac™ is the result of these efforts.
- **Unrestricted by Hardware.** Because RecoveryTrac™ utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks 6,000 units, and can expand to fit any client's needs, including multiple simultaneous activations.

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Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 6,000 handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost-Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

Truck Tracking. For the 2020 Hurricane Season and beyond, our system is now capable of providing the County with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations, or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

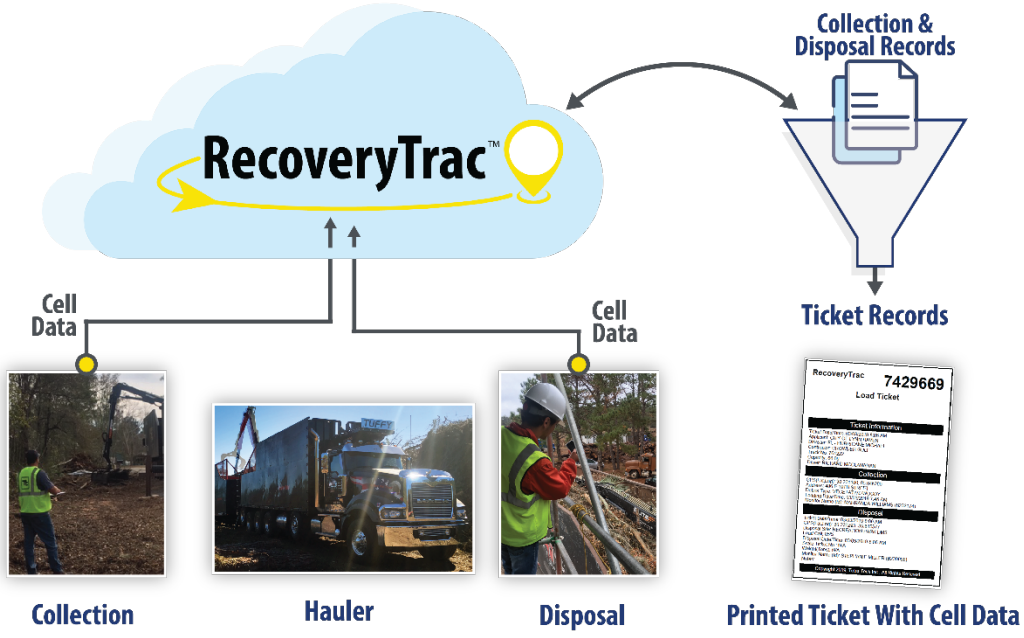
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The RecoveryTrac™ Process

The steps of the RecoveryTrac™ process are as follows:

STEP 01	The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
STEP 02	A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
STEP 03	Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
STEP 04	When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
STEP 05	The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called Look Ahead, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
STEP 06	The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
STEP 07	The debris site/tower monitor confirms the truck and debris type and enters the load call.
STEP 08	Finally, the disposal load ticket is printed, and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.



Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

Because of our previous experience, we have several ready-to-use components already built and ready to deploy. These components can be quickly re-purposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

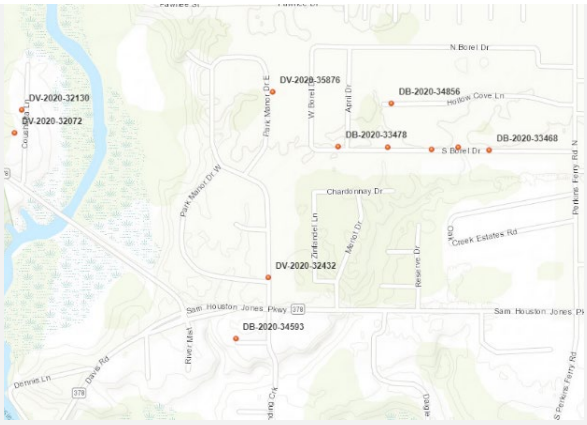
Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

Industry standard **ArcGIS Feature** Services security deliver RecoveryTrac™ ADMS data serve as foundational building block for the applications.

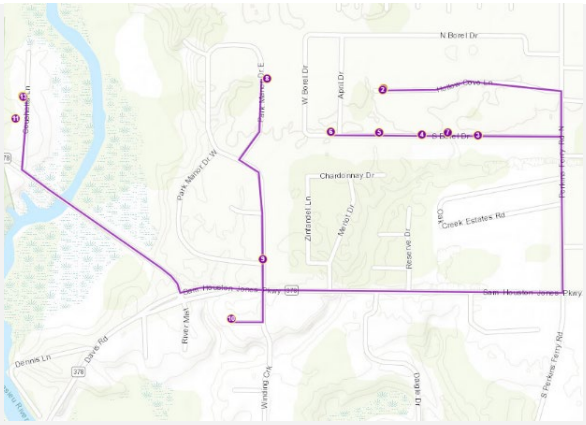
Services:

- RT/RecoveryTrac_DebrisAuditData_RT2020 (FeatureServer)
- RT/RecoveryTrac_DebrisAuditData_RT2020 (MapServer)
- RT/RecoveryTrac_DebrisRemovalData_RT2020 (FeatureServer)
- RT/RecoveryTrac_DebrisRemovalData_RT2020 (MapServer)
- RT/RecoveryTrac_MonitorLocations_v1 (MapServer)
- RT/RT2018_ProjectBoundaryData_v1 (FeatureServer)
- RT/RT2018_ProjectBoundaryData_v1 (MapServer)
- RT/RT2018_ProjectZoneData_v1 (FeatureServer)
- RT/RT2018_ProjectZoneData_v1 (MapServer)
- RT/RT2018_SiteObservationsIncidentData_v1 (FeatureServer)
- RT/RT2018_SiteObservationsIncidentData_v1 (MapServer)
- RT/RT2020_ProjectZoneData_v1 (FeatureServer)
- RT/RT2020_ProjectZoneData_v1 (MapServer)

Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.

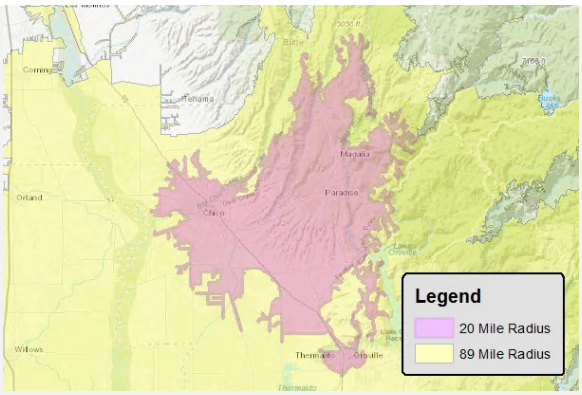


Work lists can be generated by RecoveryTrac™ and **optimized routes** generated for work crews to complete as the routes are completed, the locations can be marked complete.



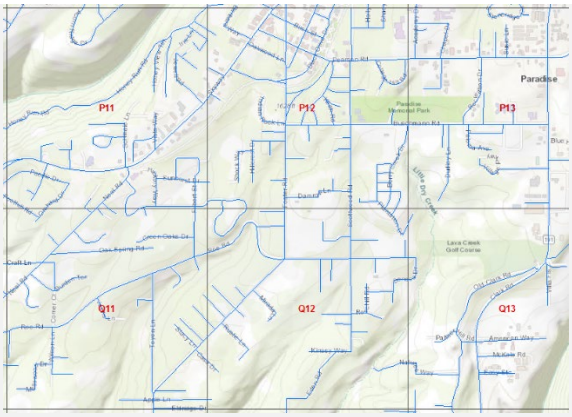
Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

The **Driving Distance Analysis** tool is used to calculate estimated drive distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

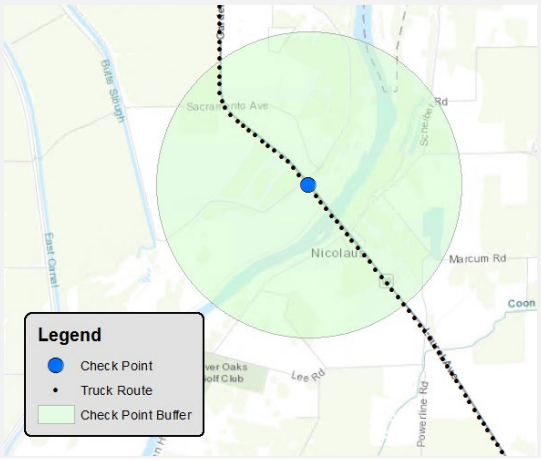


The **Standardized ROW Grid Index** layout available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps

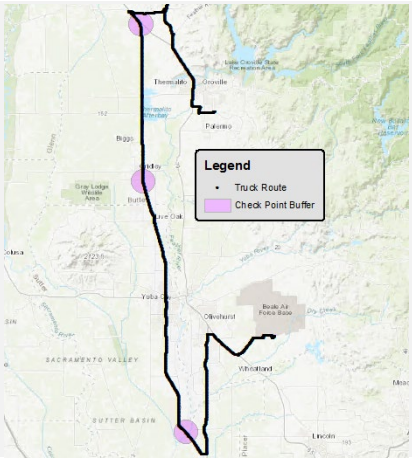
Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



An **automation tool** built to validate routes taken to TDSRS/DMS. When a vehicle enters a check point buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



RecoveryTrac™ **fleet tracking data** is available to provide complete route information. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for County requests.



Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Tetra Tech maintains a warehouse with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. **Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.** The table below lists available equipment and facilities readily available upon activation.

Available Resource List

Field Documents Currently in Our Warehouse	
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	5,000
ADMS Ticket Stubs	800,000
Haul Out Ticket Stubs	300,000
Placards	5,500
Kits	
Project Manager Kits (1 Per 100 Monitors)	40
Project Coordinator Kits (1 Per 100 Monitors)	40
Human Resources Kits (1 Per 100 Monitors)	40
Collection Monitor Kits (1 Per 25 Monitors)	90
Disposal Monitor Kits (1 Kit Per Disposal Site)	100
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	40
Equipment**	
Laptops	400
Mifi (Mobile Wiireless)	90
High Speed Scanners	70
Printers	45
Mobile Command Office	2
Gas Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	To Be Obtained from Pre-Contracted Vendor

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability*
*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

4. Contractor Integrity

Tetra Tech is an organization with strong values of responsibility and integrity. Our code of conduct contains general guidelines for conducting business with the highest standards of ethics and outlines the standards which all of our employees are required to uphold.

In addition to reviewing and acknowledging our Code of Conduct, all employees must complete Tetra Tech's required Ethics & Compliance training upon joining the company and then regularly thereafter. We also provide additional training on a wide range of important topics including bribery and corruption, diversity and inclusion, health and safety, and information security. Training is available in English, French, Portuguese, and Spanish.

Tetra Tech Core Principles

- **Service:** Tetra Tech puts its clients first. We listen better to understand our clients' needs and deliver smart, cost-effective solutions that meet those needs
- **Value:** Tetra Tech takes on our clients' problems as if they were our own. We develop and implement real-world solutions that are cost-effective, efficient, and practical.
- **Excellence:** Tetra Tech brings superior technical capability, disciplined project management, and excellence in safety and quality to all of our work.
- **Opportunity:** Our people are our number one asset. Our workforce is diverse and includes leading experts in our fields. Our entrepreneurial nature and commitment to success provide challenges and opportunities for all of our associates.

Commitment to Hancock County

Tetra Tech follows a deliberate process of RFP evaluation, project capacity assessment, and client compatibility review before undertaking project work. Our management team dedicates extensive time to deliberate on whether or not a particular opportunity aligns with Tetra Tech's strategic and operational response plan, which allows our housing and recovery practice to pursue only the contracts we are confident we can serve with utmost dedication to quality, compliance, and consideration.

We do not over-commit, and we do not over-extend. We are committed to providing a consistent and coordinated team to successfully staff and complete this project and affirm our ability to support Hancock County's disaster response.

Whistleblower Program: Ethics Violation Reporting

Anyone who observes or experiences behavior that runs counter to Tetra Tech's Corporate Code of Conduct, can report it by contacting the below resources. This information is provided to Tetra Tech's employees in 35 languages.

- Contacting Tetra Tech's General Counsel/Chief Compliance Officer
- Tetra Tech's anonymous, **24-hour-a-day Ethics Hotline**: dial **+1 800-886-2577** . Our third-party hotline provider, NAVEX Global, provides additional local whistleblower hotline numbers for our employees around the world.
- Tetra Tech's anonymous online reporting portal at tetratech.ethicspoint.com. Information provided through EthicsPoint, a solution by third-party provider, NAVEX Global, can be sent to Tetra Tech on a completely confidential and anonymous basis.

Bribery and Corruption

Bribery means giving or receiving an unearned reward to influence someone's behavior. One common form of bribery is a "kickback" which is an unearned reward following favorable treatment. Corruption is any unlawful or improper behavior that seeks to gain an advantage through illegitimate means. Facilitating payments are payments made to officials with the intention of expediting an administrative process. Conflicts of interest are situations in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.

Tetra Tech's policy does not allow for corrupt practices in any form. Bribery is an illegal, criminal offense and violates the Corporate Code of Conduct Policy. Tetra Tech employees should avoid situations in which their private interests or those of their family members conflict or appear to conflict with the interests of the Company. Employees may not solicit or accept salaries, fees, commissions or any other item of value from contractors, suppliers, customers, consultants, or other persons and organizations doing business with the Company. For more information on our policies regarding bribery and corruption including gifts, meals, entertainment, political contributions, kickbacks, improper payments, and conflicts of interest, please see our Corporate Code of Conduct Policy.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Tetra Tech is subject to the terms and requirements of the Foreign Corrupt Practices Act ("FCPA"), which is part of the Securities Exchange Act of 1934, as amended. The FCPA generally prohibits payments by companies and their representatives to foreign (i.e., non-U.S.) government and quasi-government officials to secure business. While this policy is based on a United States law, all employees of Tetra Tech need to be in compliance with this policy. It is the Company's policy to comply fully with the requirements of the FCPA.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

5. Knowledge of and Familiarity of Projects Such as Those Needed For this Project

Similar to the services being requested by the County, our team has successfully assisted over 320 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures. The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County.

Debris Removal Monitoring Services – Hurricane Zeta

City of Gulfport, Mississippi | November 2020 – February 2021

The City of Gulfport is the second largest City in the State of Mississippi, with a population of approximately 68,000. Like all communities along the Gulf Coast, the City is highly susceptible to tropical weather impacts from multiple directions. The City, and the greater State of Mississippi, were severely impacted by Hurricane Zeta - the 27th named storm and 11th hurricane of the exceptionally active 2020 Atlantic hurricane season. Hurricane Zeta caused power outages and significant quantities of debris throughout the City. Tetra Tech responded within hours after the storm's impact to begin damage assessments and formulated a debris management mobilization.



Reference: Wayne Miller, Public Works Director
1410 24th Street, Gulfport, MS 39501
Phone: (228) 868-5740
Email: wmiller@gulfport-ms.gov

As part of our debris monitoring mobilization, we hired and trained more than 25 debris monitors within 72 hours and as many as 75 monitors at the peak of the project. Tetra Tech monitored the collection of **more than 400,000 cubic yards** and over 11,500 hazardous limbs and trees. Our work includes monitoring disposal at two debris management sites and one final disposal site.

Previously, Tetra Tech served as the City's disaster debris monitoring provider following Hurricane Katrina in 2005, which made landfall as a Category 4 storm, and was one of the largest debris operations in U.S. history at the time. The Tetra Tech Team was successful in assisting the City to develop a $43 million project worksheet, of which $21.5 million was federally obligated for spending almost immediately. Upon receiving funding, our team assisted the City in initiating its ROW debris removal operation, ROW leaner and hanger removal program and debris removal from City parks. Additionally, our team assisted the City with several other debris removal programs, including hazardous food waste removal, residential and commercial private property debris removal; small craft harbor debris removal and vehicle and boat removal.

Disaster Debris Monitoring Services – Hurricane Zeta

City of Diamondhead, Mississippi | December 2020 – January 2021

The City of Diamondhead was impacted by Hurricane Zeta in late October 2020, causing significant quantities of debris across the City. The City called upon Tetra Tech and Covington to assist the City through the disaster debris removal process.

Our team rapidly mobilized to ramp-up debris operations and assisted in hiring and training local Mississippi residents to serve as debris monitors. Our team assisted the City in initiating its right-of-way (ROW) debris removal operation and ROW leaner and hanger removal operations. In total, Tetra Tech monitored the collection of **more than 200,000 cubic yards** of debris and over 2,300 hazardous limbs and trees.



5000 Diamondhead Circle, Diamondhead, MS 39525
Phone: (228) 222-4626 x. 1802
Email: mreso@diamondhead.ms.gov

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Disaster Debris Monitoring Services – Hurricane Sally

City of Pensacola, Florida | September 2020 - Current

The City of Pensacola is located in the Florida Panhandle of northwest Florida. Over the last 20 years, the City has been impacted by numerous disaster events including Hurricane Ivan, Hurricane Dennis, the Deepwater Horizon Oil Spill, and a major flooding event. In September of 2020, Hurricane Sally strengthened into a Category 2 hurricane just prior to landfall near the Florida-Alabama border and significantly impacted the City.



Reference: John Pittman, Sanitation Director
2759 North Palafox Street, Pensacola, FL 32501
Phone: (850) 860-2334
Email: jpittman@cityofpensacola.com

Hurricane Sally resulted in significant wind and storm surge related damage. The storm generated significant quantities of debris and devastated much of the marine infrastructure in the City. Tetra Tech has been serving as the City's disaster debris monitoring provider since 2004 following Hurricane Ivan. We were engaged with the City in the days before Sally's impact and responded to the City's Sanitation Department within hours after its impact to begin damage assessments and formulated a debris management mobilization.

As part of our Pensacola debris monitoring mobilization, we hired and trained more than 75 debris monitors within 72 hours. Tetra Tech monitored the collection of **more than 500,000 cubic yards** and over 4,500 hazardous trees. We monitored disposal at three debris management sites and two final disposal sites. Our monitoring efforts included both the contract debris haulers vehicles as well as City of Pensacola trucks that assisted in the debris mission. In addition to traditional debris monitoring services, Tetra Tech assisted the City in identifying and opening additional debris management sites and assisted the City in cost-justifying a major amendment to the debris hauler's contract.

Hurricanes Dennis and Ivan (2005 – 2008)

The City of Five Flags, Pensacola, took a direct hit from a near Category 4 Hurricane Ivan during the summer of 2004. A significant portion of the City of Pensacola's oak canopy was brought down. Our firm was retained by the City of Pensacola to provide comprehensive disaster program management assistance.

One of Tetra Tech's (*formerly SAIC)* initial tasks was to identify and qualify potential temporary debris storage and reduction sites (TDSRS). Our team conducted preliminary field inspections of each temporary debris storage and reduction site (TDSRS) location to determine sustainability, ability to permit, proximity of schools, etc. Our team conducted field inspections with Florida Department of Environmental Protection (FDEP) and developed site operation plans for each TDSRS location as required by FDEP.

Additionally, our team prepared the required FDEP, FEMA, Division of Forestry reports. Our team worked with the debris contractors to ensure TDSRS locations were restored to pre-event conditions and photographed the locations after close-out to document the restoration process.

Our team worked closely with the City of Pensacola contract debris hauler to develop zone maps and design a collection strategy for removing debris from the streets. Our team also monitored the tree work (leaners and hangers). In total our team monitored the removal of almost 1.5 million cubic yards of debris.

Tetra Tech also developed a database for tracking the thousands of load tickets that were issued over the course of the clean-up effort. Our team provided daily report summaries via email to the City of Pensacola staff in order to keep them apprised of the recovery effort.

Tetra Tech also prepared several appeals for the City of Pensacola which resulted in recovering approximately $3 million in FEMA funding that had been initially deobligated.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

6. Hourly Rates

To the extent that Hancock County requests Tetra Tech's assistance, the following positions and hourly rates shall apply. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

Proposed Hourly Rates

Position	Hourly Rate
Project Manager	$ 75.00
Lead Monitor	$ 48.00
Site Monitor	$ 30.50
Field Monitor	$ 30.50

7.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Appendix A

The following supporting information has been included in this section:

- Résumés
- Mississippi Good Standing Certificate
- Abbreviated 10-K

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

TETRA TECH

Jonathan Burgiel

Business Unit President, Disaster Recovery

EXPERIENCE SUMMARY

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

EDUCATION

University of Central Florida
Master of Business Administration, 1989

Tufts University
Bachelor of Arts, Economics, 1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

GRANT EXPERIENCE

- FEMA PA
- CDBG-DR
- HMGP

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4286 SC Hurricane Matthew
- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornados
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

30+ years

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Principal in Charge (November 2018 – Present)

Florida Department of Economic Opportunity | HUD CBDG-DR Rehab/Reconstruction Program

Mr. Burgiel serves as program manager for Tetra Tech's performance of housing rehabilitation and reconstruction related environmental services associated with the State of Florida's $615.9 million HUD CDBG-DR grant associated with Hurricane Irma. Overseeing Tetra Tech staff's development of approximately 6,000 Tier 2s, 3,000 lead risk assessments, review of 8 Tier 1s, and other specialized environmental services (e.g., CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Principal in Charge (October 2018 – Present)

Texas General Land Office | HUD CBDG-DR Housing Rehab/Reconstruction Program

Mr. Burgiel is currently serving as program manager for Tetra Tech's performance of housing rehab and reconstruction related environmental services associated with the State of Texas' $5.024 billion HUD CDBG-DR grant associated with Hurricane Harvey. Overseeing Tetra Tech staff's development of approximately 3,500 Tier 2s, 1,700 lead risk assessments, and other specialized environmental services (CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Principal-in-Charge (October 2015–Present)

Richland County South Carolina | Comprehensive Post-Disaster Flood Support Services

Following the State of South Carolina's 1,000-year flooding event that took place from October 1–5, 2015, Mr. Burgiel led a team of Tetra Tech staff to provide comprehensive disaster recovery services to Richland County immediately following the historic flooding event. Services included but were not limited to FEMA PA reimbursement support, procurement package development for over 270 road and bridge repairs, well testing and disinfection program management, a post-disaster outstanding needs assessment, flood mitigation planning support, grant funding strategic plan development, and coordination and technical support activities among the County, State and FEMA agencies.

Principal-in-Charge (October 2015–October 2016)

Lexington County, South Carolina | HUD CDBG-DR Residential Buyout Programs

Mr. Burgiel served as principal-in-charge of Lexington County's residential buyout programs funded by HUD CDBG-DR grant funds. As part of this effort, Tetra Tech is providing comprehensive housing buyout activity services including applicant outreach, buy-out packet preparation and demolition cost estimating, oversite of demolition contractor activities, payment recommendation and project close out on over 100 homes. The work involves management of over $16 million of HUD CDBG-DR grants.

Principal-in-Charge (May 2015–October 2015)

Hays County/City of Wimberley Texas | Post-Disaster Flood Support Services

Following the historic flooding event along the Blanco River where over 20 people perished, Mr. Burgiel provided technical support in the Hays County, Texas Emergency Operations Center (EOC) during and immediately following the flooding disaster. As part of these services, Mr. Burgiel supported the County and City of Wimberley in providing expert technical advice associated with providing the County/City appropriate measure for responding to the event and methods for best tracking the County's disaster-related costs to maximize the County's/City's FEMA reimbursement post-disaster. Mr. Burgiel was instrumental in standing up the County right-of-way debris removal program and subsequently obtaining approval for a private property debris removal (PPDR) program from FEMA to cover the extensive debris that remained along and in the Blanco River, which created a future health and safety hazard to the County and City.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Senior Management (April 2012-May 2013)

State of Vermont | Federal Grant Management Services

Following Hurricane Irene, the State of Vermont faced the daunting task of maintaining critical operations. Under Mr. Burgiel's direction, within 48 hours our team deployed a team of experts to the state emergency operations center (EOC). Mr. Burgiel and our grant management team provided consulting services and managed the recovery process. Our team collected, reviewed, and offered technical assistance to applicants on their Hazard Mitigation Grant Program (HMGP) applications.

Senior Management (September 2008-January 2009)

Harris County, Texas | Hurricane Ike Disaster Debris Program Management

In 2008, Hurricane Ike made landfall in Texas, causing extensive damage to Harris County, the fourth largest county in the United States. Mr. Burgiel rode out the storm in Harris County's EOC and assisted with the deployment of our response team following the storm. Our team assisted with monitoring and cost reimbursement for over 2.5 million cubic yards of debris from the public right-of-way (ROW) in response to Hurricane Ike.

Senior Management (September 2004-September 2009)

City of Orlando, Florida | Disaster Debris Program Management

Mr. Burgiel served in a senior leadership role and assisted the City of Orlando with a range of storm recovery monitoring and management activities. Mr. Burgiel was responsible for managing a full support team involved with staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup. Our team's assistance enabled the City of Orlando to promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (February-April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2004-2005)

City of Boca Raton, Florida | Hurricane Frances Disaster Recovery and Debris Cleanup Management

Following Hurricane Frances, Mr. Burgiel supervised the responsive deployment of support teams, assisted with staging operations, and managed scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup.

Project Management (September – October 2001)

Sarasota County, Florida | Tropical Storm Gabrielle Disaster Debris Program Management

As a result of Tropical Storm Gabrielle in 2001, Sarasota County required assistance with logistics, staging operations, and load inspections for storm debris cleanup performed by contract haulers. As project manager for the project, Mr. Burgiel assisted Sarasota County with scheduling, dispatching, and logistics operations for the field inspectors assigned for storm debris cleanup.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

TETRA TECH

Chuck McLendon
Senior Director

EXPERIENCE SUMMARY

Mr. McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 29 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Career highlights include:

- Experienced Executive Program Manager with over 29 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Served as Principal in Charge for upwards of 30 major disaster activations including projects totaling more than 100 million cubic yards of debris and upwards of $2.5 billion in FEMA PA reimbursement.
- Major experience in the legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 (“the Super Circular”)

RELEVANT EXPERIENCE

Hurricane Sally (2020)

City of Pensacola, FL and Okaloosa County, FL

The City of Pensacola and Okaloosa County, FL have been long-standing clients of Mr. McLendon. Following the impact of Hurricane Sally, Mr. McLendon provided senior advisory services to include explanations of the FEMA Category A program as well as procurement assistance. Chuck has also provided senior level oversight to ensure that our response crews are meeting client expectations.

Hurricane Florence (2018)

Boiling Spring Lakes, NC and Briarcliff Acres, SC

Following Hurricane Florence, Mr. McLendon provided disaster debris monitoring and FEMA grant management related services to the City of Boiling Spring Lakes, NC and the Town of Briarcliffe Acres, SC (through a contract with the Horry County Solid Waste Authority). Monitoring work including debris management site permitting, right of way collection, hazardous tree removal, and household hazardous waste collection.

Hurricane Irma (2017)

Numerous Central Florida Jurisdictions

Following Hurricane Irma in September of 2017, Mr. McLendon provided

YEARS OF EXPERIENCE

29 years

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Debris Monitoring
- Solid Waste Routing and Efficiency
- Private Property Debris Removal
- Cost of Service Evaluations
- Emergency Management
- Damage Assessment
- Utility Engineering/Consulting
- Program Management
- Public Outreach/ Communications
- Procurement (2CFR)
- Environmental Permitting
- Grant Management

DISASTERS

- DR4564FL, Hurricane Sally
- DR-4559LA, Hurricane Laura
- DR-4393NC, Hurricane Florence
- DR 4337FL, Hurricane Irma
- DR-4283FL, Hurricane Matthew
- DR-4241SC, Severe Flooding
- DR-4138FL, Severe Flooding
- DR-1971AL, Tornado Outbreak
- DR-4024VA, Hurricane Irene
- DR-1791TX, Hurricane Ike
- DR-1786LA, Hurricane Gustav
- DR-1603LA, Hurricane Katrina
- BP Deepwater Horizon Oil Spill

EDUCATION

Bachelor of Science, Business Marketing, Florida State University, 1991

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senior oversight of debris monitoring operations across seven counties – including Seminole, Lake, and Volusia counties in Central Florida. Chuck was responsible for assembling project management and support teams to include policy and field operations expertise. In total, he oversaw a team of over 1,000 personnel that accounted for nearly 6 million cubic yards of debris removal. This work included implementation and tracking of Private Property Debris Removal (PPDR) programs within each of the seven counties managed.

Hurricane Matthew (2016)

St. Johns and Flagler Counties, Florida

Mr. McLendon served as Principal in Charge for the debris monitoring mission in St. Johns County and Flagler County, Florida following Hurricane Matthew. Chuck oversaw the removal of more than 1.1 million cubic yards of debris from public and private roads as well as debris removal efforts along nearly 27 miles of county-maintained beach. In addition to providing daily oversight of the debris removal mission, Mr. McLendon was regularly relied upon by County staff for policy guidance related to the County's overall recovery effort.

Hurricane Matthew (2016)

City of Flagler Beach, Florida

In the immediate aftermath of Hurricane Matthew, Mr. McLendon assisted Flagler Beach in the implementation of a debris monitoring program as well as various other post-disaster advisory services. We assisted the City in negotiations with the City's disposal site for the hurricane generated debris. We also helped the City to clean up with the waste water treatment plant site as part of a separate non-FEMA reimbursable contract. On numerous occasions, we provided input to City staff on FEMA reimbursement including procurement policies.

Hurricane Isaac (2012)

Jefferson Parish, Louisiana

Mr. McLendon served as Principal in Charge and Project Manager to Jefferson Parish following Hurricane Isaac in 2012. A very minor hit in comparison to Hurricane Katrina, the County still had very high expectations for a rapid debris removal program. Mr. McLendon organized a strong team that the provided right of way debris removal as well as staffing at citizens convenience sites.

Northern Alabama Tornados Debris Monitoring (2011)

U.S. Army Corps of Engineers

Mr. McLendon served as Principal in Charge in supporting a QC team activated to support the debris management mission in Tuscaloosa, AL following the 2011 northern Alabama tornado outbreak. Mr. McLendon was essential in ensuring that the project was properly staffed with trained individuals to support the USACE mission.

Hurricanes Katrina and Gustav (2007-2009)

City of New Orleans, Louisiana

Mr. McLendon served as Principal in Charge for several recovery efforts for the City of New Orleans including the City's residential demolition program following Hurricane Katrina as well the overall response effort following Hurricane Gustav. Mr. McLendon assisted project management staff in the development of a complex legal and environmental process to allow for the demolition of flood-damaged structures to occur within the City and oversaw the demolition of some 2,000 residential structures. This work included a complex legal condemnation process, selective salvage of historically significant architectural items, environmental testing, utility disconnects, and environmental monitoring. Later, Mr. McLendon served as Principal in Charge for debris management efforts in the City following Hurricane Gustav.

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TETRA TECH

Ralph Natale
Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 13-year career.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 895,000 hazardous trees totaling over $470 million dollars of reimbursed invoices.

FEATURED RELEVANT EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served as a senior consultant and subject matter expert on the following projects:

- State of California Camp Fire Response 2018- present
- USACE | NorCal Wildfires, 2017 – 2018
- State of California | SoCal Wildfires, 2018 – present
- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike, severe droughts, May 2015 floods (June 2009–Present), Hurricane Harvey (June 2009–Present)
- State of Connecticut | Interagency Debris Management Task Force (August 2010–Present)
- City of New Orleans, Louisiana | Hurricane Isaac (September–December 2012)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Connecticut Department of Transportation | Winter Storm Alfred (October 2011–July 2012)
- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

YEARS OF EXPERIENCE

14 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

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Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects. A representative list of projects he has worked on is included below.

Camp Fire Response
Mr. Natale serves as project manager and is responsible for oversight of debris and environmental work related to the hazardous material removal of over 12,000 parcels located in the County of Butte. This is possibly the largest debris operation in history.

Carr and Mendocino Complex Fire Incident (August 2018 – present)
Mr. Natale serves as project manager and is responsible for oversight of debris and environmental work related to the hazardous material removal of over 1,300 parcels located in Shasta and Lake Counties.

Northern California (NORCAL) Wildfire Response (November 2017-Present)
Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four county response.

Ventura California Wildfire Response (February 2018 – Present)
Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four county response.

Florida Department of Environmental Protection (2016-2018)
Mr. Natale serves as principal in charge for FDEP waterways debris removal programs (wet debris). Unlike conventional debris removal programs that are well established every waterways program needs a level of customization. Mr. Natale has provided this oversight working with the State of Florida, FEMA and the local counties that recovery was being conducted. Counties worked post Matthews and Irma include; Nassau, St. Johns, Ventura, Brevard, Monroe, Collier, Lee.

Detwiler Fire (August 2017-Present) and Helena Fire (September 2017- Present) California Fire Response
Following the catastrophic fires that impacted California in the fall of 2017, Mr. Natale has been overseeing disposal operations for both the Detwiler and Helena Fires. Under Mr. Natale's direction, the Tetra Tech team was responsible for the hazard assessment of over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates.

Clayton Valley Fire California Fire Response (October 2016-January 2017)
As senior program manager, Mr. Natale was responsible for coordinating project management staff, overseeing health and safety operations, and responsible for overall completion of the project. He also oversaw the Tetra Tech team that conducted OSHA personal sampling, air monitoring, and sampling during the duration of the project to ensure protectiveness to public health during cleanup operations.

CalRecycle | Erskine Fire (July 2016–October 2016)
As principal in charge for the Erskine wildfire recovery project, Mr. Natale oversaw operations including staffing, safety, field logistics, task force dispatching, training, and other daily activities. The Erskine fire was the second-

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most destructive fire of the California wildfire season that year, burning nearly 50,000 acres, and destroying over 100 buildings. Debris removal was performed on 302 fire-damaged sites, and under Mr. Natale's oversight the firm provided management and support staff for the CalRecycle/Cal Office of Emergency Services (OES) incident command system for the duration of the program.

California | Valley and Butte Fire (October 2015–2016)
Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acers of forests and destroyed over 2,000 homes, with recovery costs of over $300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)
Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

State of Connecticut | Hurricane Sandy Statewide Debris Monitoring Operations (October–December 2012)
Mr. Natale oversaw statewide debris monitoring operations in response to Hurricane Sandy. Mt. Natale led our team in responding to nine municipalities spread over 100 miles, including but not limited to the Town of Fairfield, City of New London, and the Town of Greenwich.

City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)
Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

State of Connecticut | Winter Strom Alfred Statewide Debris Monitoring Operations (October 2011–April 2012)
Mr. Natale oversaw efforts to coordinate with 12 individual local governments and 45 Connecticut Department of Transportation towns to collect more than 1.5 million CYs of vegetative debris and remove over 100,000 hazardous trees.

Mr. Natale has provides senior management on the following projects:

- City of New Orleans, Louisiana | Hurricane Katrina Residential Demolitions (April 2010–Present)
- Bastrop County, Texas | Wildfires (September 2011–August 2013)
- City of Cedar Rapids, Iowa | Severe Flooding (May 2010–June 2011)
- University of Iowa | 2008 Severe Flooding (March 2012–Present)
- City of Houston, Texas | Standing Dead Trees (May 2010–June 2011)
- Terrebonne Parish, Louisiana | Hurricane Ike (July 2010–February 2011)
- State of Connecticut Hurricane Irene (September 2011–November 2011)

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TETRA TECH

Jeffrey Dickerson
Technical Applications Manager

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations for the firm.

Mr. Dickerson has led the development and support of Tetra Tech's automated debris management system (ADMS), RecoveryTrac™. As one of only three systems validated by the USACE, it is the preferred provider by the USACE debris contractors, providing ADMS services to 6 of 8 USACE districts globally. RecoveryTrac's flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, RecoveryTrac's web-based data feeds enable direct integration into client GIS and emergency management systems.

Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

FEATURED EXPERIENCE

GIS/ADMS Applications Manager (October 2017–July 2018)

Sonoma, Napa, Lake and Mendocino Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

As part of a FEMA-Army Corps of Engineers (ACE) contractor team, Mr. Dickerson supported the deployment and data management of the ACE compliant ADMS and GIS technologies to automate documentation of the private property hazard removal and fire debris removal mission. Mission assignment also included site assessment and environmental remediation sampling. To date, over 3,450 properties have been assessed, sampled and fire debris removed generating nearly 761,000 tons of debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document FEMA, ACE, and California environmental requirements.

Lead Field Manager (November 2017– March 2018)

U.S. Virgin Islands | Hurricane Maria

Following the destruction caused by Hurricane Maria, the U.S. Army Corps of Engineers (USACE) was tasked with the mission to remove and dispose of disaster debris. Tetra Tech was contracted by one of the USACE awarded contractors to provide ADMS management and documentation of debris

YEARS OF EXPERIENCE

30 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4340 Hurricane Maria
- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science, Nuclear Engineering Technology, 1997

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removal activities. Mr. Dickerson served as Lead Field Manager and was responsible for the management and implementation of RecoveryTrac™ to document debris removal efforts.

GIS/ADMS Applications Manager (October 2015–August 2016)

Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures were, demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

ADMS and Logistics Manager (May 2015–August 2015)

State of Texas | Severe Flooding Debris and Hazard Removal Program Management

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS Field Application Manager (November 2014–May 2015)

City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management

Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

GIS/ADMS Application Manager (February 2014–June 2014)

States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

ADMS Application Manager (October 2013–December 2013)

State of New Jersey Department Environmental Protection | Hurricane Sandy Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 45 handheld devices for waterway debris and sediment removal for two-thirds of New Jersey's coastline. The RecoveyTrac™ work documentation module was heavily used to document the step-by-step progress. Over 58,000 photos documenting the collection and disposal of the debris and sediment were recorded.

ADMS Application Manager (August 2012–July 2013)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handhelds units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress.

ADMS Application Manager (September 2011–June 2013)

City of Houston, Texas | Drought & Wildfires Debris Removal Monitoring

Mr. Dickerson managed the multi-year logistics and deployment of ADMS technology, including over 25 handheld devices in a multi-phased removal of thousands of trees following a severe drought documenting over 260,000 cubic yards of debris. His responsibilities include the deployment, support, and staff training of the ADMS mobile system and development of custom mapping and reports.

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TETRA TECH

John Buri

Principal & Director, FEMA Reimbursement Specialist

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **$3 billion:** His work has represented over $3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **$142 million:** Served as program manager for $142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 clients**: Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

FEATURED RELEVANT EXPERIENCE

Multi-year Emergency Management & Disaster Recovery Services

City of Houston, Texas; Program Manager

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials, congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits

YEARS OF EXPERIENCE

16 Years

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA 404 HMGP
- FEMA HMA

DISASTERS

- 4245 TX Flood
- 4241 SC Flood
- 4240 CA Wildfire
- 4223 TX Flood
- 4222 OK Flood
- 4193 Napa Earthquake
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornados

EDUCATION

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

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- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security
- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Disaster Grant Management Consulting – 2013 Front Range Flood

Boulder County, Colorado, Program Manager

- Overall responsibility for the management and performance of our task order for $8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of $300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.
- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives

Multi-year Emergency Management & Disaster Recovery Services

Montgomery County, Texas

- Managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272)
- Directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program.
- Served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

Subject Matter Expert/Senior Management Oversight (October 2015-Ongoing)

Richland County, South Carolina | Public Assistance Consulting

Mr. Buri has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. Mr. Buri has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Program Manager (May 2015 – 2016)

Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)

Mr. Buri is currently leading the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that . This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

Program Manager (July 2010-September 2012)

Port of Galveston, Texas | Hurricane Ike Federal Grant Administration

Mr. Buri provided senior management oversight in assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Buri's management and guidance, the Port of Galveston received more than $40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

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Subject Matter Expert/Senior Management Oversight (May 2015-Ongoing)

City of Houston, Texas | Disaster Debris Monitoring and Public Assistance Consulting

Following the May 2015 Memorial Day Flood in Houston, Mr. Buri worked closely with the City of Houston's Disaster Recovery team on debris and FEMA reimbursement related issues. Mr. Buri developed operational plans, press releases, USACE/FEMA coordination, and daily progress reports along with contractor and force account labor documentation for submission to FEMA.

Subject Matter Expert/Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Buri provided subject matter expertise in the development and implementation of numerous protocols and procedures to effectively manage the New Jersey Department of Environmental Protection's (NJDEP) waterways debris removal program. Mr. Buri oversaw the implementation of our automated debris management system (ADMS) technology, which increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to the excellent senior and project management provided by our team, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

Senior Management Oversight (September 2012-December 2012)

City of New Orleans, Jefferson Parish, St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Buri provided senior management oversight and operational and client support for the debris monitoring efforts following Hurricane Isaac to numerous communities in the State of Louisiana following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 cubic yards of debris.

Senior Management Oversight/Client Liaison (September 2011–August 2013)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Buri provided senior management oversight to Bastrop County's disaster recovery operations following the most devastating wildfires in Texas history. With 1,700 structures destroyed, Mr. Buri was vital in obtaining expedited PWs, coordinating directly with FEMA to develop disaster-specific documentation protocols, and orchestrating interlocal coordination with county municipalities, electrical co-ops, and regulatory agencies.

Senior Management Oversight (January 2012-October 2013)

State of Vermont | Hurricane Irene FEMA HMGP Application, Administration, and Implementation

In the wake of Hurricane Irene, the State of Vermont Emergency Management Department engaged our team to assist with its mitigation process. This included consulting services to evaluate the feasibility of submitting an application for the buyout of substantially damaged or destroyed structures and the elevation of less damaged structures under the FEMA HMGP. Within 48 hours, our team deployed a team of experts to the State of Vermont EOC to manage all aspects of these processes. Beginning with applicant outreach and program setup, the project team collected, reviewed, and offered technical assistance to applicants on their HMGP applications to ensure that applications are completed per program timelines and stand a good chance of being awarded through the $23 million HMGP grant. As a result of the quality and timeliness of our team's work on the HMGP applications, the State sought our team's assistance with a number of FEMA PA-related issues, including grant management of the State's Waterbury Office Complex, which was severely flooded.

Regional Program Manager (September 2008–September 2010)

State of Texas – 78 Total Clients | Hurricane Ike Comprehensive Debris Management Operations and FEMA PA Administration and Management

Following Hurricane Ike, Mr. Buri served as regional program manager and provided senior management for approximately 78 clients in the state of Texas. Mr. Buri was instrumental in the immediate mobilization of our team and provided a full range of services and client support to each client. Mr. Buri also provided management and guidance to each client to ensure they received FEMA reimbursement.

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TETRA TECH

Oliver Yao

Senior Management, Business Manager

EXPERIENCE SUMMARY

Mr. Oliver Yao serves as a financial analyst for post disaster programs at Tetra Tech, Inc. Mr. Yao has over twelve years of industry experience in the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition, Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs and the documentation requirements. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. Due to his understanding, Mr. Yao is able to support all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements. This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS). Mr. Yao also has extensive experience assisting Florida communities with debris management services. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

RELEVANT EXPERIENCE

Senior Management and Data Oversight (October 2018–Present)

Florida | Hurricane Michael Program Management

Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao currently provides senior management and data oversight for multiple projects in Florida including the cities of Lynn Haven, Springfield, and Callaway. Recovery efforts include private property debris removal and structural demolitions.

Senior Management and Data Oversight (September 2018–December 2018)

North Carolina | Hurricane Florence Program Management

Hurricane Florence impacted North Carolina in September of 2018. Mr. Yao provided senior management and data oversight for multiple projects in North Carolina including the counties of Onslow, Lenoir, and Craven.

YEARS OF EXPERIENCE

12 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Disaster Debris Management
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS
- Emergency Management Planning

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4283 FL Hurricane Matthew
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer School of Business
Master of Business Administration, 2006

Rollins College
Bachelor of Arts, Economics, 2003

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Senior Management and Data Oversight (August 2017–April 2018)

City of Houston, Texas | Hurricane Harvey Program Management

The southwest region of Texas was substantially impacted by Hurricane Harvey and the torrential rainfall amounts the system brought to the region. The City of Houston activated the monitoring and program management services of Tetra Tech. Mr. Yao provided senior management and data oversight to the project. To date, over 1.2 million cubic yards of debris have been collected in the City as a result of Hurricane Harvey.

Senior Management and Data Oversight (September 2016–July 2017)

Volusia County; St. Johns County; Flagler County; Brevard County, Florida | Hurricane Matthew Program Management

The jurisdictions of Volusia County, St. Johns County, Flagler County, and Brevard County were among the many Florida communities impacted by Hurricane Matthew in September of 2016. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Florida projects. He supported the projects by developing health and safety plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Senior Management and Data Oversight (May 2015–July 2015)

Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Texas projects. He supported the projects by developing health and safety plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Debris Management Consultant (April 2015–June 2015)

Sarasota County, Florida | Pre-Event Disaster Planning Services

Mr. Yao served as a debris management subject matter expert and assisted Sarasota County, Florida with the development of their scope of services for disaster debris removal services. As part of the County project team, Mr. Yao also assisted in responding to vendor questions and developing an analysis of vendor rates.

Debris Management Consultant (April 2015–September 2015)

City of Winter Springs, Florida | FEMA-Compliant Disaster Debris Management Plan

Mr. Yao assisted the City in developing their first DDMP in 2007. As such, the City requested Mr. Yao's assistance in updating the City plan to meet current FEMA guidelines as well as compliance under the FEMA Public Assistance Alternative Procedures (PAAP) Pilot Program. Mr. Yao collaborated with the City to update their DDMP. Mr. Yao also facilitated a force account workshop to train the City's key staff on updated documentation policies and procedures as they relate to force account labor and equipment.

Debris Management Consultant (March 2015–August 2015)

City of Sarasota, Florida | FEMA-Compliant Disaster Debris Management Plan

The City of Sarasota, Florida requested Tetra Tech's assistance to update their DDMP to meet FEMA requirements under the FEMA PAAP Pilot Program. Mr. Yao assisted the City in updating the City's plan to meet FEMA guidelines as well as industry best practices. As a result, the City's DDMP was approved by FEMA as compliant under the FEMA PAAP Pilot Program.

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TETRA TECH

Simon Carlyle
Project Principal

EXPERIENCE SUMMARY

Mr. Simon Carlyle has been directly involved in all phases of disaster recovery efforts, and has developed significant knowledge of federal, state, and local regulations, allowing him to provide program and project management in response to some of the largest debris-generating disasters in the nation, including Hurricanes Irma, Harvey, Matthew, Isaac, Irene, Katrina, Rita, Wilma, Gustav, Ike, and Sandy as well as numerous ice storms, wildfires, flooding events, and other natural disasters.

FEATURED EXPERIENCE

Senior Management Oversight (September 2020 – Ongoing)
Hurricane Sally | Baldwin County, Florida
Mr. Carlyle was coordinated with County officials and the solid waste department before and after Hurricane Sally hit the area. Mr. Carlyle assisted with setting up infrastructure and staffing. Mr. Carlyle oversees coordination with the County's debris removal contractor, and assists with daily reporting to County officials and stakeholders. To date, Tetra Tech has monitored the debris removal of over 120,000 cubic yards of debris.

Regional Manager (August 2020 – Ongoing)
Hurricane Laura | Multiple Louisiana Communities
Hurricane Laura has made a devastating impact on the State of Louisiana, making landfall as a category 4 storm. Mr. Carlyle is currently responding to 10 Cities and Parishes across Louisiana, managing multiple debris monitoring operations.

Regional Manager (April – May 2020)
Easter Tornado Outbreak | Multiple South Carolina Communities
Over Easter weekend 2019, the State of South Carolina suffered a severe tornado outbreak, with over 22 tornadoes recorded by the National Weather Service. Our team responded to the 2020 Tornado outbreak, to support force account debris removal operations and provided debris site quality control. Mr. Carlyle managed multiple projects in response to the tornado outbreak, managing the tracking and quantification of force account debris removal projects and ensured proper disposal at local disposal sites.

Regional Manager (September 2019 – November 2019)
Tropical Storm Imelda | Jefferson County & Orange County, Texas
Tropical Storm Imelda impacted the gulf coast of Texas in September 2019, causing an estimate of $5 billion dollars. Tetra Tech assisted several Texas communities with the subsequent disaster debris removal program. Mr. Carlyle served as a regional project manager for Jefferson County and Orange County Texas, two longtime Tetra Tech clients. Mr. Carlyle managed the removal of roughly 100,000 cubic yards of debris.

YEARS OF EXPERIENCE

15 Years

AREA OF EXPERTISE

- Disaster Debris Management
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement
- Debris Site Permitting
- Public Information Campaigns
- Project Staffing
- Contract Management
- Public Information

DISASTERS

- 4466 TX TS Imelda
- 4464 SC Hurricane Dorian
- 4419 AL Tornado
- 4400 GA Hurricane Michael
- 4393 NC Hurricane Florence
- 4344 CA Wildfire
- 4337 FL Hurricane Irma
- 4339 PR Hurricane Maria
- 4332 TX Hurricane Harvey
- 4280 FL Hurricane Hermine
- 4272 TX Severe Flooding
- 4269 TX Severe Flooding
- 4087 NJ Hurricane Sandy
- 4084 LA Hurricane Isaac
- 4029 TX Wildfires
- 4024 NC Hurricane Irene
- 4106 CT Winter Storm
- 3268 NY Snowstorm
- 1791 TX Hurricane Ike
- 1786 LA Hurricane Gustav
- 1676 MO Winter Storms
- 1609 FL Hurricane Wilma
- 1606 TX Hurricane Rita
- 1602 LA Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety

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Regional Manager (September 2017 – June 2018)

Multiple Clients in the State of Florida | Hurricane Irma

Hurricane Irma was the most powerful storm to make landfall in Florida since Hurricane Wilma in 2005. In the immediate aftermath, Mr. Carlyle was deployed to the Gulf Coast of Florida, serving as a regional manager for nearly 20 Cities and Counties including:

- Hillsborough County
- Pasco County
- Pinellas County
- City of Clearwater
- City of Dunedin
- City of Pinellas Park
- City of St. Petersburg
- City of Tampa
- Sarasota County
- Orange County

As regional manager, Mr. Carlyle is responsible for communicating with City and County administrators, scheduling debris removal operations, overseeing training, project staffing and data management, ensuring that debris and documentation remains accurate, representing clients in meetings with State and Federal officials, and coordination between County and City/Town government.

Regional Manager (August 2017 – December 2018)

Multiple Clients in the State of Texas | Hurricane Harvey

In the wake of Hurricane Harvey, Mr. Carlyle was immediately deployed to the State of Texas, serving as a regional manager for multiple communities damaged by the storm. During the initial ramp-up of debris operations, Mr. Carlyle worked directly with impacted Cities, Counties, and respective communities, scheduling debris removal operations and task orders, and communicating all project matters related to the County's cities and towns to City and County staff. These clients included:

- Brazoria County
- City of Pearland
- City of League City
- City of Pasadena
- City of Dickinson
- City of Corpus Christi
- Nueces County
- County of Orange
- County of Galveston

Client Manager (August 2012–November 2012)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

In anticipation of Hurricane Isaac making landfall in Louisiana, Mr. Carlyle mobilized and immediately responded to the Parish post landfall. Mr. Carlyle helped the Parish address and identify primary areas of concern, identify temporary disposal site locations, and establish protocols for a FEMA-approved modified property debris removal. Mr. Carlyle worked closely with the Parish's public information officer to develop daily press briefings and assisted with the Parish's overall public information campaign. Mr. Carlyle also facilitated initial coordination meetings with FEMA officials, state representatives, and the Parish's hauler. Mr. Carlyle followed through on our team's promise to the Parish and staffed entirely local Parish residents for the disaster recovery monitoring program.

Quality Assurance/Quality Control (November 2007–November 2008)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

As part of the project team for the demolition program, Mr. Carlyle was responsible for ensuring all utilities were shut off and all required paperwork was complete prior to demolition.

Project Manager (February 2006–August 2006)

City of Waveland, Mississippi | Hurricane Katrina Public and Private Property Debris Removal Program Management

The City of Waveland is considered by many to be "ground zero" of Hurricane Katrina, which made landfall on August 29, 2005, as a Category 4 hurricane with sustained winds of 145 miles per hour. Mr. Carlyle helped to initiate the City of Waveland's right-of-way debris removal operation and right-of-way leaner and hanger removal program and to coordinate debris removal from City parks.

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COVINGTON
CIVIL AND ENVIRONMENTAL

BEN BENVENUTTI, P.E.



EDUCATION
B.S. (Civil Engineering), 2007; University of Mississippi, Oxford, Mississippi

CERTIFICATIONS
Professional Engineer (MS, LA, AL, FL)

PROFESSIONAL EXPERIENCE
Mr. Benvenutti is the Principal Engineer at Covington Civil and Environmental. He has over 12 years' experience planning, permitting, designing, and managing projects along the Gulf Coast. As the Principal Engineer at Covington, Mr. Benvenutti maintains client relationships and provides technical guidance on the execution of complex projects. Mr. Benvenutti has direct debris monitoring and management experience related to Hurricane Zeta, Tropical Storm Cristobal, Hurricane Cindy, Hurricane Katrina and Hurricane Gustav.

Harrison County, Mississippi (Hurricane Zeta): Following the aftermath of Hurricane Zeta, Harrison County has begun mobilizing contractors and monitors for debris removal operations across the entire county. Mr. Benvenutti is supporting this operation as a debris specialist assisting Harrison County. Responsibilities included the training of field staff positions; directing and managing subconsultants' responsibilities; truck certifications; managing subconsultant invoices; and overall coordination duties.

Harrison County, Mississippi (Tropical Storm Cristobal): Following the aftermath of Tropical Storm Cristobal, Harrison County completed debris removal operations along 26 miles of sand beach. Mr. Benvenutti served as a debris specialist assisting Harrison County. Responsibilities included the training of field staff positions; directing and managing subconsultants' responsibilities; truck certifications; managing subconsultant invoices; and overall coordination duties.

Ascension Parish, Louisiana (Hurricane Gustav): Following the aftermath of Hurricane Gustav in 2008, Ascension Parish received approximately $12 million in federal aid to support their disaster debris clean-up efforts. Mr. Benvenutti assisted in developing and creating the debris monitoring program for Ascension Parish. Responsibilities included the training of field staff positions; directing and managing subconsultants' responsibilities; truck certifications; coordinating weekly progress meetings with the client, FEMA officials and State debris officials; managing subconsultant invoices; managing the reconciliation of contractor invoices subject to client approval; and overall coordination duties. Ascension Parish was awarded 100 percent of all federal and state disaster debris funding available to them.

St. Tammany Parish, Louisiana (Hurricane Katrina): Mr. Benvenutti served as a project coordinator and roving inspector for the disaster clean-up efforts in St. Tammany Parish.

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TETRA TECH

James Scott Simpson
Project Manager

EXPERIENCE SUMMARY

Mr. Simpson is an experienced professional providing program management services for response and recovery. He has supported projects in the states of California, Louisiana, North Carolina, and Texas, where he was responsible for supervision and scheduling of staff and daily safety briefings. In addition, Mr. Simpson has previous knowledge of working in construction / plant maintenance, and has experience in interpreting and reading blueprints, diagrams and drawings.

YEARS OF EXPERIENCE

20 years

AREA OF EXPERTISE

- QA/QC
- OSHA Standards
- Welding Safety
- Crane/Hoist

DISASTERS

- 4466 TX Imelda
- 5278 CA Camp Fire
- 5259 CA Carr Fire
- 4382 CA Wildfires
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4240 CA Wildfires
- 4223 TX Severe Storms

TRAINING/CERTIFICATIONS

- OSHA
- HAZMAT

EDUCATION

Texas State Technical College, Occupational Safety and Health, 1994

Wharton County Junior College, General Studies, 1989

RELEVANT EXPERIENCE

Project Manager (2020)

Orange County, TX | Tropical Storm Imelda

In early 2020, Tetra Tech was engaged by Orange County, Texas to help quantify, track and reconcile invoices associated with the reduction and final disposal of Tropical Storm Imelda debris that remained at the County's debris manager Site. Mr. Simpson oversaw day-to-day operations, staff scheduling, and ensured compliance with State disposal regulations.

Project Manager (2019)

City of Dickinson, TX | Hurricane Harvey, Regional Drainage

The effects of Hurricane Harvey on East Texas extended well beyond debris on pubic Rights-of-Way. Downed trees and debris also presented a danger to the area's natural drainage and canal system. Working with the City of Dickenson, TX, Mr. Simpson assisted with the coordination of debris removal from waterways and canals that meandered through multiple municipalities (applicants) with multiple reimbursement stakeholders (Municipal, State, FEMA, NRCS).

Division Supervisor (2018)

Carr Fire, CA – CalRecycle

Mr. Simpson served as a Division Supervisor for the Carr Fire recovery effort in Shasta County, CA. He oversaw task force leaders assigned to materials receiving sites.

Operations Manager (2018)

Hidalgo County, TX | Severe Storms and Flooding

Mr. Simpson served as Operation Manager following severe storms and flooding in Hidalgo County, TX. This project consisted of 24-hour operations to collect and discharge flood waters within two precincts in the County. Mr. Simpson oversaw the operations for the evening shift. This including providing QA/QC of field staff, health and safety, dispatch, and verification of field documentation.

Operations Manager (2017)

Santa Rosa County, CA | Northern California Firestorm

Mr. Simpson assisted in documenting and verifying time and materials services rendered to the County to support debris removal related to the Big Sur Fire. Mr. Simpson documented labor and equipment such as water trucks,

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excavators, box end trailers, tub grinders, and other equipment activated by the County to support debris removal efforts.

Project Manager (2017)

Fort Bend County, TX | Hurricane Harvey

Mr. Simpson served as Project Manager for Fort Bend County following Hurricane Harvey. He was responsible for program oversight, task order preparation, forecasting, and quality assurance. To date Tetra Tech has monitored the removal of over 13,500 loads totaling over 458,000 cubic yards of debris.

Project Manager (2016)

Lenoir County, NC | Hurricane Matthew

Tetra Tech provided disaster response monitoring services to Lenoir County after Hurricane Mathew devastated the area in October 2016. Mr. Simpson was responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. He was also responsible for the management of locally hired additional supervisors and field monitors, project timeline, and tasking.

Project Manager (2016)

Saint Martin Parrish, LA | Severe Storms and Flooding

In August 2016, prolonged rainfall in southern parts of the U.S. state of Louisiana resulted in catastrophic flooding that submerged thousands of houses and businesses. Mr. Simpson was responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations.

Field Supervisor (2016)

Calaveras County, CA | Butte Wildfire Disaster

Following catastrophic fires that impacted Calaveras County in September 2015, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Simpson served as field supervisor for the project, which entailed 12,000 ROW and private property trees that were located on 86 miles or County ROW and 500 private properties.

Field Supervisor (2016)

Houston, TX | Tax Day Floods

In the spring of 2016, much of Eastern Texas was inundated with two devastating flooding events that inundated the region. Mr. Simpson was deployed to the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City (300,000 CYs). Mr. Simpson served as a field supervisor, responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations.

Disposal QC (2015)

San Marcos, TX | Severe Storms and Flooding

Mr. Simpson served as a field supervisor for San Marcos following severe storms and flooding that resulted in the activation of Tetra Tech's contract for debris monitoring services. Mr. Simpson was responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations

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TETRA TECH

Cara DeRouen
Operations Manager

EXPERIENCE SUMMARY

Ms. Cara DeRouen is a data manager for Tetra Tech, Inc., where her understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided her in quality control and oversight of many large projects over the last eleven years. Ms. DeRouen and Tetra Tech have focused on providing complete auditable datasets that maximize reimbursement and are Project Worksheet (PW)-ready.

RELEVANT EXPERIENCE

Operations Manager (September 2017 & September 2018)
Orange County, Texas | Hurricane Harvey, Hurricane Laura)
Ms. DeRouen has served as Operations Manager, and later Project Manager for multiple activations in Orange County. Following Hurricane Harvey. Ms. DeRouen was responsible for program oversight, task order preparation, forecasting, and quality assurance. Ms. DeRouen, at the request of our client, was once again mobilized to Orange County, TX following Hurricane Laura to oversee field operations, dispatch, residential concerns and overall project quality control. In total, Ms. DeRouen has lead teams that have monitored nearly 1,000,000 cubic yards of debris in Orange County.

Project Coordinator (September 2017 – February 2018)
Cities of Nederland, Port Neches, Groves, and Jefferson County, Texas | Hurricane Harvey
Ms. DeRouen served as a project coordinator for multiple communities following Hurricane Harvey, including the cities of Nederland, Port Neches, Groves, and Jefferson County, Texas. Ms. DeRouen was responsible for the coordination of timesheets, monitor dispatch, contractor invoicing, and assisted with human resources efforts.

Data Manager (October 2016 – April 2017)
Beaufort County, South Carolina | Hurricane Matthew
Ms. DeRouen served as data manager for Beaufort County, South Carolina, as a result of the severe impacts of Hurricane Matthew. Our team monitored the removal of over 1.6 million cubic yards of debris for Beaufort County in response to Hurricane Matthew.

Data Manager (November 2009 – December 2009)
Arkansas Fish & Game Commission | Ice Storm
Ms. DeRouen served as data manager for the State of Arkansas, following a severe ice storm in 2009, which caused over $180 million in damage across 30 counties. Tetra Tech successfully coordinated the removal of almost 30,000 hazardous trees and over 20,000 dangerous hanging limbs from the wildlife management areas providing a safe place for public recreation.

YEARS OF EXPERIENCE

11 years

AREA OF EXPERTISE

- Data Management
- Quality Assurance/ Quality Control
- Collection/Disposal Monitoring
- Leaner/Hanger Removal
- Waterway Debris Removal
- FEMA Eligibility and Documentation
- Private Property Debris Removal
- Geospatial Data Management

DISASTERS

- Hurricane Laura
- Hurricane Harvey
- Hurricane Matthew
- 2009 Ice Storm
- Hurricane Ike

TRAINING/CERTIFICATIONS

- 30 FEMA and Incident Command System Certification

EDUCATION

Western Governor's University

Bachelor of Science – Human Resources, 2015

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Data Manager (September 2008 – September 2010)

Galveston, Texas | Hurricane Ike

As a data manager, Ms. DeRouen was responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. Collectively our team oversaw the removal and collection of 1.1 million cubic yards of mixed debris, 150,000 cubic yards of debris-laden beach sand in the public right of way following the storm, nearly 1 million pounds of household hazardous waste, 2,900 dangerous trees or limbs, 45,000 appliances, 6,000 electronic waste items, 3,000 pounds of animal carcasses, and nearly 500 flooded and abandoned vehicles.

Data Manager (June 2008 – February 2009)

Chambers County, Texas | Hurricane Ike

Ms. DeRouen served as data manager and ran the data center in Chambers County, Texas following Hurricane Ike. In total, our team removed approximately 315,000 cubic yards from the public right of way within unincorporated areas and the cities of Winnie, Coves, Beach City, Anuahac and Winfrey.

Data Manager (September 2005 - 2015)

Beaumont, Texas | Hurricane Ike

Ms. DeRouen served as data manager and ran the data center in the City of Beaumont, Texas following Hurricane Ike. Our team's relationship with the City of Beaumont has spanned 10 years of support, multiple activations and audits.

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TETRA TECH

Christopher R. Burns
Environmental Specialist

EXPERIENCE SUMMARY

Mr. Burns has more than 17 years of experience providing management, scientific, and technical consulting services, including private and public sector clients under a variety of technical assistance, CDBG, emergency response, emergency management, planning, and training and exercise programs. Mr. Burns has held various positions throughout his career, including Program Manager, senior project manager, emergency preparedness and response coordinator, technical lead, and incident commander. He has experience overseeing multi-disciplinary teams made of internal and subcontracted staff resources and has managed projects and complex programs with values in excess of $70 million.

RELEVANT EXPERIENCE

U.S. EPA START Program Manager, January 2020-present. Mr. Burns is responsible for ensuring compliance with terms of the contract and work assignments; cost control, monitoring work schedules, budgets, and developing/approving cost estimates; providing monthly status reports on accomplishments, budgets and contract issues; and implementation of HSE policy and procedures to ensure field compliance**.**

U.S. EPA START Readiness Coordinator and Deputy Program Manager, 2014-January 2020. Mr. Burns serves as the US EPA Region 5 readiness Coordinator and Deputy Program Manager. Mr. Burns manages all aspects of deployment readiness and tracks deployment readiness for a 40-person core team of responders and 300 additional reach-back staff. Coordinates on-call schedules and deployments for more than 150 short- and long-term emergency response actions across the six-state region, with mobilization offices and prepositioned staff in Chicago, Minneapolis, Traverse City, Detroit, Cleveland, Cincinnati, Indianapolis, Milwaukee, Green Bay, and St. Louis. Manages the field schedule for the START contract and office employees, with as many as 150+ simultaneous projects with durations ranging from 1 day to 2 years. Manages a preparedness training program, involving approximately 10 training courses and exercises annually for contractor staff. Develops and presents training to keep personnel current on technological advances, data management techniques, and technical disaster management skills necessary to respond to any type of manmade or natural disaster.

Greenfield Trust Program Manager (March 2018-present). Mr. Burns is responsible for overall work performance for all Tetra Tech Greenfield Trust projects ranging in cost from $80,000 to $4 million. Tetra Tech is responsible for large complex remedial design, modeling, implementation, and assessment. Mr. Burns is responsible for overall management of several project managers completing this work across the country.

EDUCATION

B.S., Fisheries and Wildlife Science, Penn State University - 2003

AREAS OF EXPERTISE

Program / Project Management

Wildfire Fire Assessment

CDBG-DR

Emergency Response

Oil Spill Response

Lead and Asbestos

Radiation

KEY TRAINING/ CERTIFICATIONS

40-hour OSHA HAZWOPER with 8-hour Refreshers

Incident Command System Training (100, 200, 300, 301, 400, 700, 800)

IATA Dangerous Goods Shipping Certified

EPA Air Monitoring for Hazardous Materials 165.4, 2007 and 2005 EPA RCRA Compliance and Enforcement Workshop

EPA Sampling for Hazardous Materials 165.9

OFFICE

Chicago, Illinois

YEARS OF EXPERIENCE

17

CONTACT

312-201-7719

Chris.Burns@TetraTech.com

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California Wildfire Environmental Program Manager (October 2016 – present). Mr. Burns has served in management roles overseeing in the field environmental services conducted on 11 of the 12 past California Wildfires. During these responses Mr. Burns has lead the setup, coordination, and overall management of assessing damage, hazardous materials surveys, air monitoring, asbestos assessments, sample collection, and report preparation. Mr. Burns also manages all environmental logistics and staff coordination on these projects.

Camp Fire Incident (January 2019 – present). Incident Commander, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 13,000 parcels in total located in Butte County California. Task under this contract include debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment, traffic management, and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

Carr and Mendocino Complex Fire Incident (August 2018 – January 2020). Incident Commander, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 1300 parcels in total located in Shasta and Lake Counties. Task under this contract include debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

Thomas Fire Incident (January 2018-Decemebr 2018). Incident Commander, responsible for overall completion of all debris and environmental work related to the hazardous material removal of over 700 parcels in Ventura County. Task under this contract include debris removal monitoring, air sampling and monitoring (community and personal), soil sampling and evaluation, site assessment and documentation, financial tracking and invoice reconciliation, data management, erosion plan review and oversight of implementation, and health and safety.

Florida, Texas, South Carolina, North Carolina CDBG Programs (March 2018- January 2020)- Mr. Burns serves as an Environmental Inspection Program Manager for the Lead Based Paint Risk Assessors, Asbestos Inspections, and all other environmental inspections covered under these three CDBG Programs. Mr. Burns is responsible for overall management of over 20 lead-based paint risk assessors completing risk assessment throughout all three states in relation to Hurricane Irma and Matthew.

Restore Louisiana Program (RELA)-CDBG-DR, 2017 to July 2018. Mr. Burns served as an Environmental Inspection Program Manager for the Lead Based Paint Risk Assessors following HUD Guidelines. Mr. Burns is responsible for overall management of 20 lead-based paint risk assessors completing risk assessment throughout Louisiana in relation to the floods of 2016. During this program Tetra Tech completed over 6,000 lead-based paint risk assessments in under 1 year.

Lake Isabella California Fire Response, August 2016-2017. Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During this response Tetra Tech was responsible for assessing (hazard assessment) over 300 parcels of burned area in Southern California. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates. All documentation was collected with collector and I-form technology and uploaded to a central data base to generate deliverable as work was completed daily.

U.S. EPA START Region 3 Project Manager, (June 2008-September 2009). Mr. Burns oversaw the management of several US EPA site assessments and removals under the START III Region 3 Contract. During these projects, Mr. Burns was responsible for work plans, multiple sampling and analysis plans, trip reports, and case study reports. Mr. Burns was responsible for cost control and tracking, staffing, and overall manament of these projects ranging in cost from $25,000 to $250,000.

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TETRA TECH

Joe Benarroch
Data Manager

EXPERIENCE SUMMARY

Mr. Benarroch is a regional data manager and invoice reconciliation manager for Tetra Tech, Inc. As a regional manager Mr. Benarroch is responsible for oversight and management of field data managers and invoice analysts. His areas of expertise include Federal Emergency Management Agency (FEMA) eligibility and documentation requirements, private property debris removal packet management, database management, and project reporting.

Mr. Benarroch also has an in-depth understanding of our Automated Debris Management System (ADMS) RecoveryTrac™. As such he can support the implementation of ADMS in the field as well as establish quality assurance and project reporting.

FEATURED RELEVANT EXPERIENCE

Invoice Reconciliation Manager (January 2019-Present)
CalRecycle | Camp Fire
Mr. Benarroch currently serves as the invoice reconciliation manager for the Camp Fire incident. He provides oversight, quality control, and guidance for the invoice reconciliation leads for each of the three prime debris removal contractors.

Regional Data Manager (October 2018-Present)
State of Florida | Hurricane Michael
Hurricane Michael made landfill in the Florida panhandle as a strong Category 4 hurricane. It caused unpresented damage. Tetra Tech was activated by six clients ranging from the City of Lynn Haven to Wakulla County, Florida. Mr. Benarroch served regional data manager providing QA/QC of project deliverables and reporting. He also served as the invoice reconciliation manager where he oversaw invoice analyst reconciling over $25 million in reimbursable contractor debris removal services.

Regional Data Manager (September 2018- October 2018)
State of North Carolina | Hurricane Florence
Mr. Benarroch was deployed to North Carolina following Hurricane Florence. He served as a regional data manager overseeing multiple data managers assigned to projects in the State. Mr. Benarroch also served as an invoice reconciliation manager where he oversaw invoice analyst reconciling over $13 million in reimbursable contractor debris removal services.

Regional Data Manager (June 2018-August 2018)
State of Connecticut | Connecticut Severe Storms, Tornadoes, and Straight-line Winds Debris Program Management
Following the aftermath of a series of macrobursts that struck the towns of Brookfield, Danbury, New Fairfield, and Southbury, Mr. Benarroch was tasked as the regional data manager to oversee the daily operations and collection of real-time data. Mr. Benarroch supports the implementations of our ADMS

YEARS OF EXPERIENCE
3 years

AREA OF EXPERTISE
- FEMA Compliance Monitoring
- FEMA Reimbursement
- Reimbursement Policies and Procedures
- Data Management
- Invoice Reconciliation
- Database Systems

GRANT EXPERIENCE
- FEMA PA

DISASTERS
- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4385 Connecticut Severe Storms
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4297 Georgia Severe Storms, Tornadoes, and Straight-line Winds
- 4240 Valley & Butte Fire
- 4106 Winter Storm Alfred PW Closeout

EDUCATION
University of Central Florida
Bachelor of Science, Applied Mathematics, 2016

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technology from the creation of the project within our database to the day-to-day use by our field monitoring staff. Quality assurance (QA) and quality control (QC) procedures are supported remotely through custom reporting services. Mr. Benarroch further aides in hauler invoice reconciliation and compliance management against contract documentation.

Senior Data Manager (May 2018-Current)

Collier County, FL | Hurricane Irma Waterway Disaster Debris Removal Program

Mr. Benarroch has been tasked as the senior data manager overseeing the Collier County, FL waterway disaster debris removal program. Mr. Benarroch is responsible for the supervision and inspection of all collected documentation, such as the eligibility of photos against contract requirements, GIS mapping of waterways, and remote database management. In addition, Mr. Benarroch is responsible for all hauler invoice reconciliation and compliance management to contract documentation.

Regional Data Manager (September 2017-August 2018)

State of Florida | Hurricane Irma | Disaster Debris Program Management

Following the aftermath of Hurricane Irma, Mr. Benarroch was deployed as a regional data manager to oversee the daily data operations of the South Florida projects including the Florida Keys and Miami-Dade County. Mr. Benarroch supported the implementation of our ADMS technology through all phases of operations over multiple projects across the region. Mr. Benarroch aided in FEMA compliance management, including QA/QC of right-of-way load collection, and managing the documentation for all hazardous tree and hanger removal for the various programs. Mr. Benarroch was also heavily involved in the hauler invoice reconciliation and project data close out to validate the clients received the proper data and documentation to satisfy all FEMA requirements.

Regional Data Manager (August 2017-June 2018)

State of Texas | Hurricane Harvey | Disaster Debris Program Management

Mr. Benarroch was deployed as a regional data manager following the aftermath of Hurricane Harvey. Mr. Benarroch supported the implementation of our ADMS technology through all phases of operations over multiple projects across the state. Mr. Benarroch aided in FEMA compliance management, including QA/QC of right-of-way load collection. In addition, Mr. Benarroch took on the responsibility of training and establishing local data managers across the state to oversee individual projects. Mr. Benarroch was also involved in the hauler invoice reconciliation and project data close out to validate the clients received the proper data and documentation to satisfy all FEMA requirements.

Financial Recovery Specialist (April 2017–September 2017)

State of Connecticut | Winter Storm Alfred Project Worksheet Management and Closeout

Mr. Benarroch served as the financial recovery specialist during the final FEMA-PA project worksheet (PW) management and closeout resulting from Winter Storm Alfred. He was responsible for the project cost reconciliation of the invoice totals to the totals listed within the PW. The cost analysis involved a detailed review of all force account labor, force account equipment, and contractor backup provided during the FEMA-PA PW write up. Eligibility for both FEMA and the Federal Highway Administration were reviewed for compliance and accuracy. Mr. Benarroch also created and implemented custom reports and documentation for use during the PW closeout.

Data Manager (February 2017 - June 2017)

Dougherty County, Georgia | Georgia Severe Storms, Tornadoes, and Straight-line Winds Debris Removal Program Management

Mr. Benarroch was essential to the Dougherty County debris removal program as a data manager. Mr. Benarroch offered remote support and was heavily involved in the QA/QC checks to validate the client received the proper data and documentation to satisfy all FEMA requirements. These checks involved in-depth reviews of GIS collected data for both load collection and hazardous tree and hanger removal tickets and the managing of physical and digital documentation.

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Michael Watson
SECRETARY OF STATE

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by the laws of Mississippi, to be filed in my office, do hereby certify:

That on the 13th day of January, 2003, the State of Mississippi issued a Charter/ Certificate of Authority to:

TETRA TECH, INC.

That the state of incorporation is Delaware.

That the period of duration is perpetual.

That according to the records of this office, Articles of Dissolution or a Certificate of Withdrawal have not been filed.

That according to the records of this office, a current Annual Report has been delivered to the Office of the Secretary of State.

I further certify that all fees, taxes and penalties owed to this state, as reflected in the records of the Secretary of State, have been paid and that the corporation is in existence or has authority to transact business in Mississippi.

That insofar as the records of this office are concerned, the said TETRA TECH, INC. is in good standing at this time.

Given under my hand and seal of office
the 21st day of April, 2020

Michael Watson

Certificate Number: CN20081580
Verify this certificate online at http://corp.sos.ms.gov/corpconv/verifycertificate.aspx

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended September 27, 2020

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Transition Period from to

Commission File Number 0-19655

TETRA TECH, INC.

(Exact name of registrant as specified in its charter)

Delaware	**95-4148514**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

3475 East Foothill Boulevard, Pasadena, California 91107
(Address of principal executive offices) (Zip Code)

(626) 351-4664
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	TTEK	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on March 29, 2020, was $3.6 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 12, 2020, 53,777,381 shares of the registrant's common stock were outstanding.

DOCUMENT INCORPORATED BY REFERENCE

Portions of registrant's Proxy Statement for its 2021 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Item 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Tetra Tech, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Tetra Tech, Inc. and its subsidiaries (the "Company") as of September 27, 2020 and September 29, 2019, and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three years in the period ended September 27, 2020, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of September 27, 2020, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 27, 2020 and September 29, 2019, and the results of its operations and its cash flows for each of the three years in the period ended September 27, 2020 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 27, 2020, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in fiscal 2020.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

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Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition - Determination of Total Estimated Contract Cost for Fixed-price Contracts

As described in Note 3 to the consolidated financial statements, $1.1 billion of the Company's total revenues for the year ended September 27, 2020 was generated from fixed-price contracts. As disclosed by management, under fixed-price contracts, the Company's clients pay an agreed fixed-amount negotiated in advance for a specified scope of work. Revenue is recognized over time as the related performance obligation is satisfied by transferring control of a promised good or service to the Company's customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects the judgement to faithfully depict the value of the services transferred to the customer. Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. As a result, the Company recognized net favorable operating income adjustments of $0.8 million as of September 27, 2020, exclusive of the amounts related to claims described below. Changes in revenue and cost estimates could also result in a projected loss, determined at the contract level, which would be recorded immediately in earnings. The anticipated losses and estimated cost to complete the related contracts was $13.2 million and $118 million as of September 27, 2020. Claims are amounts in excess of agreed contract prices that the Company seeks to collect from clients or other third parties. Claims were approximately $14 million as of September 27, 2020.

The principal considerations for our determination that performing procedures relating to revenue recognition - determination of total estimated contract cost for fixed-price contracts is a critical audit matter are the significant amount of judgment required by management in determining the total estimated contract cost for fixed-price contracts which, in turn, led to a high degree of auditor judgment, subjectivity and audit effort in performing procedures and in evaluating the audit evidence obtained related to the total estimated contract costs for fixed-price contracts with cumulative catch-up adjustments, anticipated losses or claims.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over the determination of total estimated contract cost for fixed-price contracts. These procedures also included, among others, (i) evaluating and testing management's process for determining the total estimated contract cost for a sample of contracts with cumulative catch-up adjustments, anticipated losses or claims, which included evaluating the contract terms and other documents that support those estimates, and testing of underlying contract costs; (ii) assessing management's ability to reasonably estimate total contract costs by performing a comparison of the actual total estimated contract cost as compared with prior period estimates, including evaluating the timely identification of circumstances that may warrant a modification to the total estimated contract cost; and (iii) evaluating, for certain contracts, management's methodologies and assessing the consistency of management's approach over the life of the contract.

Goodwill Impairment Assessment - Asia/Pacific Reporting Unit

As described in Notes 2 and 6 to the consolidated financial statements, the Company's consolidated goodwill balance was $993.5 million as of September 27, 2020, and the goodwill associated with the Asia/Pacific (ASP) reporting unit was $95.5 million. Management performs an annual goodwill impairment review at the beginning of the fiscal fourth quarter, June 29, 2020, or more frequently when an event occurs or circumstances indicate that the carrying value of the asset may not be recoverable. On September 2, 2020, Australia announced that it had fallen into economic recession in the quarter ending in June 2020. Management performed an interim goodwill impairment review of the ASP reporting unit and recorded a $15.8 million goodwill impairment charge. The impairment test for goodwill involves the comparison of the estimated fair value of each reporting unit to the reporting unit's carrying value, including goodwill. Management estimates the fair value of reporting units based on a comparison and weighting of the income approach, specifically the discounted cash flow method and the market

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approach. The development of the present value of future cash flow projections include assumptions and estimates derived from expected revenue growth rates, operating profit margins, discount rates and the terminal growth rates.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of the ASP reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value measurement of the reporting unit ; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures to evaluate management's significant assumptions related to revenue growth rates, operating profit margins, discount rates and terminal growth rates: and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessment, including controls over the valuation of the ASP reporting unit. These procedures also included, among others, (i) testing management's process for developing the fair value estimate; (ii) evaluating the appropriateness of the discounted cash flow method; and the market approach; (iii) testing the completeness and accuracy of underlying data used in the valuation approaches; and (iv) evaluating the significant assumptions used by management related to the expected revenue growth rates, operating margins, discount rates and the terminal growth rates. Evaluating management's assumptions related to expected revenue growth rates and operating profit margins involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting unit; (ii) the consistency with external market and industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow method and market approach and management's assumptions related to the discount rates and terminal growth rates.

/s/ PricewaterhouseCoopers LLP
Los Angeles, California
November 23, 2020

We have served as the Company’s auditor since 2004.

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Tetra Tech, Inc.
Consolidated Balance Sheets
(in thousands, except par value)

ASSETS	September 27, 2020	September 29, 2019
Current assets:		
Cash and cash equivalents	$ 157,515	$ 120,732
Accounts receivable, net	649,035	768,720
Contract assets	92,632	114,324
Prepaid expenses and other current assets	81,094	62,196
Income taxes receivable	19,509	13,820
Total current assets	999,785	1,079,792
Property and equipment, net	35,507	39,441
Right-of-use assets, operating leases	239,396	—
Investments in unconsolidated joint ventures	7,332	6,873
Goodwill	993,498	924,820
Intangible assets, net	13,943	16,440
Deferred tax assets	32,052	28,385
Other long-term assets	57,045	51,657
Total assets	$ 2,378,558	$ 2,147,408
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	$ 111,804	$ 206,609
Accrued compensation	199,801	203,384
Contract liabilities	171,905	165,611
Short-term lease liabilities, operating leases	69,650	—
Current portion of long-term debt and other short-term borrowings	49,264	12,500
Current contingent earn-out liabilities	16,142	24,977
Other current liabilities	174,890	156,873
Total current liabilities	793,456	769,954
Deferred tax liabilities	16,316	12,971
Long-term debt	242,395	263,934
Long-term lease liabilities, operating leases	191,955	—
Long-term contingent earn-out liabilities	16,475	28,015
Other long-term liabilities	80,588	83,070
Commitments and contingencies (Note 17)		
Equity:		
Preferred stock – Authorized, 2,000 shares of $0.01 par value; no shares issued and outstanding at September 27, 2020 and September 29, 2019	—	—
Common stock – Authorized, 150,000 shares of $0.01 par value; issued and outstanding, 53,797 and 54,565 shares at September 27, 2020 and September 29, 2019, respectively	538	546
Additional paid-in capital	—	78,132
Accumulated other comprehensive loss	(161,786)	(160,584)
Retained earnings	1,198,567	1,071,192
Tetra Tech stockholders' equity	1,037,319	989,286
Noncontrolling interests	54	178
Total stockholders' equity	1,037,373	989,464
Total liabilities and stockholders' equity	$ 2,378,558	$ 2,147,408

See accompanying Notes to Consolidated Financial Statements.

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Tetra Tech, Inc.
Consolidated Statements of Income
(in thousands, except per share data)

	Fiscal Year Ended		
	September 27, 2020	**September 29, 2019**	**September 30, 2018**
Revenue	$ 2,994,891	$ 3,107,348	$ 2,964,148
Subcontractor costs	(646,319)	(717,711)	(763,414)
Other costs of revenue	(1,902,037)	(1,981,454)	(1,816,276)
Gross profit	446,535	408,183	384,458
Selling, general and administrative expenses	(204,615)	(200,230)	(190,120)
Acquisition and integration expenses	—	(10,351)	—
Contingent consideration – fair value adjustments	14,971	(1,085)	(4,252)
Impairment of goodwill	(15,800)	(7,755)	—
Income from operations	241,091	188,762	190,086
Interest income	1,375	1,732	1,824
Interest expense	(14,475)	(15,358)	(17,348)
Income before income tax expense	227,991	175,136	174,562
Income tax expense	(54,101)	(16,375)	(37,605)
Net income	173,890	158,761	136,957
Net income attributable to noncontrolling interests	(31)	(93)	(74)
Net income attributable to Tetra Tech	$ 173,859	$ 158,668	$ 136,883
Earnings per share attributable to Tetra Tech:			
Basic	$ 3.21	$ 2.89	$ 2.46
Diluted	$ 3.16	$ 2.84	$ 2.42
Weighted-average common shares outstanding:			
Basic	54,235	54,986	55,670
Diluted	55,022	55,936	56,598

See accompanying Notes to Consolidated Financial Statements.

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Tetra Tech, Inc.
Consolidated Statements of Comprehensive Income
(in thousands)

	Fiscal Year Ended		
	September 27, 2020	September 29, 2019	September 30, 2018
Net income	$ 173,890	$ 158,761	$ 136,957
Other comprehensive income, net of tax			
Foreign currency translation adjustments, net of tax	3,436	(21,109)	(29,656)
(Loss) gain on cash flow hedge valuations, net of tax	(4,638)	(12,125)	806
Other comprehensive loss attributable to Tetra Tech, net of tax	(1,202)	(33,234)	(28,850)
Other comprehensive income (loss) attributable to noncontrolling interests, net of tax	(1)	243	(64)
Comprehensive income, net of tax	$ 172,687	$ 125,770	$ 108,043
Comprehensive income attributable to Tetra Tech, net of tax	$ 172,657	$ 125,434	$ 108,033
Comprehensive income attributable to noncontrolling interests, net of tax	30	336	10
Comprehensive income, net of tax	$ 172,687	$ 125,770	$ 108,043

See accompanying Notes to Consolidated Financial Statements.

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Tetra Tech, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 27, 2020	September 29, 2019	September 30, 2018
Cash flows from operating activities:			
Net income	$ 173,890	$ 158,761	$ 136,957
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	24,611	28,844	38,636
Equity in income of unconsolidated joint ventures	(6,605)	(4,073)	(4,008)
Distributions of earnings from unconsolidated joint ventures	6,310	4,048	3,440
Amortization of stock-based awards	19,424	17,618	19,582
Deferred income taxes	565	(37,615)	(29,360)
Provision for doubtful accounts	1,267	16,964	7,167
Impairment of goodwill	15,800	7,755	—
Fair value adjustments to contingent consideration	(14,971)	1,085	4,252
(Gain) loss on sale of assets and divested business	(11,066)	(232)	1,045
Changes in operating assets and liabilities, net of effects of business acquisitions:			
Accounts receivable and contract assets	154,748	(10,226)	(46,273)
Prepaid expenses and other assets	(11,321)	2,568	(12,638)
Accounts payable	(102,162)	39,011	(16,032)
Accrued compensation	(8,173)	18,359	27,492
Contract liabilities	5,894	(6,039)	15,228
Other liabilities	19,460	(16,929)	24,998
Income taxes receivable/payable	(5,192)	(11,386)	17,596
Cash settled contingent earn-out liability	—	—	(2,349)
Net cash provided by operating activities	262,479	208,513	185,733
Cash flows from investing activities:			
Payments for business acquisitions, net of cash acquired	(68,488)	(84,159)	(68,256)
Capital expenditures	(12,245)	(16,198)	(9,726)
Proceeds from sale of assets and divested business, net	17,710	651	35,348
Net cash used in investing activities	(63,023)	(99,706)	(42,634)
Cash flows from financing activities:			
Proceeds from borrowings	344,991	417,262	401,965
Repayments on long-term debt	(331,066)	(415,491)	(485,946)
Repurchases of common stock	(117,188)	(100,000)	(75,000)
Taxes paid on vested restricted stock	(11,166)	(6,893)	(8,871)
Payments of contingent earn-out liabilities	(22,900)	(12,018)	(1,412)
Debt pre-payment costs	—	—	(1,737)
Stock options exercised	10,334	11,751	13,520
Dividends paid	(34,743)	(29,674)	(24,477)
Principal payments on finance leases	(1,311)	—	—
Net cash used in financing activities	(163,049)	(135,063)	(181,958)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	207	(1,727)	(4,947)
Net increase (decrease) in cash, cash equivalents and restricted cash	36,614	(27,983)	(43,806)
Cash, cash equivalents and restricted cash at beginning of year	120,901	148,884	192,690
Cash, cash equivalents and restricted cash at end of year	$ 157,515	$ 120,901	$ 148,884
Supplemental information:			
Cash paid during the year for:			
Interest	$ 13,256	$ 12,310	$ 15,570
Income taxes, net of refunds received of $1.4 million, $5.2 million and $2.5 million	$ 55,039	$ 66,038	$ 49,842
Reconciliation of cash, cash equivalents and restricted cash:			
Cash and cash equivalents	$ 157,515	$ 120,732	$ 146,185
Restricted cash included in other current assets	—	169	2,699
Total cash, cash equivalents and restricted cash	$ 157,515	$ 120,901	$ 148,884

See accompanying Notes to Consolidated Financial Statements.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

Tetra Tech, Inc.
Consolidated Statements of Equity
Fiscal Years Ended September 30, 2018, September 29, 2019, and September 27, 2020
(in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
BALANCE AT OCTOBER 1, 2017	55,873	$ 559	$ 193,835	$ (98,500)	$ 832,559	$ 928,453	$ 171	$ 928,624
Comprehensive income, net of tax:								
Net income					136,883	136,883	74	136,957
Foreign currency translation adjustments				(29,656)		(29,656)	(64)	(29,720)
Gain on cash flow hedge valuations				806		806		806
Comprehensive income, net of tax						108,033	10	108,043
Distributions paid to noncontrolling interests							(52)	(52)
Cash dividends of $0.44 per common share					(24,477)	(24,477)		(24,477)
Stock-based compensation			19,582			19,582		19,582
Stock options exercised	549	5	13,506			13,511		13,511
Restricted & performance shares released	277	3	(8,874)			(8,871)		(8,871)
Shares issued for Employee Stock Purchase Plan	142	1	5,739			5,740		5,740
Stock repurchases	(1,492)	(15)	(74,985)			(75,000)		(75,000)
BALANCE AT SEPTEMBER 30, 2018	55,349	553	148,803	(127,350)	944,965	966,971	129	967,100
Comprehensive income, net of tax:								
Net income					158,668	158,668	93	158,761
Foreign currency translation adjustments				(21,109)		(21,109)	243	(20,866)
Gain on cash flow hedge valuations				(12,125)		(12,125)		(12,125)
Comprehensive income, net of tax						125,434	336	125,770
Distributions paid to noncontrolling interests							(287)	(287)
Cash dividends of $0.54 per common share					(29,674)	(29,674)		(29,674)
Stock-based compensation			17,618			17,618		17,618
Restricted & performance shares released	183	2	(6,895)			(6,893)		(6,893)
Stock options exercised	448	5	11,746			11,751		11,751
Shares issued for Employee Stock Purchase Plan	148	2	6,844			6,846		6,846
Stock repurchases	(1,563)	(16)	(99,984)			(100,000)		(100,000)
Cumulative effect of accounting changes					(2,767)	(2,767)		(2,767)

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
BALANCE AT SEPTEMBER 29, 2019	54,565	546	78,132	(160,584)	1,071,192	989,286	178	989,464
Comprehensive income, net of tax:								
Net income					173,859	173,859	31	173,890
Foreign currency translation adjustments				3,436		3,436	(1)	3,435
Loss on cash flow hedge valuations				(4,638)		(4,638)		(4,638)
Comprehensive income, net of tax						172,657	30	172,687
Distributions paid to noncontrolling interests							(154)	(154)
Cash dividends of $0.64 per common share					(34,743)	(34,743)		(34,743)
Stock-based compensation			19,424			19,424		19,424
Restricted & performance shares released	212	2	(11,168)			(11,166)		(11,166)
Stock options exercised	361	4	10,330			10,334		10,334
Shares issued for Employee Stock Purchase Plan	168	1	8,714			8,715		8,715
Stock repurchases	(1,509)	(15)	(105,432)		(11,741)	(117,188)		(117,188)
BALANCE AT SEPTEMBER 27, 2020	53,797	$ 538	$ —	$ (161,786)	$ 1,198,567	$ 1,037,319	$ 54	$ 1,037,373

See accompanying Notes to Consolidated Financial Statements.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

In December 2019, the FASB issued guidance simplifying the accounting for income taxes by removing certain exceptions to general principles in Topic 740 and amending certain existing guidance for clarity. This guidance is effective for fiscal years and interim periods within those fiscal years, beginning after December 15, 2020 (first quarter of fiscal 2022 for us). Early adoption is permitted. We do not expect the adoption of this guidance to have an impact on our consolidated financial statements.

In May 2020, the Securities and Exchange Commission issued guidance amending certain financial disclosures about acquired and disposed businesses. The amendments are designed to assist registrants in making more meaningful determinations of whether a subsidiary or an acquired or disposed business is significant, and to improve the related disclosure requirements. The guidance is effective for fiscal years beginning after December 31, 2020 (first quarter of fiscal 2022 for us). We do not expect the adoption of this guidance to have an impact on our consolidated financial statements.

3. Revenue and Contract Balances

We recognize revenue over time as the related performance obligation is satisfied by transferring control of a promised good or service to our customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects our judgement to faithfully depict the value of the services transferred to the customer. For certain on-call engineering or consulting and similar contracts, we recognize revenue in the amount which we have the right to invoice the customer if that amount corresponds directly with the value of our performance completed to date.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs indicates a loss, a provision for the entire estimated loss on the contract is made in the period in which the loss becomes evident.

Disaggregation of Revenue

We disaggregate revenue by client sector and contract type, as we believe it best depicts how the nature, timing, and uncertainty of revenue and cash flows are affected by economic factors. The following tables present revenue disaggregated by client sector and contract type:

	Fiscal Year Ended		
	September 27, 2020	September 29, 2019	September 30, 2018
	(in thousands)		
Client Sector:			
U.S. state and local government	$ 439,019	$ 587,364	$ 469,231
U.S. federal government [1]	993,835	941,102	974,384
U.S. commercial	674,605	719,314	788,398
International [2]	887,432	859,568	732,135
Total	$ 2,994,891	$ 3,107,348	$ 2,964,148
Contract Type:			
Fixed-price	$ 1,078,432	$ 1,048,157	$ 986,910
Time-and-materials	1,391,592	1,509,901	1,395,148
Cost-plus	524,867	549,290	582,090
Total	$ 2,994,891	$ 3,107,348	$ 2,964,148

[1] Includes revenue generated under U.S. federal government contracts performed outside the United States.
[2] Includes revenue generated from foreign operations, primarily in Canada, Australia, the United Kingdom, and revenue generated from non-U.S. clients.

Other than the U.S. federal government, no single client accounted for more than 10% of our revenue for the twelve months ended months ended September 27, 2020 and September 29, 2019.

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

TETRA TECH, INC.

By: /s/ DAN L. BATRACK

Dan L. Batrack
Chairman and Chief Executive Officer

Date: November 20, 2020

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dan L. Batrack and Steven M. Burdick, jointly and severally, his attorney-in-fact, each with the full power of substitution, for such person, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might do or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or his substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report on Form 10-K has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DAN L. BATRACK Dan L. Batrack	Chairman and Chief Executive Officer (Principal Executive Officer)	November 20, 2020
/s/ STEVEN M. BURDICK Steven M. Burdick	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	November 20, 2020
/s/ BRIAN N. CARTER Brian N. Carter	Senior Vice President, Corporate Controller (Principal Accounting Officer)	November 20, 2020
/s/ GARY R. BIRKENBEUEL Gary R. Birkenbeuel	Director	November 20, 2020
/s/ PATRICK C. HADEN Patrick C. Haden	Director	November 20, 2020
/s/ J. CHRISTOPHER LEWIS J. Christopher Lewis	Director	November 20, 2020
/s/ JOANNE M. MAGUIRE Joanne M. Maguire	Director	November 20, 2020
/s/ KIMBERLY E. RITRIEVI Kimberly E. Ritrievi	Director	November 20, 2020
/s/ J. KENNETH THOMPSON J. Kenneth Thompson	Director	November 20, 2020
/s/ KIRSTEN M. VOLPI Kirsten M. Volpi	Director	November 20, 2020

Attachment: Tetra Tech_Hancock County_Debris Monitoring Proposal_2021 (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm











REQUEST FOR QUALIFICATIONS
FOR
STORM DEBRIS MONITORING SERVICE
HURRICANE IDA

Submitted To:

Hancock County
Board of Supervisors

MISSISSIPPI'S
HANCOCK
COUNTY

September 2, 2021

COMPTON ENGINEERING, INC.
ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
3036 Longfellow Dr. ■ Bay St. Louis, MS 39520

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

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Bob Escher, P.E., Engineer
John J. Studstill, P.E., Engineer
Devin P. Herrington, E.I., Engineer Intern
Tommy W. Parker, Design Technician
Lisa D. Morrison, R.P.G., Environmental Specialist
Jim Heinzel, CPII, Project Representative

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Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

1 SECTION ONE

Knowledge and Experience

SECTION 1 Knowledge and Experience

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVIC

3036 Longfellow Drive
P.O. Box 2795
Bay St. Louis, MS 39521

Phone: 228.467.2770
Fax: 228.467.2720

comptonengineering.com

September 2, 2021

Re: Request for Qualifications
Storm Debris Monitoring Services: Hurricane Ida
Hancock County Board of Supervisors

Dear Selection Committee:

Compton Engineering is pleased to submit this Statement of Qualifications in response to the Request for Qualificatior to provide engineering services for Storm Debris Monitoring Services due to Hurricane Ida. For over 48 years, Compton Engineering has provided professional services along the Mississippi Gulf Coast for over 620 FEMA project Many of those projects are located in Hancock County and include the services requested for beach renourishment, permitting, construction documents, and construction administration. Compton Engineering is familiar with and is experienced in working with FEMA, Secretary of State, Mississippi Department of Marine Resources, Corps of Engineers, and others, to provide a successful beach rehabilitation within Hancock County.

Compton Engineering has firsthand knowledge of design and construction requirements and existing conditions specific to the beach in Hancock County. We are experienced with local, state, federal, and FEMA/MEMA funding, as well as experienced with FEMA guidelines for Hurricane events.

We will provide a qualified, dedicated, and competent team of key personnel with an economical mindset and wide range of experience associated with professional services for civil engineering, environmental, surveying, and permitting. Our team will include Geoffrey F. Clemens, P.E., Bob Escher, P.E., John J. Studstill and Devin Herrington, E.I. Mr. Clemens will manage the team of key personnel. Some of the key credentials held by this team, in addition to their professional licenses, include Certified Construction Contract Administrator, Certified Public Infrastructure Inspector, and familiarity with Section 3 and FEMA funding requirements.

As a firm of 27 employees, we have 12 employees located in Hancock County that currently provide supporting services to the County. In addition, should there ever be a need such as in disaster recovery or larger projects, Compton has 16 additional employees between our Biloxi and Pascagoula offices that can be added to the team to work multiple projects together without delay. Compton believes in giving back to our community. In addition to our community involvement and contributions to various local organizations, we set goals each year to return 3% of our fees from the County projects back to Hancock County. It is our opinion that Compton Engineering not only has a significant presence in Hancock County, but is part of this community and represents a financial impact on the local economy.

To further enhance our capabilities for this project as well as potential future Beach and Shoreline area projects we have added Debris Tech, LLC as a member of our team for this project. Debris Tech provides another resource of experts in Beach and Shoreline areas as well as vast experience in project management and funding, especially involving FEMA assistance projects.

To support this introductory letter, we have included our firm's qualifications and key projects, resumes of key personnel, our experience, and references.

We thank you for the opportunity to continue our relationship with and service to the Hancock County Board of Supervisors and as your local qualified, professional engineering firm. We look forward to hearing from you!

Sincerely,

COMPTON ENGINEERING, INC.

Geoffrey Clemens by Dawn Malley

Geoffrey F. Clemens, P.E.
President

PASCAGOULA
BILOXI
BAY ST. LOUIS

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

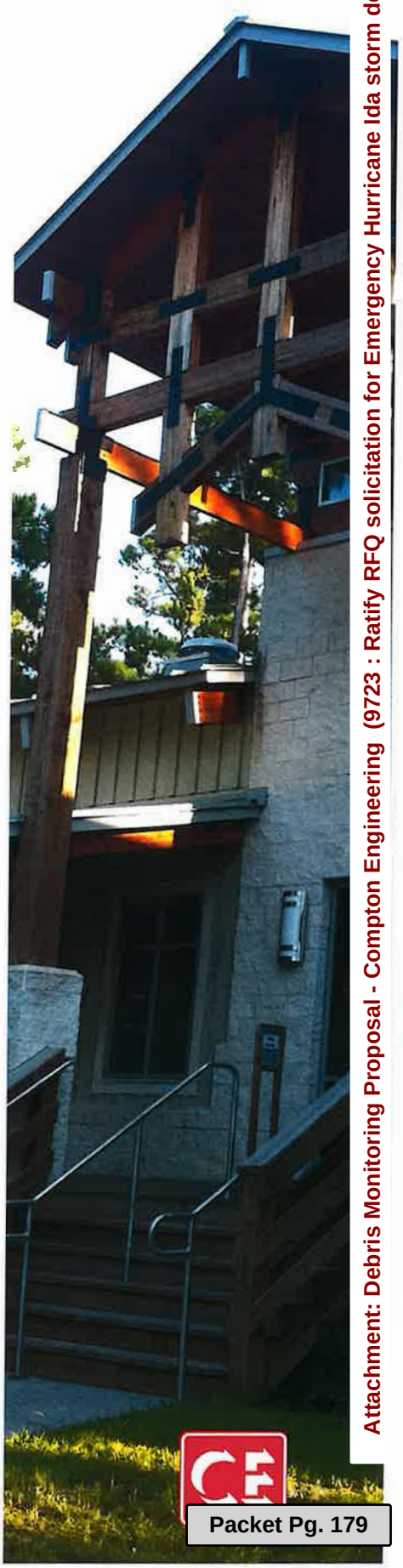
Knowledge and Experience

We understand that we may be required before the award of any contract to show the Hancock County Board of Supervisors that we meet and/or exceed those skills required to provide the services specified in a satisfactory manner. If given the opportunity, we feel confident that the Compton Team will exceed your expectations by performing the work within a timely manner and within budget. We have the personnel, equipment, and other resources available to perform the required services.

As you know from our past experiences with the county, Compton Engineering has a wealth of knowledge and experience in dealing with Federal Disaster Funds and other grant funding services. We have worked on numerous projects where we had to combine funding sources to make the projects work. Additionally, we understand that using a combination of FEMA, CIAP, Tidelands, and other available funds to complete projects can be challenging and understand what is needed to not just complete, but to close these types of projects out.

Given our proven success over the last 48 years, we plan to implement the same design and construction management strategies to successfully deliver this project. The principals of Compton Engineering have selected a team of highly experienced professionals to be assigned to this project. Geoffrey F. Clemens, P.E., the proposed project manager, has over 27 years of experience.

At Compton Engineering, we take pride in our good reputation for character, integrity, sound judgment, experience, and efficiency. As a twenty-six (26) year Hancock County firm, we have a vast knowledge of the local area, the people, and what it takes to complete jobs on time and on budget. The principals of Compton Engineering, as well as the project manager, have read and understood the general terms and conditions as noted in the request for qualifications and accept those conditions as well as the insurance, bonding, financial solvency and any other requirements listed.



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Knowledge and Experience

Funding Experience

Compton Engineering has been working side by side with our clients for programming both federal and state funding for a multitude of projects. We have gained invaluable experience with the rules and guidelines for both federal and state funding with regard to both grant and loan projects. We have experience from project conception to turning over the keys and cutting the ribbon. Our experience programming projects for funding includes preparing facilities plans, submitting master plans, providing budget estimates, and writing project descriptions based on the function of the facility and familiarity with the local environment.

At a local level, Compton Engineering has built relationships with most federal and state funding entities. We are committed to our local and state organizations and we take great pride in maintaining these relationships. Some of the federal and state programs that Compton Engineering has experience with include the following:

FEDERAL FUNDING EXPERIENCE
Federal Emergency Management Agency (FEMA)
Coastal Impact Assistance Program (CIAP)
United States Economic Development Administration (EDA)
United States Department of Housing and Urban Development (HUD)
Federal Highway Administration (FHWA)
Federal Aviation Administration (FAA)
Rural Utility Services (RUS)
Environmental Protection Agency (EPA)
Corps of Engineers (COE-BILL 592)
United States Department of Agriculture Rural Development (USDA)
STATE FUNDING EXPERIENCE
Tidelands Trust Funds
Mississippi Emergency Management Agency (MEMA)
Community Development Block Grant Program (CDBG)
Mississippi Development Authority (MDA)
Mississippi Department of Transportation (MDOT)
Mississippi State Aid for Road Construction
Mississippi Department of Wildlife, Fisheries & Parks (MDWFP)
State Revolving Loan Fund for Water and Wastewater (SRF)
Mississippi Department of Environmental Quality (MDEQ)
Department of Marine Resources (DMR)
Drinking Water Systems Improvement Revolving Loan Fund (DWSIRLF)



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

2 SECTION TWO

Technical Competence of Staff

Technical Competence

Qualifications and Experience

Compton Engineering is proposing three professional (civil) engineers for Hancock County Board of Supervisors Request for Qualifications. The engineers selected have vast knowledge and experience working on all types of municipal projects. Our engineers are "hands on" and are accustomed to taking a project from inception to design and throughout the closeout of construction. Compton has been involved with previous storm debris projects totaling over 10 million dollars and involving over 800,000 cubic yards of sand placement and renourishment. The engineers proposed to work for Hancock County are as follows:

- Geoffrey F. Clemens, P.E.
- Bob A. Escher, P.E.
- John J. Studstill, P.E.
- Devin P. Herrington, E.I.

Geoffrey F. Clemens, P.E., has 25 years of experience as a civil engineer with an emphasis on project management, site and roadway design and construction, marine and recreational facilities, as well as experience in design and construction of sanitary sewer collection systems, drinking water distribution systems, stormwater collection systems, stormwater detention systems, and stormwater treatment systems. Mr. Clemens is hands-on, with direct involvement in many of the services provided by the firm. He has experience working with municipalities across the Mississippi Gulf Coast in many different capacities. For this project, Mr. Clemens has been assigned three additional engineers to assist him with his duties to assure this project is top priority and will be completed on time and within budget.

Bob A. Escher, P.E., has 30 years of experience as a civil engineer in the private industry and consulting engineering design and project management in a variety of civil engineering projects. His civil design and project management experience includes: water supply/distribution system modeling and design; sanitary sewer collection/transmission systems; sewage lift stations; and road reconstruction.

John J. Studstill, P.E., has 23 years of experience as a civil engineer with experience in the design and construction of municipal and utility projects including solid waste and wastewater transportation and treatment systems. John is hands-on with direct involvement in many of the services provided by the firm, he has experience working with municipalities across the Mississippi Gulf Coast in many different capacities, from basic design engineering on projects to assisting with complex issues that arise on occasion.

Devin P. Herrington, E.I., has 3 years of experience as an engineer intern. Devin is responsible for ensuring contract compliance during construction, review and recommendations regarding contractors' applications for payment, submittals, and closeout documents.

Additional information regarding the engineers' experience, education, licensing, and affiliations, can be found in their resumes in this section.



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Technical Competence

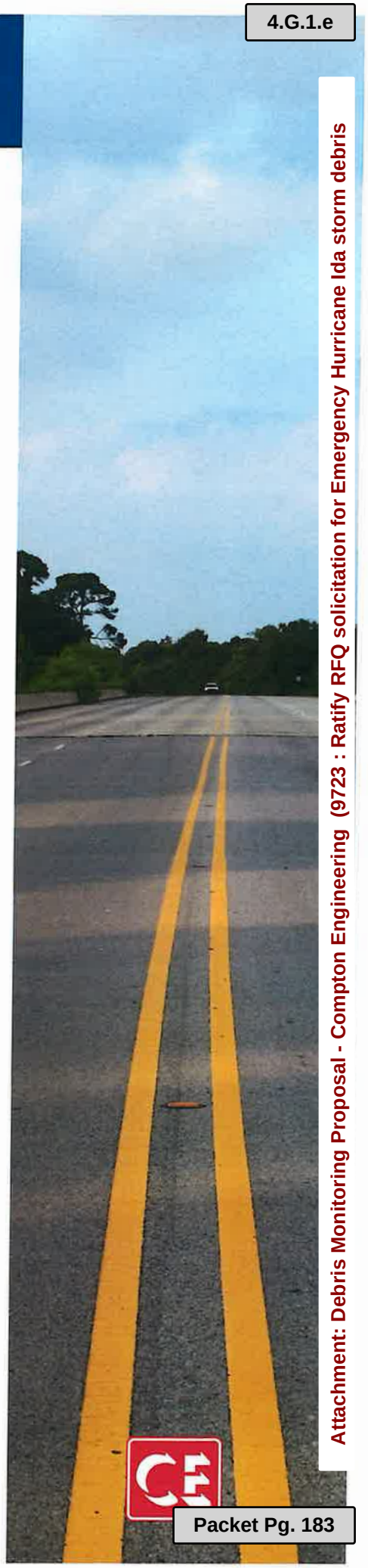
Experience and Length of Service

The team of key personnel assembled for this project have specific experience with municipal projects. The project managers and engineers also have experience preparing all drawings, specifications, and other contract documents as required for in-house projects by the Counties resources or for procuring competitive public bids. Because about 95% of Compton Engineering's experience is associated with administering and managing public bidding procedures and construction activities, we are certain we can meet and exceed the scope of services as outlined in the Request for Qualifications.

We are also proud of the fact that our firm has a very small turnover of personnel, which provides us with an experienced core of trained, knowledgeable individuals. Compton Engineering proposes to provide the employees listed below for this project. They have been chosen to be specifically utilized on your project and are well qualified in their field of expertise. In addition to the seven key personnel listed below, Compton Engineering has an additional 20 personnel to draw from should the project require additional support.

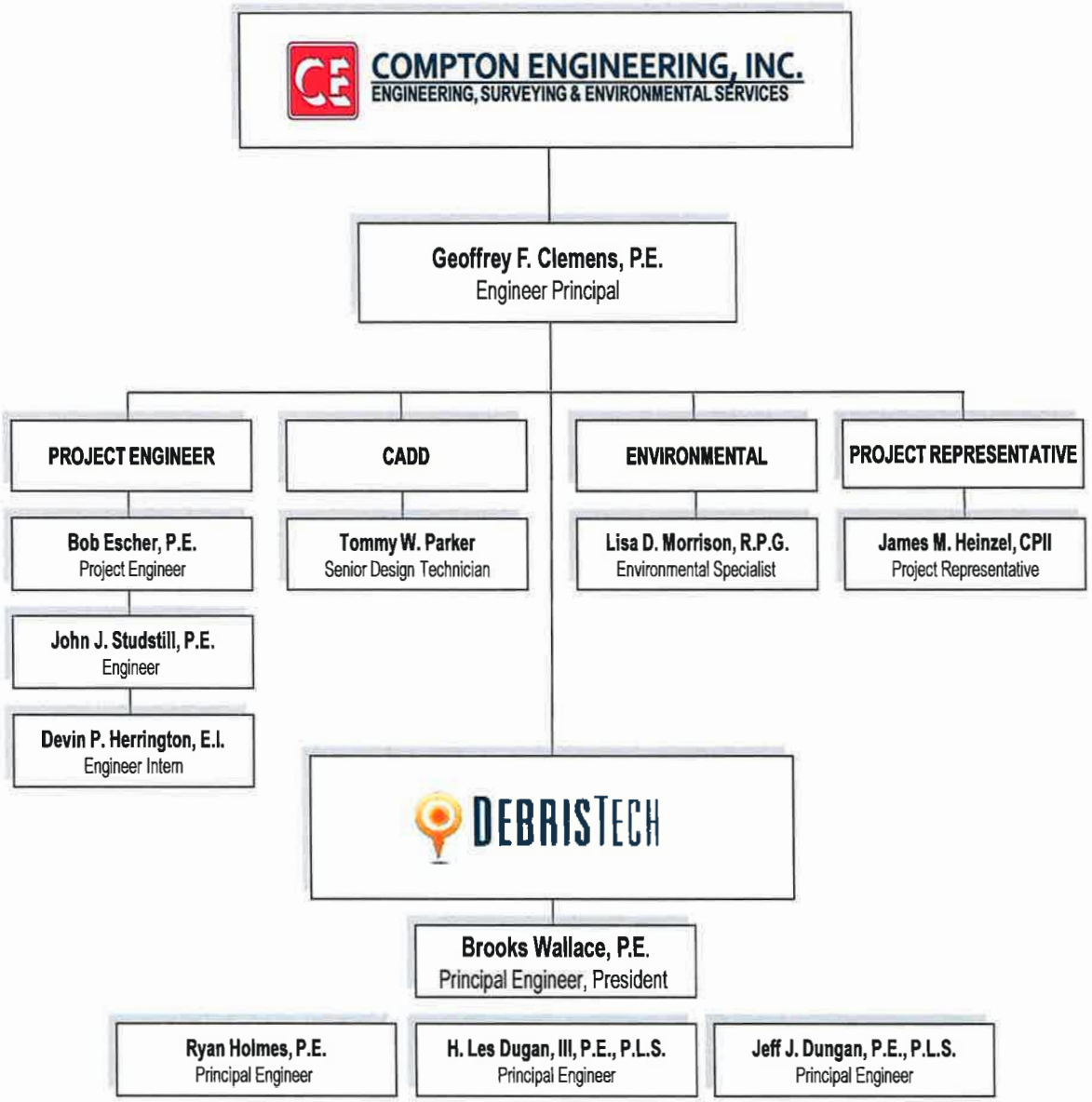
COMPTON ENGINEERING, INC.		
Employee	**Task**	**Years of Experience**
Geoffrey F. Clemens, P.E.	Engineer Principal	27
Bob Escher, P.E.	Engineer	30
John J. Studstill, P.E.	Engineer	24
Devin P. Herrington, E.I.	Engineer Intern	3
Tommy W. Parker	Senior Design Technician	20
Lisa D. Morrison, R.P.G.	Environmental Specialist	29
James M. Heinzel	Project Representative	44

DEBRIS TECH, LLC	
Employee	**Task**
Brooks Wallace, P.E.	President
Ryan Holmes, P.E.	Project Engineer
H. Les Dugan, III, P.E., P.L.S.	Project Engineer
Jeff J. Dungan, P.E., P.L.S.	Project Engineer



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Project Organization Chart



Bay St. Louis Biloxi Pascagoula

Geoffrey F. Clemens, P.E.

Engineer Principal

Geoffrey has 27 years of experience in civil engineering design and project management, general survey and cost estimating, water/wastewater systems, drainage, and site development of municipal and industrial facilities. He is the Hancock County Engineer and State Aid Road Engineer.



Representative Project Experience:

- Restoration of Hancock County Beaches, Hancock County, MS-Project Manager and Design Engineer
  - . $10,000,000
  - . Restoration of sand beach and dune systems following disasters
  - . Screening and debris management
  - . Sand re-nourishment
  - . Drainage structure repair/replacement
  - . Dune vegetation and sand fencing
- Beach Boulevard Rebuild and Improvements, Bay St. Louis, MS-Design and Project Manager
  - . $8,000,000-$10,000,000
  - . Unique disaster recovery project integral to downtown Bay St. Louis rebuilding
  - . Implemented protective measures to prevent future storm damages, including coordination with USACE shoreline protection project.
  - . Provided re-development corridor for downtown area
- Storm Recovery Projects, Hancock County, MS-Engineer, Project Manager. and ESF-3 public works coordinator
  - . Emergency repairs to roads and bridges
  - . Coordination and design of temporary and permanent repairs to utility infrastructure
  - . Coordination and design of temporary repairs and replacement of county building facilities
  - . ESF-3-public works coordinator under Hancock County Emergency Operations Center
- Restoration of Hancock County Roads, Hancock County, MS-Project Manager and Oversight
  - . $9,000,000
  - . Repairs and replacement of local County roads severely damaged by Hurricane Katrina
- Hancock County Engineer, Hancock County, MS
  - . Review of development projects
  - . Daily support to road maintenance department and Board of Supervisors
  - . Support for infrastructure improvements and maintenance throughout County

EDUCATION

B.S. Civil Engineering
Mississippi State University, 1994

CE EMPLOYMENT

1994

PROFESSIONAL REGISTRATION

Licensed Professional Engineer in Mississippi

PROFESSIONAL AFFILIATIONS

American Council of Engineering Companies (ACEC-MS)

American Society of Civil Engineers (ASCE)

National Society of Professional Engineers (NSPE)

Mississippi Engineering Society (MES)

National Association of County Engineers (NACE)

Mississippi Association of County Engineers (MACE)

ENGINEER

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Geoffrey F. Clemens, P.E.

Representative Project Experience:

- Hancock County State Aid Road Engineer, Hancock County, MS

  . Administration, management, and design of Hancock County Sate Aid Road System projects
  . Maintenance overlays, grade base drain, and bridge projects
  . Projects to date totaling 7,000,000+

- Public Marina and boat launch, Hancock County, MS-Project Manager and Design Engineer

  . $5,000,000
  . Commercial marina for 100-125 vessels
  . Included all utilities and storm protected harbor master building

- Ethylene Glycol Pipeline, Port Bienville Industrial Park, Hancock County, MS-Project Manager and Design Engineer

  . $1,000,000
  . 10" Stainless Steel above ground pipeline
  . Pipeline from transfer facility to Wellman Plastics Plant

- Hancock County Courthouse restoration, Bay St. Louis, MS-Project Oversight

  . $4,000,000
  . Historical restoration
  . New court facility addition

- Aerospace Production Facility, Stennis Space Center, Hancock County, MS-Project Manager and Design Engineer

  . $40,000,000
  . 300,000-square foot facility with 38-acre site
  . Over 100,000-square foot of cleanroom facilities
  . Included $3,000,000 blast protection cell and $1,000,000 isolation slab for sensitive instrumentation

- Lakeshore Recreational Sports Complex, Hancock County, MS-Project Engineer and Design Engineer

  . $1,500,000
  . Baseball and Football complex
  . Included fields, innovative lighting, concessions, bathrooms, and all infrastructure.
  . Implemented special drainage to provide quick return-to-play times

- McLeod Park Improvements, Hancock County, MS-Design Engineer and Project Manager

  . $11,000,000
  . Design low pressure sewer system
  . Gravity sewer design to service individual campers
  . Expansion of RV Park

- Utilities Restoration, Bay St. Louis, MS-Project Manager and Design Engineer

  . $10,000,000
  . Included utility reconstruction along Beach Boulevard
  . Replacement of City's lift Stations implementing mitigation measures

ENGINEER

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

BOB ESCHER, P.E.

Engineer



Mr. Escher has 30 years of experience in the private industry and consulting engineering design and project management in a variety of civil engineering projects. His civil design and project management experience includes: water supply/distribution system modeling and design; sanitary sewer collection/transmission system; sewage lift stations; and road reconstruction.

Representative Project Experience:

Garden Isle Water System Improvements, Hancock County Water and Sewer District, Hancock County, MS:

- Responsible for the design and management of an expansion to the existing water distribution system within the Garden Isle community of unincorporated Hancock County. The scope of work also included modeling of the existing supply and distribution system and the proposed expansion. Total project cost was approximately $1,500,000

West Bulkhead Wall Replacement, West Small Craft Harbor, City of Pass Christian, Pass Christian, MS:

- Project manager responsible for the oversight of the design and construction of a bulkhead wall replacement project in the West Small Craft Harbor. The overall design of the project was for the ultimate replacement of approximately 745 lf of concrete bulkhead wall, which included geotechnical investigations (i.e., soil borings), 40' long prestressed concrete sheet piles with 14"x14" concrete walers, tiebacks consisting of grouted ground anchor rods and a concrete pile cap. The first phase of the construction of the project involved the replacement of approximately 66 lf of the most heavily damaged portion of the wall.

Hancock County Water and Sewer District – Fairgrounds Lift Station:

- The project included the design and construction of one (1), 1,100 gpm triplex sewage pumping station, approximated 8,000 lf of sewage force main and the connection to the headworks of the Southern Regional Wastewater Treatment Plant. The project was developed to collect the flows from two (2) existing pump stations, thereby improving their flow characteristics, and to accommodate future flows from within the collection area.

Hurricane Katrina Utility Infrastructure Replacement, City of Pass Christian, Pass Christian, Mississippi:

- Responsible for damage assessment, preparation of project worksheets, and the design and management of numerous utility infrastructure replacement and small craft harbor projects implemented due to damage caused by Hurricane Katrina. Project scopes of work included water, sewer and storm drain utility replacement, road repairs, water well and sewage pump station repairs, elevated water tank inspection and repairs including sandblasting and repainting. Projects in value ranging from $1.5M to $5.0M, included water, sewer and storm drainage replacement over an area comprising more than 50% of the geographic area of the City. Small Craft Harbor projects included agency permitting, replacing all piers, boat launch, harbor dredging, electrical supplies and lighting, water and sewer facilities, as well as the reconstruction of the associated parking facilities.

EDUCATION

Bachelor of Science, Civil Engineering, 1986

CE EMPLOYMENT

2020

PROFESSIONAL REGISTRATION

Licensed Professional Engineer in Mississippi and Louisiana

ENGINEER

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

John J. Studstill, P.E.

Engineer

John has 20 years of experience in civil engineering design, roadway and bridge design, drainage and site development of municipal facilities.

Representative Project Experience:

- Heritage Trail, Possum Walk Segment, Hancock County, MS - Design Engineer and Project Manager

  . $740,000
  . 3.2 mile walking and biking trail
  . Granular material walking surface following existing historical roadbed
  . 1,300 feet of boardwalk over wetland habitat
  . 200-foot pedestrian bridge
  . Floating dock with handicap accessible kayak launch

- Beach Boulevard Drainage, Hancock County, MS - Design Engineer and Project Manager

  . $1,375,000
  . Disaster recovery project restoring drainage to Bay St. Louis and Waveland areas
  . 24 pipe and 5 open water outfalls to the bay
  . replaced concrete pipe and timber anchors in kind
  . sheet pile design and installation

- Washington Street Pier, Bay St. Louis, MS - Design Engineer and Project Manger

  . $215,000
  . Disaster recovery project restoring recreational value to area residents and tourists
  . Timber structure with timber piling
  . Included electrical lighting

- Hancock County Emergency Operations Center, Kiln, MS - Design Engineer and Project Manager

  . $3,000,000
  . FEMA-funded structure designed and constructed to meet stringent FEMA 361 guidelines
  . Included site/civil and utility design, with redundant systems also coordination between architectural, structural, mechanical, electrical, and plumbing engineers

- Lagan Street Bridge, Bay St. Louis, MS - Project Manager

  . $315,000
  . Augment structural integrity of in-place bridge while maintaining bridge serviceability
  . Utilized fill material with sheet pile retaining walls to fill channel beneath bridge, with 60" diameter HDPE pipe allowing for drainage



EDUCATION

Bachelor of Civil Engineering, Auburn University, 1994

CE EMPLOYMENT

2008

PROFESSIONAL REGISTRATION

Licensed Professional Engineer in Mississippi, Florida, Alabama and Louisiana

ENGINEER

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

John J. Studstill, P.E.

Representative Project Experience:

- George County Community Shelters, Hancock County, MS - Civil Design Engineer

  . $3,375,000
  . Two FEMA-funded structures designed and constructed to meet stringent FEMA 361 guidelines
  . Included site/civil and utility design, with redundant systems

- Remove and replace bridge on Anner-Necaise Road, Hancock County, MS - Project Manager and Design Engineer

  . $185,000
  . 3-span precast bridge with precast piling, County funding

- Remove and replace bridge on Rocky Hill Dedeaux Road, Hancock County, MS - Project Manager and Design Engineer

  . $215,000
  . 4-span precast bridge with precast piling, County funding

- Remove and replace bridge on Kapalama Road, Hancock County, MS - Project Manager and Design Engineer

  . $500,00
  . 4-span precast bridge with precast piling, County funding
  . Incorporated split cap substructure to facilitate phased construction in order to maintain serviceability during construction

- Hancock County Health and Human Services Building, Bay St. Louis, MS - Civil Design Engineer

  . $635,000 - Sitework
  . Site/Civil design for two-story office building
  . Utilized underground storm water storage

- Remove and replace bridge on Kiln-Delisle Road, Hancock County, MS - Project Manager and Design Engineer

  . $250,000
  . 5-span precast bridge with precast piling, State Aid Funding

- River Intake Structure, Lyman Fish Hatchery, Gulfport, MS - Design Engineer, Project Manager

  . $117,000
  . Draws water from Little Biloxi River for pumping to fish hatchery ponds
  . Consisted of concrete box with debris guard and fish screens, concrete pipe

- Remove and replace bridge on Rockyhill Dedeaux Road, Hancock County, MS - Project Manager and Design Engineer

  . $300,000
  . 5-span precast bridge with precast piling, State Aid Funding

ENGINEER

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Devin P. Herrington, E.I.

Engineer Intern



Devin Herrington has 2 years experience in engineering design. Devin is responsible for ensuring contract compliance during construction, review and recommendations regarding contractors' applications for payment, submittals, and close-out documents.

Representative Project Experience:

Responsible for preparing bid documents and design drawings, answering questions from potential bidders during the bid process, coordinating and overseeing Pre-Bid and Pre-Construction meetings, reviewing bids with clients and recommending award or not, reviewing schedules and submittals, periodic site visits to check on progress of projects, preparation of closeout documents. Responsible for scheduling personnel for project representation (RPR) for the client, reviewing timesheets.

6th Street Area, Gladstone Street Area and Waveland Cutoff Area Sanitary Sewer Improvements, City of Waveland, MS

- Acted as Project Representative for project that included replacement of sanitary gravity sewer, asphalt pavement repair, installation of cured-in-place-plastic liner, point repairs, and manhole lining.

Local System Bridge Program Ansley-Heron Bay Road, Hancock County, MS

- Acting as Project Representative for project that includes removal of existing bridge and construction of a new two-lane bridge with funding provided by Office of State Aid Road Construction.
- Project currently in construction.

Garfield Ladner Pier Evaluation, City of Waveland, MS

- Responsible for providing an evaluation and recommendation report for the renovation of Garfield Ladner Pier.

Possum Walk Trail Repairs, Hancock County, MS

- Responsible for providing field measurements, and assisting with the design for repair of a timber boardwalk nature trail.

Port Bienville Master Plan, Hancock County, MS

- Responsible for providing detailed cost estimate for the civil components of proposed site developments at Port Bienville.

Bayou Talla Boat Launch Improvements, Hancock County, MS

- Responsible for assisting with the design of an improved boat launch to replace an existing ramp that is steep and difficult for public to use.

EDUCATION

B.S. Civil Engineering 2016,
Mississippi State University

CE EMPLOYMENT

2018

ENGINEER

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Tommy W. Parker

Design Technician

Tommy has 21 years of experience in engineering design, architectural design, surveying design and drawing preparation.

Representative Project Experience:

- Pearlington Water and Sewer District, Hancock County, MS
  - . Responsible for design layout of New Vacuum Sewer System, including lift station building, sewer profiles, and details
- Hancock County Water and Sewer District, Hancock County, MS
  - . Responsible for the pipe design layout and details of a new potable water system for Hancock County Water and Sewer District, Phase II Water System Improvements
- Pearlington Water and Sewer District, Hancock County, MS
  - . Responsible for design layout of new STEP system including lift station building, sewer profiles and details
- City of Bay St. Louis, MS
  - . Responsible for the design layout, profiles, and detailing of gas, sewer, and water utilities
- Mississippi Space Center, Hancock County, MS
  - . Responsible for the design layout, shutdown, scheduling, and details of a water distribution replacement
- St. Stanislaus College, Bay St. Louis, MS
  - . Responsible for the design layout and detailing of a 1,200 foot long wooden pier with pavilions
- Sand Beach Restoration Project, Hancock County, MS
  - . Responsible for determining sand beach losses, proposing restoration areas, design layouts and detailing
- State Aid Roads and Bridges, Hancock County, MS
  - . Responsible for the design layouts and detailing of various roads
- Texas Flat Road Extension, Hancock County, MS
  - . Responsible for the design layouts and environmental permit drawings



EDUCATION

Industrial Drafting Technology at Mississippi Gulf Coast Community College

CE EMPLOYMENT

1999

DESIGN TECHNICIAN

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Tommy W. Parker

DESIGN TECHNICIAN

Representative Project Experience:

- Proposed Water Front Development, City of Waveland, MS

  . Responsible for the design layout and detailing of a proposed water front development for the City of Waveland, including an 80 slip boat marina with floating piers, lighthouse, harbor master building, boat launch with fuel dock and parking area. Proposed development also included extensive subsurface drain networks and utility layouts.

- Pedestrian Bike Path, City of Waveland, MS

  . Responsible for the design layout and detailing of a concrete pathway

- Access Road Walmart, City of Waveland, MS

  . Responsible for design layout and detailing

- City of Waveland, MS

  . Responsible for the design layout and detailing of a 200-foot-long wooden pier extension, pagoda units, and restroom facility

- Responsible for the design layouts and detailing of various State and local government municipalities, including fire station, bulkheads, baseball fields, walking track, outfall structures, and boat launches

- NASA/Jacobs Technologies Industrial Waterline Project, Hancock County, MS

  . Responsible for plans, profiles, and details for re-routing 75" diameter waterline and reworking existing valve pits

- Ingalls Federal Credit Union, Gautier, MS

  . Responsible for preparing design drawings for the new bank branch

- Lockheed Martin Propulsion, Thermal and Metrology Center, Stennis Space Center, Hancock County, MS

  . Responsible for the preparation and CAD design of the propulsion, thermal and metrology center

- Mississippi Polymer Technologies, Hancock County, MS

  . Responsible for the preparation of all drawings and CAD design

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Lisa D. Morrison, R.P.G.

Environmental Specialist



Lisa has over twenty nine years of experience in environmental permitting for civil site development, assessment and remediation of controlled hazardous waste sites, environmental due diligence including Phase I and Phase II ESAs, asbestos and lead based paint assessments and remediation, and Environmental assessments for federal projects using NEPA. Lisa has managed projects involving coordination with various local, state and federal agencies to obtain project approval and for permitting requirements.

Ms. Morrison has experience with Section 404 Wetlands Permitting of projects in the United States Corps of Engineers Mobile District. She has experience with projects ranging from one acre in size to several hundreds of acres. Ms. Morrison has prepared Mitigation Plans for wetland impacts for individual and nationwide permits from the Corps of Engineers. Ms. Morrison has prepared Storm Water Pollution Prevention Plans for large and small construction projects. She has prepared Spill Prevention, Control and Countermeasures Plans for industrial facilities.

Ms. Morrison has prepared over 500 Phase I ESA's for various commercial, institutional, multi-family and industrial properties. Properties have ranged from vacant land to multi-building manufacturing facilities. Ms. Morrison is well versed with the ASTM standard 1527-13 and the All Appropriate Inquiry rule promulgated by EPA in 40 CFR Part 312 adopted November 2005. Ms. Morrison has conducted Phase I's throughout the southeast including Mississippi, Alabama, Louisiana, Florida and Texas. Ms. Morrison has utilized various intrusive techniques for soil and groundwater assessment including direct push technology, and standard drilling techniques using solid or hollow stem augers and split spoon samplers.

Representative Project Experience:

- **Restoration of Hancock County Beaches, Hancock County**, Mississippi-Environmental Project Manager

  . $20,000
  . Permitting for nearshore and offshore beach renourishment
  . Permitting for outfall structure repair and improvement

- **Hancock County Development Commission, Port Bienville, Hancock County**, Mississippi-Environmental Project Manager

  . $20,000
  . Permitting for maintenance dredging
  . Included cultural resources assessment due to known sites in area

- **Lakeshore Recreational Sports Complex, Hancock County**, Mississippi-Environmental Project Manager

  . $20,000
  . Permitting preparation for wetland impacts
  . Prepared wetland mitigation plan

EDUCATION

B.S. Geology University of South Alabama, 1984

M.S. Geology University of Southern Mississippi, 1991

CE EMPLOYMENT

2010

PROFESSIONAL REGISTRATION

Registered Professional Geologist in Mississippi, Professional Geologist in Florida, Licensed Asbestos Inspector

PROFESSIONAL AFFILIATIONS

American Geology Institute
National Groundwater Association

ENVIRONMENTALIST

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

James M. Heinzel, CPII

Project Representative

Mr. Heinzel has 41 years of experience in carpentry, construction both residential and commercial. Mr. Heinzel was an elevator/inspector for the Department of Energy, later becoming contract manager. Mr. Heinzel is also experienced in property management and has many years experience working with code offices. Mr. Heinzel knows International Building Codes, Elevation Maps, Velocity Zones and FEMA requirements. Mr. Heinzel is also knowledgeable in ADA requirements.



Representative Project Experience:

- Washington Street Outfall, Hancock County, MS
  - . Storm water outflow
  - . Includes concrete pipe
  - . Manholes, junction boxes and storm water treatment box
  - . Includes timber pilings to anchor the end of pipe
- Bay St. Louis Beach Boulevard Utility, Road and Sidewalk Restoration, Bay St. Louis, MS
  - . Rebuilding Beach Boulevard after destruction of Hurricane Katrina
  - . Water mains and taps including meter boxes
  - . Gas main replacement, sewer lines and manholes
  - . Two lift stations, pipe lining and camera investigation, conflict boxes, storm sewers
  - . Slope paving, concrete paving and asphalt
- Storm Water Outflow Restoration, Hancock County, MS
  - . Replace outfalls on the beach which channel storm water to the gulf
  - . Elevations, concrete pipe, pilings and concrete storm water boxes
- Pedestrian Pathway, Waveland, MS
  - . Monitored the continuation existing pathway thru Waveland
- Washington Street Pier Repairs, Hancock County, MS
  - . Rebuilding entire pier and railings after destruction from Hurricane Isaac
- Hancock County Beach Maintenance, Hancock County, MS
  - . Keep beach cleaned
  - . Maintained grading, sand sifting, trash receptacles and pedestrian cleaning
- Hancock County Beach Restoration, Hancock County, MS
  - . Undertaking of cleaning the beach and hauling debris and garbage
- Hancock County Beach Road Restoration, Hancock County, MS
  - . Total clean-up after damage and debris by hurricanes

EDUCATION

Business Administration, Southeast Iowa Community College, University of Southern Mississippi Comptia A+ Computer Technology General Electric, Blueprint and Schematic Reading Class

CE EMPLOYMENT

2007

PROFESSIONAL REGISTRATION

International Society of Arboriculture Trained and Certified Arborist

MDOT Storm Water Management, Hascats Inc. HAZWOPER, American Public Works Association Certified Public Infrastructure Inspector, Site Sensitive Design Residential and Commercial, JI Case Welding School

PROJECT REPRESENTATIVE

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

James M. Heinzel, CPII

Representative Project Experience:

- Hancock County Port Authority Maintenance Building, Stennis Space Center, Hancock County, MS
  - . Construction of new building to be office storage for the Airport Maintenance
  - . Steel frame shell with roof
  - . Three overhead doors for equipment access
- Kiln Wastewater Transmission, Kiln, MS
  - . Four lift stations
  - . Air release valves, clean outs, isolation valves, flow meters
  - . Residential and commercial grinder vaults and pumps
  - . Compaction driveway replacement and repair
- Gulfview Elementary School Renovation, Hancock County, MS
  - . Restored school destroyed by Hurricane Katrina
  - . Rafters required replacement and scabbing
  - . Plumbing, electrical, mechanical were all replaced
  - . New interior framing insulation, drywall and ceilings
- Bay St. Louis Lift Station #1, Bay St. Louis, MS
  - . Lift station was replaced
  - . Control boxes elevated
  - . Elevated pad and canopy to house new generators
- Hancock County Generator Grant, Hancock County, MS
  - . Retrofit lift stations
  - . Custom adapters to allow existing generator plug-ins to be fascinated
  - . Nine large trailers mounted generators
- Washington Street Comfort Station, Hancock County, MS
  - . Include restrooms and storage
  - . Lot drainage and landscaping
- Kiln Walking Trail Improvements, Hancock County, MS
  - . Rebuild walking track with updated asphalt surface
  - . Implemented special drainage
  - . Landscaping
- Hancock County Emergency Operations Center, Hancock County, MS
  - . Sate of the art operations center
  - . Precast tilt up concrete walls
  - . FEMA 361 compliant
  - . War room (emergency situation)
  - . Heavy steel framing and support columns and joists support

PROJECT REPRESENTATIVE

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

3 SECTION THREE

Personnel Resources and Assessment

SECTION 3 Personnel Resources and Assessment

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Personnel Resources and Assessment Ability

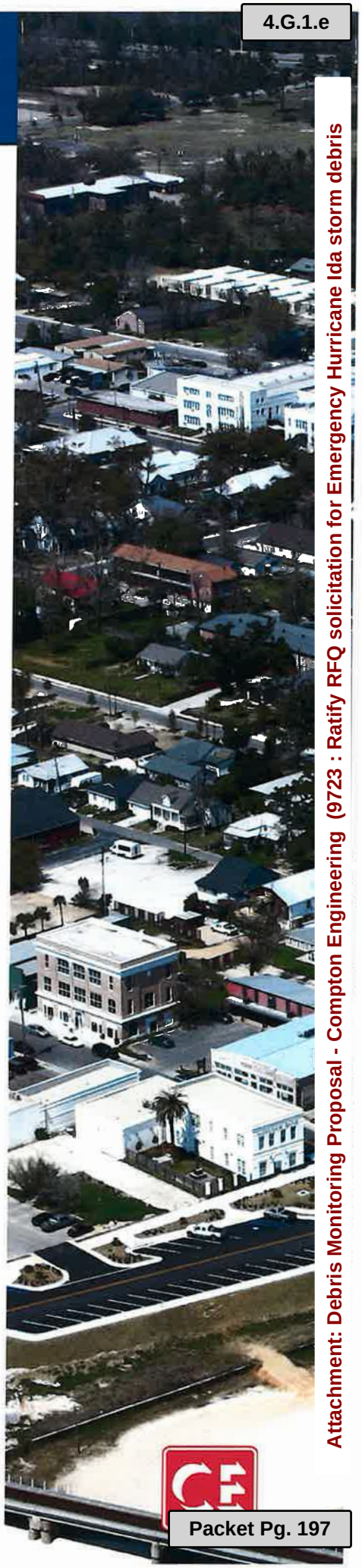
It is our opinion, the team of Compton Engineering, Inc. will provide Hancock County and your residents the best service possible. Our team has the ability to provide over 47 years of professional experience and current knowledge of planning, surveying, estimating, permitting, environmental, design, project administration, and construction.

We understand it is common for expectations and desired plans to exceed the current funding available. Our team has developed, if needed, project and budget estimates to support a phased approach for achieving the overall development. We also have the experience to coordinate the design and construction phases to minimize environmental impacts on the area.

The Compton Team has prepared and submitted numerous engineering reports and applications to support proposed projects and request funds from various funding agencies such as Federal Disaster Funds, American Fiscal Recovery Act, Coastal Impact Assistance Program, Community Development Block Grant, Tidelands, and the U.S. Army Corps of Engineers. Compton has a proven track record and many successful years of project-related experience required.

Our workload will allow ample staffing of this project in order to meet any schedule. We have staff available to begin work on the project immediately, and have additional support staff available as necessary to compliment the core team members as the project needs arise.

Compton's long time presence and engineering experience in Hancock County provides a wealth of local knowledge that will be beneficial for the permitting, design, and construction process.



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4 SECTION FOUR

Contractor Integrity

SECTION 4 Contractor Integrity

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Contractors Integrity

Firm Profile

Beginning in 1973, Compton Engineering was founded with an assurance to bring quality engineering to the Mississippi Gulf Coast. Before Lloyd J. Compton began operations of the present company, he was a partner in the consulting firm of Gautier and Compton. In 1980, Compton Engineering later became a partnership between Lloyd J. Compton, P.E., and his son, L. David Compton, P.E. President of the firm, Geoffrey F. Clemens, P.E., currently leads the Compton Engineering team with the same basic principles of honesty and integrity that were hallmarks of the Compton's reputation.

Compton Engineering, Inc. initially concentrated on civil engineering projects, including the design of projects for both public and private clients. In subsequent years, Compton Engineering's client base and client needs continued to grow and, as such, so did the firm. In 1993, Compton Engineering opened its office in Bay St. Louis, Mississippi to better serve the needs of our clients in the southwest region of the state. In 1999, Compton Engineering opened the Biloxi, Mississippi office. Compton Engineering has also added a governmental affairs office in Jackson, Mississippi to assist our clients at the state level, including assistance in securing funds for state and federal projects.

Over the past four decades, Compton Engineering has developed into a diversified firm with a professional staff having expertise in various areas of professional services. We have a proven track record in a wide array of projects from small (less than $100K) to extremely large (over $35M). At Compton Engineering, we take pride in maintaining our good reputation for character, integrity, sound judgment, experience, and efficiency.

As your local firm, we have a vast knowledge of the Hancock County area and understand what it takes to complete projects on time, on budget, and to the satisfaction of our client.



Bay St. Louis Biloxi Pascagoula

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Contractor Integrity

Quality of Service

Compton Engineering believes client satisfaction is measured by longevity of service and repeat business. We have been serving the Gulf Coast for over 45 years.

We also believe that the following attributes and experience sets us apart from other professional firms and insures our clients receive the level of professionalism and quality of service they expect.

We are the firm that is easily accessible and responsive:

Almost every member of our professional staff lives here in the coastal counties of Mississippi. All of our employees understand the importance of being responsive to our clients' needs. The principals and key employees will be available by phone 24/7 and will respond after hours and even on weekends, as needed. We are your local firm and a member of the community, serving our neighbors, our friends, and our family.

We are the firm that has the experience to meet the most demanding schedules:

When public funds are involved, meeting an ambitious schedule while complying with our State's bid laws can be challenging. We can face and overcome these challenges, as they are a significant part of our daily practice. The majority of our projects require an aggressive design and construction schedule to meet government contract deadlines. Schedules which some thought could not be achieved, we have achieved. Compton Engineering has experience identifying the specific functions and components of the project that determine the critical path for design and construction. We have implemented unique and successful approaches to project and construction management to reduce an overall project schedule considerably without sacrificing function, aesthetics, or budget of the project.

We are the firm that has the ability to manage construction and design:

The success of meeting an aggressive construction completion schedule cannot be managed by phone calls. It requires hands-on, competent, and qualified people. Compton Engineering will provide project managers and project representatives to successfully manage the construction of any project. Compton Engineering's resources include a staff that is comprised of Certified Construction Contract Administrators with knowledge of buildings codes, experience with bid and construction law, and the ability to understand and interpret construction specifications and drawings. Our team has experience in managing construction LPA contracts of projects from very small to extremely large and complex.



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

5 SECTION FIVE

Knowledge of Familiarity of Projects

SECTION 5 Knowledge of Familiarity of Projects

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Knowledge and Familiarity

Areas of Expertise

Over the years, Compton Engineering, Inc. has developed into a diversified firm with a professional staff having expertise in various areas of engineering, environmental, and surveying services. A sample of the services that can be provided by our firm is as follows:

Civil:

Railroad Design	Planning Regulation Adherence	Site Layout
Railroad Crossing Design	Drainage System Design	Airport Development
Water Treatment	Department of Transportation	New Utility Design
State Aid Roads & Bridges	Roadway Design	Beach Restoration and Renourishment
Environmental Permitting	Zoning Adherence	Residential Development
Planning Regulatory Review	Subdivisions	Traffic Studies
Industrial Pipelines	Wastewater Systems	Parks and Recreation Facilities
ADA Compliance	Walking Trails	Soil Erosion and Sediment Control
Run-off Calculations	Pump Stations	Water Distribution and Supply Design
Fountains	Watershed Analysis	Pedestrian and Vehicular Bridges
Zoning Compliance Review	Facilities Planning	Breakwaters

Surveying:

Railroad Survey in CSX/ROW	Subdivision Planning	Road and Site Layout
Property Line Determination	Hazardous Waste Site Surveys	Power Line Surveys
Tracts or Small Lots	Registered Land Surveys	Hydrographic Surveys
Construction Layout	Underground Cable Location	Highway and Road Surveys
FEMA Flood Elevation Certs.	Engineering Design Surveys	Remonumentation of Public Lands
Topographic Survey	Land Descriptions	Geodetic Surveys
Horizontal and Vertical Control	Pipeline Surveys	Photogrammetric Surveys
Aerial Photogrammetry	Easement Surveys	Land Subdivision
ACSM/ALTA Surveys		

Environmental:

Phase I Environmental Site Assessments	Underground Storage Tank Closures
Phase II Environmental Site Assessments	Long Term Sample Collection and Monitoring
Contaminated Site Closure Reports	Groundwater Elevation
Regulatory Consultation and Support	Spill Prevention Control & Countermeasure Plans (SPCC)
Permitting	Concentration Gradient/Plume
Facility Response Plans	Wetland Delineation
Mold Inspection and Remediation Plans	Wetland Mitigation
Brownfield's Program Eligibility	Wetland Restoration
Storm Water Permitting and Design	Remedial Design
Waste Characteristics	Feasibility/Pilot Studies
Remedial Oversight and Documentation	Remedial Design Investigations
Remedial Action Works Plans	Soil Management Plans
Environmental Land Use Restrictions	

Continued on next page ...



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Knowledge and Familiarity

Areas of Expertise

Waterfront:

Pier Design
Jetty Design
Marina Design
Underwater Utility Design
Coastal Foundation Design
Corps of Engineers Permitting
Barge Unloading Facilities
Dredging
Sea Wall Design
Port Facilities
Utility Location
Permitting
Coastal Erosion Prevention
Discharge Permitting
Boat Launch Ramp Design
Bulkhead Design
Bottom Profile and Underwater Utility Location
Scour Analysis and Erosion Prevention
Storm Water Detention
Anchorage and Mooring
Low-Profile Dams

Structural:

Concrete Structures
Masonry Structures
Light-Gage Structures
Foundation Design
Historical Restoration
Special Truss Designs
Steel Structures
HazMat Storage Building
Over-Head and Bridge Crane Structures
Structural Rehabilitation & Renovations
Pedestrian & Vehicular Bridges

Building Design as Engineering Lead:

Jet Engine Test Facilities
Training Laboratory
Fire Stations
Blast Cells
Funeral Homes
Vehicle Maintenance Facilities
Code Reviews
Community Centers
Control Rooms
Factory Mutual Compliant Facilities
Historical Renovations & Restorations
Office Complexes
Computer Centers
Shop/Fabrications Facilities
ADA Renovations
X-Ray Rooms
Lending Institutions
Coolers & Freezers Facilities
Cleanroom Environments
Aerospace Manufacturing Facility
Industrial Facilities
Water Treatment Facilities
Isolation Slabs
Education Facilities
Warehouses
Hazard Material Storage
Life Safety Compliance



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Knowledge of Familiarity of Projects

DEBRIS REMOVAL AND MONITORING EXPERIENCE

Compton as you can see is well qualified to handle your debris monitoring contract with the ability to ramp up and ramp down with qualified employees as need for any type of disaster or need that may come along, we not only understand the day to day operations, but we have extensive knowledge of all aspects from supervisors to field personnel right into accounting and closeout. Members of our supervisory team also completed and had oversight in damage assessment in over 8,000 structures.

Malcolm Pirnie

- Compton was hired as a sub-contract by Malcolm Pirnie shortly after Hurricane Katrina to support efforts of the United States Army Corp. of Engineers (USAC) for roughly 180 days. We provided over 120 inspectors including supervisory personnel 6 to 7 days a week for the duration with administrative personnel staying even longer to assist in record keeping, audit follow up and assistance in closeout.

- The scope of work consisted of providing quality assurance inspectors as defined by individual task orders, authorized by the client with cost not to exceed previously out lined in the contract. The work was to support debris clearance, removal and reduction under the USAC mission as defined during the disaster declaration. Under this mission Compton also assisted the USAC in inspection of their temporary roofing mission, and general construction projects related hurricane recovery efforts.

- Some of the services provided were identification of unit quantities of debris hauled, load ticket verification, quantities of roofing needed and being installed, and other general constructions inspection work as required. Daily logs including all pertiant information was kept, time such as: quantities, locations truck information as well as GPS coordinates as well as the time sheets and mileage logs to support them.

Hurricane Katrina – Debris removal and wharf repairs

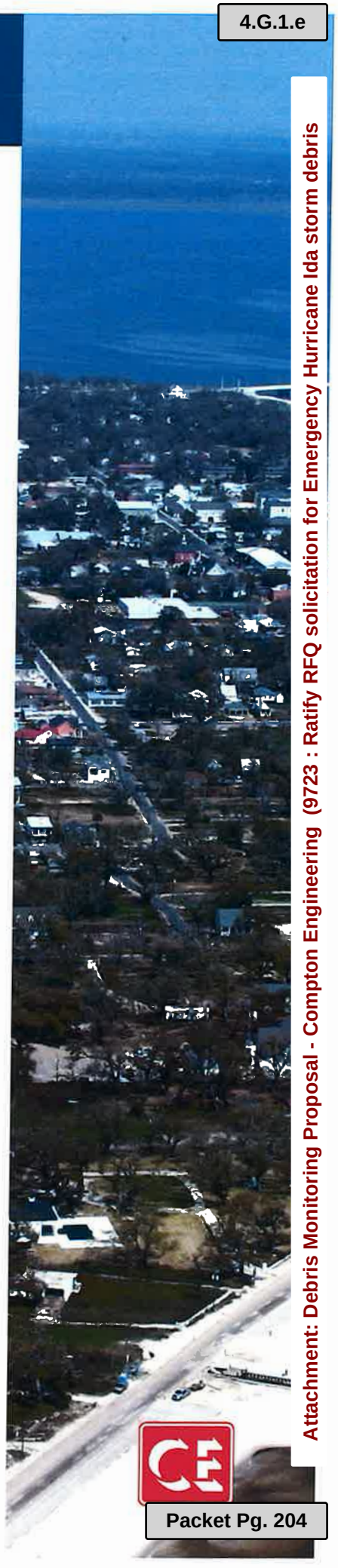
- The scope of work involved removing debris from under docks and repairing the damaged areas of the fender system. Debris removal consisted of all debris deposited on land and submerged debris down to an elevation a minimum of 24" below mean low tide.

Hancock County Hurricane Isaac Beach Road Bulk Debris Pickup, Haul and Disposal

- Removal of bulk debris and injurious material in the area between Hancock County seawall and western edge of Beach Road right of way.

Hancock County Hurricane Isaac Sand Beach and Pedestrian Path Bulk Debris Pickup, Haul and Disposal

- Removal of bulk debris and injurious material in the area between Hancock County seawall and waters edge (waters edge is defined as +1.0 msl) and pedestrian pathway.



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Knowledge of Familiarity of Projects

Jackson County Port Authority

Cleaning Interior Terminals

- The project included the cleaning and miscellaneous work required to remove the salt spray and the mud and debris for the terminals for the Port of Pascagoula at both the West Bank Facility on the East Pascagoula River and the Bayou Casotte facility located west of Industrial Road. Included in this project was cleaning the mud and debris from the floors; cleaning the trench drains located at the overhead doors; cleaning all metal building components submerged or exposed to salt spray; cleaning concrete walls that were submerged or exposed to salt spray; and coating and sealing areas that indicated they were beginning to rust or had been damaged as a result of the storm.

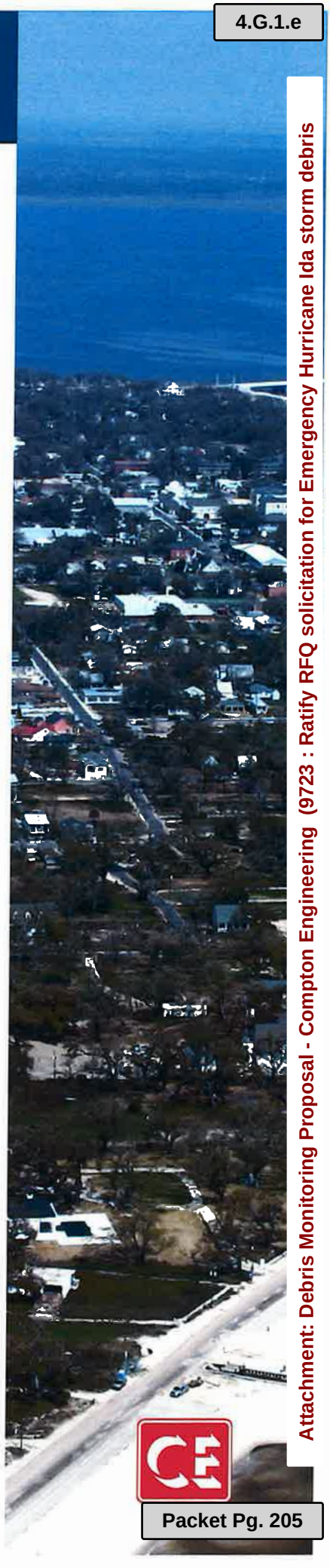
City of Pascagoula

Design services for culvert debris cleaning

- The project involved the cleaning and television inspection of various storm sewers throughout the City, primarily consisting of all storm drain piping.

Hurricane Nate Dredging of Upper Davis, Upper Davis, Heron, and Vaughn Bayou's

- This project included mechanical dredging and disposal of approximately 23,525 cubic yards of material from the site. Project is now under design.



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Knowledge and Familiarity of Projects

BEACH RENOURISHMENT EXPERIENCE:

Recent projects that illustrate our firm's ability to provide the services requested are presented on the following pages in this section. The projects outlined are either similar in size or complexity or are larger than the project proposed. In either case, we feel these examples should illustrate our experience in the engineering services you require.

Compton Engineering has provided planning, design, and construction management services for Hancock County's program of restoration along Bay St. Louis. Compton's services have encompassed restoration of 13 miles of sand beach including sand renourishment, erosion control measures, plant and vegetation restoration, and shoreline protection.

Hancock County Marina Marsh Restoration:

- Compton Engineering designed the restoration of a 0.5-acre tidal marsh. Compton prepared construction documents for:
  - Removing soil to bring the elevation to 0.5 feet msl
  - Soil preparation and fertilizer application
  - Construction of several tidal channels to enhance tidal flooding
  - Planting typical marsh vegetation sufficient to restore the marsh habitat within three years

Seawall Site Beach Renourishment:

- Compton Engineering designed a program of debris removal and beach renourishment for the area between Hancock County Seawall and water's edge, defined as 1.0-foot mean sea level (msl). Compton prepared construction documents for:
  - Removing bulk debris and injurious material from the project area
  - Reclaiming nearshore sand by mechanical means
  - Placing sand, sifting the final beach area, and removing sifting debris
  - Final dressing and grading of beach
  - Installing a sand fence for erosion control

Beach Restoration:

- Compton Engineering provided plans and specifications for removing debris from offshore areas adjacent to sand beach generally defined as areas below 1.0 foot (msl) extending out 600 feet, with exception on the vicinity of Ulman Avenue where the Jimmy Rutherford Pier was located. Compton performed contractor oversight for removal of all debris, sand, obstructions, etc., within or downstream of drainage instruments.



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Knowledge of Familiarity of Projects

BEACH RENOURISHMENT EXPERIENCE:

Hancock County Hurricane Katrina Beach Cleanup, Screening and Restoration, Hancock County, MS

The beaches of Hancock County are a primary basis of the local economy. Hurricane Katrina caused catastrophic damage to the beaches and associated infrastructure. The beaches were considered a current hazard to use by any public without cleaning and restoration. These beaches required full restoration to be returned to a prime source of the economic recovery. The beach sands required removal of screening and replacement in an engineered configured method and renourishment of areas of sand loss. Other beach recovery efforts were conducted such as sand fencing, vegetation planting, outfall line repairs, and berm construction. The project area extended from near U.S. Highway 90 southwest to the end of the Beach Road, excluding areas void of defined beaches.

The scope of work included the following:

- Preliminary evaluation of damages
- Debris quantification
- Survey of sand profiles
- Design services associated with the replacement of sand fencing
- Design and environmental services associated with the reestablishment of protective vegetation
- Design services associated with replacement of sand fencing
- Development of Bid Documents
- Implementation of bidding and awarding of construction contracts
- Project management and inspection of construction activities

Hancock County Hurricane Isaac Debris Removal:

- Compton prepared construction documents for Hurricane Isaac Debris Removal:
  - Removing of bulk debris and injurious material in the area of Hancock County seawall and water's edge western edge of Beach Road.

Hurricane Nate Beach Renourishment:

- Compton prepared construction documents for Hurricane Nate Debris Removal:
  - Import and placement of 34,664 C.Y. of sand along beach between Hwy. 90 and in the vicinity of Dane Street in Waveland, Mississippi.

Round Island Restoration, Mississippi Sound

- Compton Engineering designed and supervised installation of a beach restoration project to restore the island around the lighthouse on Round Island.
  - Collected core information to locate a suitable sand source
  - Calculated volume of sand needed to fit the City's budget
  - Secured necessary federal and state permits
  - Prepared bid specifications and supervised the contract for the restoration project
  - Designed and supervised a vegetation planting program for the new beach to prevent wind erosion of the restored island area.



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris



Hurricane Gustav Screening and Restoration

Compton Engineering prepared a Beach Restoration Permit using a near shore retrieval method. The project proposed to recover sand that is lost to wave action and accumulates in the near shore intertidal zone out to approximately 250 to 500 feet from the existing seawall. The sand is recovered using conventional earth moving equipment rather than more expensive offshore dredging and pumping. Compton Engineering negotiated with the U.S. Army Corps of Engineers and the Department of Marine Resources to allow recovery of up to 100,000 cubic yards of sand on an annual basis. Compton Engineering prepared an environmental assessment for the entire Hancock County shoreline and identified areas that would be problematic for permit approval due to the presence of submerged aquatic vegetation or shellfish beds. These areas were removed from the area requested for approval for nourishment. In addition, Hancock County beaches have been designated as critical habitat for the piping plover, a small shorebird that winters on the beaches and mudflats in the area. Compton Engineering negotiated with the U.S. Fish and Wildlife Service to provide for protective measures for the piping plover during project execution.







CLIENT:

Hancock County Board of Supervisors

FUNDED BY:

FEMA

PROJECT COST:

$359,684.00

COMPLETION:

August 2011

CE's ROLE:

Civil Engineering

Environmental

Permitting

Planning

Project Management

Surveying

CIVIL

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris



Beach Boulevard Drainage

Compton Engineering acted as the project engineer for the removal and replacement of 34 drainage structures along the Mississippi sound, thereby alleviating flooding for nearly 2,200 upland acres.

- Provided inspection, design, and construction over site from project inception to completion.
- Installed over 6,700 linear feet of reinforced concrete pipe and 35,000 S.F. of vinyl sheet pile.
- Constructed concrete slabs in bottom of open water outfalls to provide for easy maintenance.
- Cleaned and inspected a number of existing manholes and junction boxes to clear sand and debris.
- Utilized FEMA Emergency Funds through a project worksheet to cover the cost of the project.







CLIENT:

Hancock County
Board of Supervisors

FUNDED BY:

FEMA

PROJECT COST:

$3,500,000.00

COMPLETION:

April 2010

CE's ROLE:

Civil Engineering

Estimating

Permitting

Planning

Project Management

Surveying

CIVIL

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

SECTION 6 Sub-Consultant

SECTION 6 Sub-Consultant

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Executive Summary

DebrisTech, LLC

When a major disaster strikes, it is critical that response and recovery efforts be carried out quickly, safely, and efficiently. Since 2010, our Automated Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Debris Removal Monitors, equipped with our tracking devices, keep a bullet-proof digital record from start to finish.

Modeled after proven debris monitoring methods, DebrisTech replaces hand written tickets with real time data collection devices, raising the bar for documentation and security. Built-in automated fraud detection and audit tools reduce the risk of fraudulent activities and minimize the potential of costly de-obligations. The system can also provide agencies, such as FEMA or the Inspector General, real time access to the data. This access allows auditors to begin their task early, meaning quicker reimbursement and recovery.

DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. We realize that most of our Clients call on us during times of distress and we recognize the tremendous responsibility associated with accurately and thoroughly documenting the debris removal process. DebrisTech is committed to providing the attention and service that is second to none.

FEMA Compliance

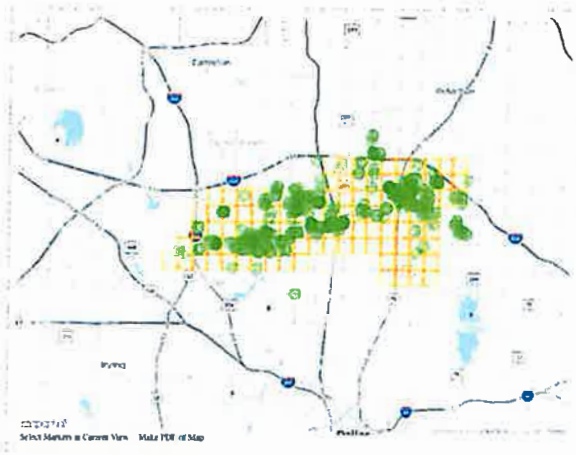
Monitoring the debris removal process from site loading to disposal with electronic tracking ensuring FEMA COMPLIANCE. Accurate documentation of debris removal and disposal operations and eligible associated costs is essential for any and all grant reimbursements from FEMA. DebrisTech's Debris Monitoring System Documentation will verify to FEMA that your debris removal operations are eligible for reimbursement, costs are reasonable, contract and procurement processes are appropriate, quantification of the debris is accurate, and the tracking of the debris to its final disposition is recorded and in absolute compliance with all regulatory requirements. Our debris monitors understand FEMA policies and guidelines, including eligibility issues and specifically those relating to debris. However, each disaster is unique and we will work with you and FEMA to develop any specific protocols necessary for your particular situation.

DebrisTech will Identify possible health/safety risks, verify operational compliance with FEMA eligibility criteria, check debris loading, staging, reduction, and disposal sites to ensure compliance with PA eligibility criteria, validate truck and trailer capacity certifications, evaluate operational efficiency , and oversee documentation requirements as outlined by FEMA. Our goal is to handle all monitoring of the debris removal process to ensure all guidelines are followed and your operations meet FEMA eligibility requirements.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

DebrisTech has helped communities across the country pick up the pieces after major disasters. Our team members have lived through hurricanes and other disasters, and we've seen first-hand what it means to a community and its residents. Our mission is to alleviate the burden of monitoring the process of the debris removal so that the leaders and residents of stricken communities can focus on each other and begin to heal, and ensuring that all costs incurred are eligible for reimbursement by FEMA. Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of Removal Contracts and Reimbursements
- Accurate and Objective Estimation of Debris Quantities
- Understanding of All Phases of Debris Management Operations
- Knowledge of Loading Sites, DMSs, and Final Disposition Sites
- Accurate Differentiation of Debris Types
- Adherence to and Understanding of Site Safety Procedures
- Effective and Efficient Communication
- Experience and Knowledge of Construction Machinery



GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities

Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We acts as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. With our ADMS, you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup.

Hiring Locally

DebrisTech understands the importance of utilizing local resources following a natural disaster. It is DebrisTech's policy to hire as many local workers as are available in the project area to fill the field coordinator, load monitor, and tower monitor positions. Because we utilize Apple's iPads for our load ticketing device, the training process is very efficient and takes less than 3 hours typically. This hiring and training process begins as soon as our management team reaches the area and continues until an adequate workforce establishes. We always work very closely with the Debris Removal Contractor to make sure that we have enough monitors available to meet their needs.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Below is a table that summarizes the activities that will take place over the duration of the project:

Prior to Award	0-24 Hours	0-24 Hours	48 Hours	1 Week	1 Month
Allocate Necessary Equipment	Meet with Leadership	Begin Training Bring in Monitors Training	1 Monitor Per Contractor Training	Maintain 1/1 Ratio Training	Start Invoicing to expedite reimbursement
Notify Key Personnel	Mobilize Key Personnel	Meet with other Contractor	Maintain Data Base with Official	Determine if Monitor Ratio is adequate	Continuing up-dates on Progress
Notify Monitors in the Area	Begin onboarding Process	Generate Custom Database/ Meet with GIS	Start Clean up Operations with Contractors	Removal Invoice Reconciliation	Removal Invoice Reconciliation

Litigation

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to eater into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

Financial Stability

DebrisTech, LLC is a financially sound company with the ability to endure substantial payroll requirements for multiple projects of any size. A disaster of this magnitude effects many local governments. Our list of past clients shows that our firm frequently responds to multiple projects simultaneously. This level of response requires precise coordination of multiple project management teams and the capital to consistently fund payroll.

Meeting Scope of Services

DebrisTech, LLC is fully capable of meeting the debris monitoring scope of services listed in this RFP. We understand that this will require immediate response upon activation. Since 2010, we have provided our clients with all the data necessary to receive reimbursement for their debris removal cost. The company President, Brooks Wallace, and principals, Les Dungan, Jeff Dungan, Lee Mock and Ryan Holmes assure the mobilization requirements will be met.

Brooks Wallace, P.E. is the President of DebrisTech, LLC. DebrisTech is a Mississippi Limited Liability Company that is authorized to perform business in Alabama. The federal identification number is 27-3362906.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Section 1 : Qualification Of The Firm

Documentation of Experience



DebrisTech has helped communities across the country pick up the pieces after major disasters. Our team members have lived through hurricanes and other disasters, and we've seen first-hand what it means to a community and its residents. Our mission is to alleviate the burden of monitoring the process of the debris removal so that the leaders and residents of stricken communities can focus on each other and begin to heal, and ensuring that all costs incurred are eligible for reimbursement by FEMA. Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

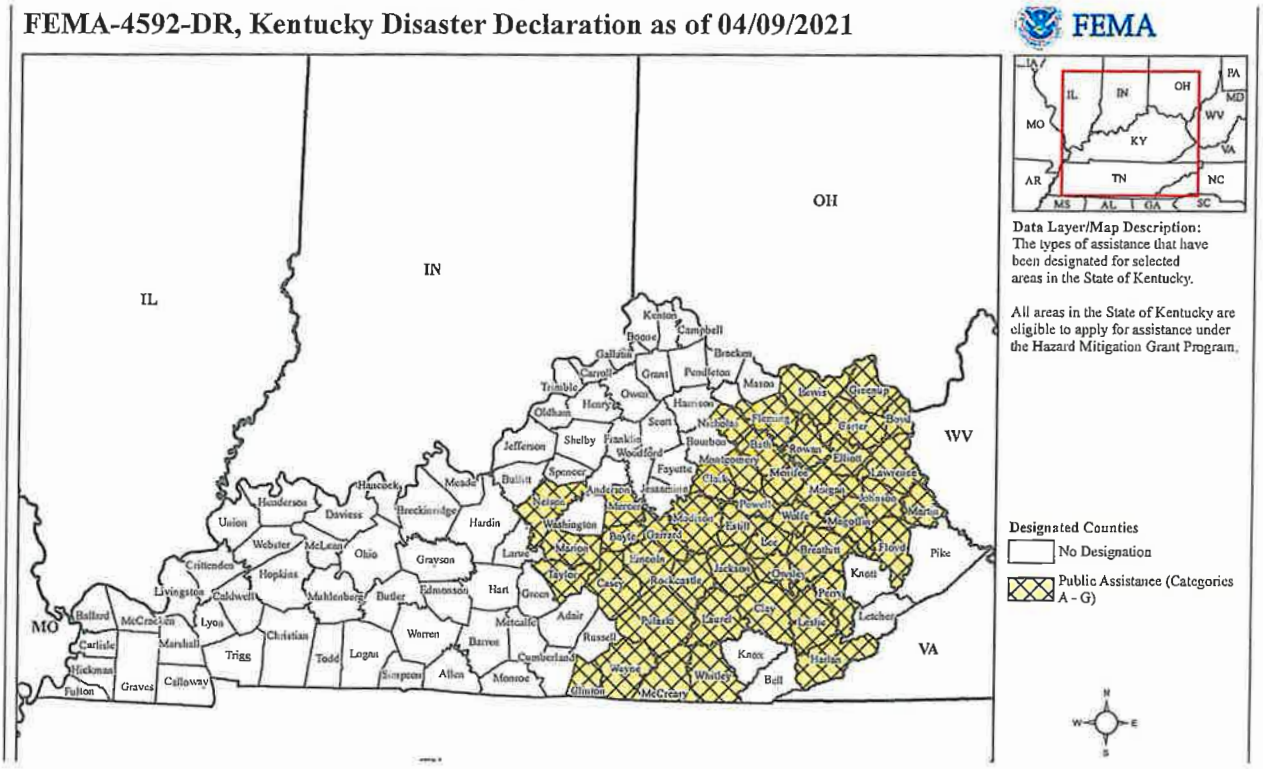
- Understanding of Removal Contracts and Reimbursements
- Accurate and Objective Estimation of Debris Quantities
- Understanding of All Phases of Debris Management Operations
- Knowledge of Loading Sites, DMSs, and Final Disposition Sites
- Accurate Differentiation of Debris Types
- Adherence to and Understanding of Site Safety Procedures
- Effective and Efficient Communication
- Experience and Knowledge of Construction Machinery

Let our experience and understanding work for you.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Kentucky Ice Storms (DR-4592-KY)

DebrisTech fulfilled the debris monitoring responsibilities of the state contract on behalf of ER Assist, the state Public Assistance contractor, following this disaster. Our staff was responsible for hiring, training, monitoring, documenting, and removal invoice reconciliation.



DT108 - Boyd County - March, 2021 - June, 2021 - 12,105.9 Tons

Jason Queen, FEMA Coordinator - 606-393-1801

DT07 - Carter County- August 25, 2020 - Present 137,055.5 CY

Tom Thompson, EM Director - 606-474-9827

DT110 - Elliot County - April, 2021 - August, 2021 89,011.2 CY

Jim Skaggs, EM Director - 606-738-6011

DT109 - Johnson County - June, 2021 - Present - 79,067.7 CY

Jerry McClure, EM Director - (606) 789-2550

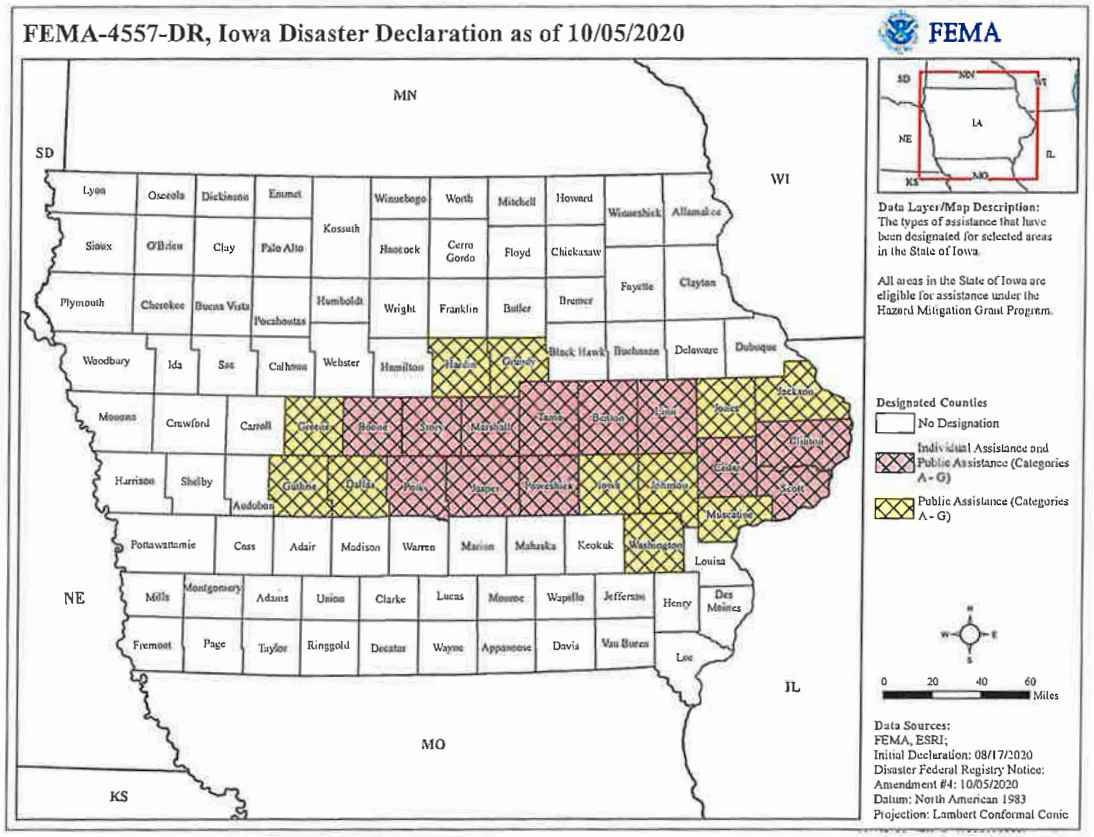
DT113 - Morgan County - April, 2021 - August 2021 - 58,524.5 CY

Irene Jenkins, EM Director - (606) 743-4169

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Iowa Severe Storms (DR-4557-IA)

DebrisTech is eligible to respond to this request for proposals based on experience acquired from providing debris monitoring services in response to more than 100 contract activations across 12 states and the commonwealth of Puerto Rico since 2010. Below are eight very recent examples of the firm assisting similarly effected governments following two



DT080

Madrid, IA - August 20, 2020 - October 6, 2020 CY 25,767.4, 1 DMS

Tom Brown, Mayor- 515-795-3930

DT081 - City of Cedar Rapids, IA - August 25, 2020 - Present CY 3,301,183.7 16 DMS

John Riggs, Housing & Enforcement Manager - 319-286-5981 J.riggs@cedar-rapids.org

DT082 - City of Marion, IA - September 2, 2020 - December 29, 2020 CY 1,102,111, 3 DMS

Ryan Miller, Public Services Director - 319-377-6367 rmiller@cityofmarion.org

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Recent Experience

DebrisTech is eligible to respond to this request for proposals based on experience acquired from providing debris monitoring services under 85 contract activations across 11 states and the commonwealth of Puerto Rico since 2010. Below are eight very recent examples of the firm assisting similarly effected governments following two separately declared disasters.

2020 - Mississippi SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS, AND FLOODING (DR-4536-MS)

2020 - Mississippi SEVERE STORMS, TORNADOES, STRAIGHT-LINE WINDS, AND FLOODING (DR-4551-MS)

DT065 - Jefferson Davis County, MS - April 27, 2020 - July 30, 2020 CY 237,697.1

Bobby Rushing, Board President - 601-792-4336 - brushing@co.jefferson-davis.ms.us

DT066 - Lamar County, MS - April 23, 2020 - May 14, 2020 CY 14, 790.7

Tommy Jones, Road Manager - 601-606-5768t - tjones@lamarcountyms.gov

DT067 - Jones County, MS - May 4, 2020 - August 12, 2020 CY 271,393.2

Daniel Ashley, Chief Administrative Officer - 601-649-1280

DT068 - City of McComb, MS - April 30, 2020 - July 12, 2020 CY 107,080.9

Quodiniah Lockley, Mayor - 601-684-4000 - qlockley@mccomb-ms.gov

DT070 - Marion County, MS - June 2, 2020 - Present CY 38,910.9

Terry Broome, Board President - 601-736-7382 - terrybroome@co.marion.ms.us

DT071 - Walthall County, MS - June 1, 2020 - July 28, 2020 CY 68,492.1

Larry Montgomery, Board President - 601-876-2611 - cginn@co.walthall.ms.us

DT072 - Lawrence County, MS - June 1, 2020 - July 11, 2020 CY 42,387.7

Steve Garret, Board President - 601-587-3003 - hrains@co.lawrence.ms.us

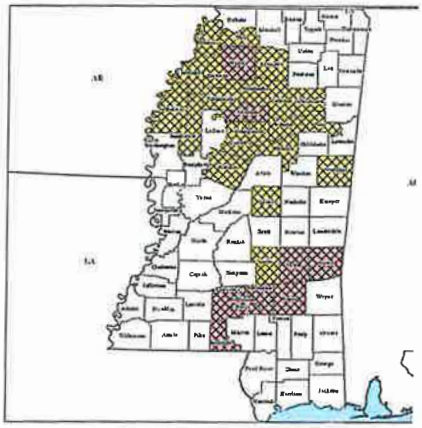
DT073 - Pike County, MS - July 15, 2020 - August 5, 2020 CY 36,771.2

Tami Dangerfield, County Admin. - 601-783-5289 - tamid@pikecountyms.gov

FEMA-4551-DR, Mississippi Disaster Declaration as of 07/09/2020



FEMA-4536-DR, Mississippi Disaster Declaration as of 05/29/2020



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

City of Dallas, TX



Project Highlights

- 409,330.6 CY of Debris Monitored and Documented
- 6,191 Leaners and 2,700 Hangers Documented
- 48 Debris Removal Crews
- 3 Disposal Sites in Operation
- Focus on Vegetation & Waterway Clearing

On the evening of October 20, 2019 a discrete supercell of thunderstorms developed across the Dallas–Fort Worth metroplex, generating several tornadoes. One of those tornadoes was an EF3 and caused damage in the Dallas suburbs, becoming the costliest tornado event in Texas history, at $1.55 billion. A later squall line contributed to additional tornadoes and a widespread swath of damaging winds as the system tracked eastward.

The City of Dallas, TX promptly advertised for debris management services and debris monitoring services. DebrisTech was selected to provide debris monitoring services. Once selected, standard protocols where initiated to alert previously notified debris monitors in the area to coordinated on boarding and specific duty/safety training. After consulting with the management/removal contractor it was determined that 60 monitors would be required to properly monitor the removal operation. Our management team responded with in 24 hours and was fully staffed with in 48 hours completely documenting the required aspect of the removal operations.

The initial operation was to gather debris from the right of way and process it at separate Temporary Debris Management Sites before hauling it out to a permanent disposal site east of Dallas. Parks and drainage waterways experienced extensive damage from the EF3 level winds. Our monitors utilized the ADMS to capture crucial data that was required if the city was to receive any reimbursement from FEMA for the clearing and removal services.

Service Date

October 2019 - February 2020

Client Contact Information

Mr. Tim Oliver
Solid Waste Director
214-670-5111
timothy.oliver@dallascityhall.com

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Puerto Rico DTOP - Hurricane Maria



Project Highlights

- 1,303,358.2 CY of Vegetative Debris Monitored and Documented and counting
- 78,358.7 CY of C&D Debris Monitored and Documented and counting
- 300 Debris Removal/Trimming Crews
- 8 Disposal Sites in Operation

On September 20, 2017, Puerto Rico, the American Territory roughly 1,000 miles off the coast of Florida, was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the 3,500 sq miles Island leaving devastation in its wake. That record-setting storm left more than 90% of the island in the dark; with a debris field that encompassed all of Puerto Rico.

The Government of Puerto Rico elected to divide the Island into 5 Zones and hired two, third party private consultants to Monitor and Document the removal and disposal of the storm generated debris. DebrisTech was selected to monitor the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria.

Utilizing DebrisTech's ADMS to monitor and record the Contractor's activities, the local government is able to track and manage their recovery in these zones with access to real-time information.

DebrisTech mobilized within 24 hours after Notice to Proceed while amassing a staff of 40 trained monitors and a management staff of 16 full-time DebrisTech employees keeping pace with the local government's desire to begin the recovery process as soon as possible.

DebrisTech is honored to be considered one of the top 2 firms in our respected field based on our past and current performances aiding cities, counties, states, and territories across the country in recovering from their own unexpected natural disasters. Due to the amount of personnel demand over a sustained period, coupled with agreed upon payment terms, this project is a shining example of DebrisTech's ability to engage in multi-million dollar endeavors across the country.

Service Dates:

November 2017 - Present

Client Contact Information

Ing. Emilio Garay Vega; PE, RPA
Special Assistant to the Executive Director of DTOP
787-722-2929 ext. 3034
mailto:egaray@dtop.pr.gov

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

"The Beaches" - Florida



In 2014 the **City of Jacksonville Beach** procured DebrisTech to provide debris monitoring services until 2019 and is now extended until 2025. This pre-procured contract and their approved debris management plan have allowed them to be fully prepared for the last 3 major hurricanes to effect Jax Beach. DebrisTech was present in the EOC within hours of each storm's passing to begin the first push and the required debris removal documentation.

Upon activation in 2016 for Hurricane Matthew, DebrisTech was recognized as a necessity by two neighboring beach cities, **Neptune Beach and Atlantic Beach.** These cities utilized the cooperative purchasing clause in Jacksonville Beach's RFP to enter into an agreement with DebrisTech to provide debris monitoring services in October of 2016.

DebrisTech was responsible for documenting every hazardous limb and tree, along with every load of storm-generated debris, from these 3 cities. DebrisTech also documented the removal of this debris to its final resting place in the haul out phase.

After Irma in 2017, DebrisTech was able to monitor and document the removal of all eligible storm-generated debris, along with hundreds of hazardous trees and limbs, from the public right of way for all 3 cities. Because of the geographic proximity of these cities, DebrisTech was able to leave 1 project manager to service and address any concerns brought up by each city.

Project Highlights

- 240,000 CY of Debris Monitored and Documented
- 1,500 Hazardous Hanger and Leaner Tickets Processed
- Vegetative, C&D, and HHW Debris Classified, Removed, and Disposed
- 3 Temporary Disposal Sites
- 40 Monitors and other Staff members

Service Dates:

October 2016 -January 2017

October 2017 - January 2018

Client Contact Information

Dennis Dupries, Construction Engineering Project Manager, Jacksonville Beach

904-247-6220

ddupries@jaxbchfl.net

Leon Smith, Public Works Director, Neptune Beach

904-270-2423

leonsmith@neptune-beach.com

Scott Williams, Director of Public Works, Atlantic Beach

904-247-5834

swilliams@coab.us

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Recent Debris Monitoring Clients

Event	Client	Point of Contact	Title	Contact
Ice Storm 2021	Boyd County, KY	Jason Queen	FEMA Coordinator	606-694-0715
Ice Storm 2021	Carter County, KY	Mike Malone	County Judge Executive	606-474-5366
Ice Storm 2021	City of Natchez, MS	Richard Burke	Assistant Mayor	601-445-7555
Ice Storm 2021	Warren County, MS	Jim Garner	County Engineer	601-618-7777
Hurricane Zeta 2020	Greene County, MS	Jason Lamb	County Engineer	601-310-4205
Hurricane Zeta 2020	Town of Leakesville, MS	Rex Garretson	Town Clerk	601-394-2383
Hurricane Zeta 2020	George County, MS	Connie Shockley	Purchasing Clerk	601-947-7506
Hurricane Zeta 2020	City of Selma, AL	Meredith Stone	City Engineer	334-875-1960
Hurricane Zeta 2020	City of Pass Christian, MS	Marian Govenor	City Clerk	228-452-3311
Ice Storm 2020	City of King Fisher, OK	Dave Slezickey	City Manager	(405) 375-3705
Hurricane Zeta 2020	City of Bay St. Louis, MS	Kim Favre	Public Works Director	(228)466-5505
Ice Storm 2020	City of Peidmont, OK	Andy Logan	Emergency Manager	(405) 850-9684
Hurricane Zeta 2020	Forsyth County, GA	Eric Johnson	County Manager	(770) 781-2101
Ice Storm 2020	City of Mustang, OK	Jess Schweinberg	Mayor	(405) 376-4521
Ice Storm 2020	City of Moore, OK	Brooks Mitchell	City Manager	(405) 793-5200
Ice Storm 2020	City of Midwest City, OK	Patrick Menefee	City Engineer	(405) 739-1213
Ice Storm 2020	City of El Reno, OK	Matt Sandidge	City Manager	405-295-9312
Hurricane Zeta 2020	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Hurricane Zeta 2021	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
Hurricane Zeta 2021	City of Carencro, LA	Don Chauvin	City Manager	337-896-8481
Hurricane Zeta 2020	City of Ocean Springs, MS	Patty Gaston	City Clerk	228-217-8692
Hurricane Sally 2020	City of Robertsdale, AL	Greg Smith	City Engineer	251-747-7374
Hurricane Laura 2020	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Derecho 2020	City of Marion, IA	Ryan Miller	Public Services Director	319-377-6367
Derecho 2020	City of Cedar Rapids, IA	John Riggs	Housing & Enforcement Manager	319-286-5981
Derecho 2020	City of Madrid, IA	Tom Brown	Mayor	515 7953930
Hurricane Hanna 2020	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Flash Flood 2020	St. Charles Parish, LA	Chandra Sampey	Contract Monitoring Specialist	985-783-5102
Tornado 2020	Jefferson Davis County, MS	Bobby Rush	Board President	601-792-4336
Tornado 2020	Walthall County, MS	Larry Montgomery	Board President	601-876-2611
Tornado 2020	Marion County, MS	Terry Broome	President,Board of Supervisors	601-736-7382
Tornado 2020	Pike County, MS	Tami Dangerfield	County Administrator	601-783-5289
Tornado 2020	City of McComb, MS	Quodiniah Lockley	Mayor	601-684-4000
Tornado 2020	Jones County, MS	Daniel Ashley	Chief Administrative Officer	601-649-1280
Tornado 2020	Lawrence County, MS	Steve Garrett	Board President	601-587-3003
Tornado 2020	Lamar County, MS	Tommy Jones	Road Manager	601-606-5768
Straight Line Wind 2019	City of Waverly, TN	Corey Burkett	Public Works Director	931-296-2101

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Tropical Storm Olga 2019	City of Corinth, MS	Clayton Mills	Public Works Director	662-415-2101
Tornado 2019	Lee County, MS	Lee Bowdry	EM Director	662-432-2950
Hurricane Harvey 2017	Port Aransas	David Parsons	City Manager	361-749-4111
Tornado 2019	City of Dallas, TX	Tim Oliver	Director of Sanitation	214-670-3111
Tornado 2019	Yazoo County, MS	Jack Willingham	Emergency Management Director	662-571-0378
Tornado 2019	City of McComb, MS	Quodiniah Lockley	Mayor	601-684-4000
Tornado 2019	Monroe County, MS	Sonny Clay	Road Manager	662-319-7881
Tornado 2019	City of Columbus, MS	Casey Bush	Public Works Director	662 329-5116
Hurricane Michael 2018	Wiregrass Electric Coop	Jason Thrash	Project Engineer	334-712-0714
Hurricane Michael 2018	Baker County, GA	Sherry Bailey	County Administrator	229-734-3007
Hurricane Michael 2018	Lee County, GA	Mike Sistrunk	Co-County Manager	229-759-6000
Hurricane Michael 2018	Miller County, GA	Corey Thomas	Deputy EMA Director	229-758-4122
Hurricane Michael 2018	Mitchell County, GA	Clark Harrell	County Administrator	229-336-2000
Hurricane Michael 2018	Panama City, FL	Shane Dougherty	Solid Waste Superintendent	850-872-3172
Hurricane Michael 2018	Bay County, FL	Don Murray	General Services Director	850-248-8732
Hurricane Florence 2018	Pamlico County, NC	Tim Buck	County Manager	252-745-3133
Hurricane Florence 2018	Town of Hope Mills, NC	Melissa Adams	Town Manager	910-426-4114
Hurricane Florence 2018	Cape Carteret, NC	Zachary Steffey	Town Manager	252-393-8483
Hurricane Maria 2017	Puerto Rico Department of Transportation and Public Works	Ing. Emilio Garay Vega; PE, RPA	Special Assistant to the Executive Director of DTOP	787-722-2929 ext. 3034
Hurricane Maria 2017	Puerto Rico Aqueduct and Sewer Authority	Arnoldo Colon Maldonado	Corporate & Strategic Planning Vice President	787-620-2277 ext. 2412
Hurricane Maria 2017	Puerto Rico Department of Recreation and Sports	Cedric Sasso	Finance Director	787-247-5444
Hurricane Irma 2017	McIntosh County, GA	Adam Poppell III	County Attorney	912-437-2181
Hurricane Maria 2017	Forsyth County, GA	Chris Grimes	EMA Director	770-205-5674
Hurricane Maria 2017	Bibb County, GA	Spencer Hawkins	Emergency Mgt	478-832-6300
Hurricane Maria 2017	Jacksonville Beach, FL	Dennis Dupries	Engineering Project Manager	904-226-3811
Hurricane Harvey 2017	Matagorda Co., TX	Kristen Kubecka	County Auditor	979-244-7614
Tennessee Straight Line Winds 2017	City of Memphis, TN	Phillip Davis	Deputy Director of Solid Waste	901-576-6872
Mississippi Straight Line Winds 2017	Holmes County, MS	Charlie Joiner	County Administrator	662-834-0911
Mississippi Straight Line Winds 2017	City of Durant, MS	Tasha Davis	Mayor	662-653-3221
Mississippi Straight Line Winds 2017	Yazoo County, MS	Donna Kraft	County Administrator	662-746-8668

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Mississippi Straight Line Winds 2017	Montgomery County	Ryan Wood	Chancery Clerk	662-283-2333
Jan Tornado 2017	City of Hattiesburg	Larry Barnes	Public Works Director	601-545-4545
Jan Tornado 2017	Lamar County, MS	Joseph Waits	County Administrator	601-794-1008
Hurricane Matthew 2016	Jacksonville Beach, FL	Ty Edwards	Public Works Director	904-226-3811
Hurricane Matthew 2016	Atlantic Beach, FL	Don Jacobovitz	Public Works Director	386-916-7381
Hurricane Matthew 2016	McIntosh County, GA	Adam Poppell III	County Attorney	912-437-2181
Summer Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
Summer Floods 2016	City of Central, LA	Jr. Shelton	Mayor	225-936-9687
Summer Floods 2016	City of Baker, LA	Darnell Waites	Mayor	225-615-4194
Summer Floods 2016	City of Clinton, LA	Lori Ann Bell	Mayor	225-244-2288
Spring Floods 2016	Tangipahoa Parish, LA	Wesley Danna	Parish Supervisor	985-474-1003
Spring Floods 2016	Caldwell Parish, LA	Wanda Stowe	Sec/Treasurer	318-649-2681
Tornado 2015	Marshal County, MS	Larry Hall	County Administrator	662-544-1952
Tornado 2015	Benton County, MS	Ricky Pipkin	President,Board of Supervisors	662-541-6853
Tornado 2014	Marion County, MS	Terry Broome	President,Board of Supervisors	601-736-7382
Tornado 2014	City of Tupelo, MS	Don Lewis	Chief of Operations	662-871-8169
Tornado 2014	Itawamba County, MS	Gary Franks	County Administrator	662-401-4967
Tornado 2014	Winston County, MS	Julie Cunningham	Chancery Clerk	662-773-3631
Tornado 2014	City of Pearl, MS	Brad Rogers	Mayor	601-540-3962
Tornado 2014	Lamar County, MS	Chuck Bennet	County Commissioner	601-794-3406
EF5 Tornado 2013	Moore, OK	Stan Drake	Deputy City Manager	405-793-5200
EF5 Tornado 2013	Mustang, OK	Justin Battles	Assistant City Director	405-376-4521
Super Storm Sandy	Nassau County, NY	Richard Iadevaio	Superintendent of Highway Construction	516-571-6824
Super Storm Sandy	Long Beach, NY	Jim Lacarrubba	Commissioner of Public Works	516-431-1011
Super Storm Sandy	Town of Hempstead, NY	Craig A. Mollo	Deputy Commissioner of Highways	516-812-3455
Super Storm Sandy	Village of Garden City, NY	Ed Fronckwicz	Recreation Department	516-465-4079
Hurricane Isaac 2012	Lincoln County, MS	David Fields	County Administrator	601-835-3421
Hurricane Isaac 2012	Pearl River County, MS	Adrain Lumpkin	County Administrator	601-403-2302

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Key Personnel

Brooks Wallace, P.E., President

brooks@debristech.com

Brooks R. Wallace, P.E. created DebrisTech in 2010 in response to a need for real-time auditing of debris removal projects. He has a vast array of experience in the field of civil engineering, Point of Sale Systems, and debris removal monitoring. Working as an engineer on numerous projects in South Mississippi, including the aftermath of Hurricane Katrina, he was able to identify vulnerabilities and inefficiencies in the process of debris removal operations and monitoring. He realized that the technology was available to provide real-time data to FEMA and municipal supervisors overseeing cleanup efforts while creating a database of information that could be referenced at any time for compliance purposes. Utilizing the technology currently available, Mr. Wallace developed the software platform for what has evolved into a system that is revolutionizing the process of debris monitoring and compliance.

A civil engineer by trade, Mr. Wallace has dealt with countless municipal and county projects involving infrastructure upgrades and the modernization of local and regional maps and surveys. He has worked with law enforcement agencies, municipal governments, state agencies, and FEMA on projects ranging from smart growth plans to large-scale utility and resource redesigns.

Mr. Wallace will perform contractual negotiations, contractor invoicing, software development, and asset/personnel assignment. He is proficient in preparation planning, analysis, monitoring procedures, and personnel management. The technology he developed, along with previous experience, creates an invaluable leader for the DebrisTech team.

Experience

DebrisTech, LLC

Founder/Creator - 2010 - Present

Dungan Engineering, P.A.

Principal Engineer - 2002 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2020 DR-4562-OR-Oregon WILDFIRES AND STRAIGHT-LINE WINDS

2021 DR-4598-MS-Mississippi Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

2020 DR-4654-FL Hurricane Sally

2020 DR-4572-TX Hurricane Laura

2020 DR-4557-IA Iowa Severe Storms - Derecho

2020 EM-3530 Texas Hurricane Hanna

2020 EM-3527 Louisiana Tropical Storm Cristobal

2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2019 DR-4450 Mississippi Severe Storms

2019 DR-4429 Mississippi Severe Storms

2018 DR-4406 Hurricane Michael (AL)

2018 DR-4400 Hurricane Michael (GA)

2018 DR-4399 Hurricane Michael (FL)

2018 DR-4393 Hurricane Florence (NC)

2017 DR-4339 Hurricane Maria (PR)

2017 DR-4336-PR Hurricane Irma (PR)

2017 DR-4338 Hurricane Irma (GA)

2017 DR-4337 Hurricane Irma (FL)

2017 DR-4332 Hurricane Harvey (TX)

2017 DR-4320 Straight-line Winds (TN)

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Disasters Providing Monitoring Services

2020 DR-4562-OR-Oregon WILDFIRES AND STRAIGHT-LINE WINDS

2021 DR-4598-MS-Mississippi Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

2020 DR-4579-GA Topical storm Zeta

2020 DR-4563-AL Hurricane Sally

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2020 DR-4557-IA Iowa Severe Storms - Derecho

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2020 EM-3527 Louisiana Tropical Storm Cristobal

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2020 DR-4473-PR Earthquakes

2020 EM-3426-PR Earthquakes

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2019 DR-4450 Mississippi Severe Storms

2019 DR-4429 Mississippi Severe Storms

2018 DR-4406 Hurricane Michael (AL)

2018 DR-4400 Hurricane Michael (GA)

2018 DR-4399 Hurricane Michael (FL)

2018 DR-4393 Hurricane Florence (NC)

2017 DR-4339 Hurricane Maria (PR)

2017 DR-4336-PR Hurricane Irma (PR)

2017 DR-4338 Hurricane Irma (GA)

2017 DR-4337 Hurricane Irma (FL)

2017 DR-4332 Hurricane Harvey (TX)

2017 DR-4320 Straight-line Winds (TN)

2017 DR-4314 Straight-line Winds (MS)

2017 DR-4297 Tornadoes (GA)

2017 DR-4295 Tornadoes (MS)

2016 DR-4284 Hurricane Matthew (GA)

2016 DR-4283 Hurricane Matthew (FL)

2016 DR-4277 Flooding (LA)

2016 DR-4263 Flooding (LA)

2015 DR-4248 Tornadoes (MS)

2015 DR-4247 Ice Storm (OK)

2015 DR-4205 Tornadoes (MS)

2015 Avian Influenza (IA)

2014 DR-4175 Tornadoes (MS)

2013 DR-4117 Tornadoes (OK)

2013 DR-4101Tornadoes (MS)

2012 DR-4085 Hurricane Sandy (NY)

2012 DR-4081 Hurricane Isaac (MS)

2008 DR-1786 Hurricane Gustav (LA)

2005 DR-1602 Hurricane Katrina (MS)

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Ryan Holmes, P.E.

ryan@debristech.com

Ryan A. Holmes is a licensed engineer and Principal at DebrisTech. Collateral duties include business development, project management, and marketing. Mr. Holmes has over 15 years of diversified civil engineering experience. He is uniquely talented, drawing from his experience with municipal, county, and state governments, along with private clients. Mr. Holmes has worked on numerous debris removal projects, including several projects along the Mississippi coast in the aftermath of Hurricanes Katrina and Isaac, and along the east coast following Hurricanes Matthew and Irma. He continues to aid in the recovery efforts in Puerto Rico while utilizing DebrisTech's cutting edge technology, Mr. Holmes has successfully assisted the aforementioned communities with "cradle to grave" documentation of debris collection and disposal.

Past experience, together with these skills, make Mr. Holmes a valuable asset to DebrisTech. He provides vision and leadership for our clients, integrating new technology and delivery of unparalleled debris monitoring and compliance. DebrisTech has offered an opportunity for Mr. Holmes to showcase his diversified talents to provide practical applications of advanced technology in a way that is easily deployable and repeatable. His skills in dealing with municipalities and government agencies have elevated DebrisTech as a leader in the debris removal monitoring industry.

Experience

DebrisTech, LLC

Principal and Owner - 2012 - Present

Dungan Engineering, P.A.

Principal Engineer - 2007 - Present

Education

University of Mississippi

Bachelor of Science, Civil Engineering

Disasters Worked

2020 DR-4562-OR-Oregon WILDFIRES AND STRAIGHT-LINE WINDS

2021 DR-4598-MS-Mississippi Severe Winter Storms

2021DR-4592-KY Ice Storms

2020 DR-4576-MS Hurricane Zeta

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2020 DR-4563-AL Hurricane Sally

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2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

2019 DR-4470 Mississippi Severe Storms

2019 EF1 Tornado Dallas, TX

2019 DR-4465 Hurricane Dorian

2019 DR-4450 Mississippi Severe Storms

2019 DR-4429 Mississippi Severe Storms

2018 DR-4406 Hurricane Michael (AL)

2018 DR-4400 Hurricane Michael (GA)

2018 DR-4399 Hurricane Michael (FL)

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H. Les Dungan, III, P.E., P.L.S.

les@dunganeng.com

H. Les Dungan, III, P.E., P.S. has 27 years of experience in the field of civil engineering. With a career that began in the government ranks with time working with the Mississippi Department of Environmental Quality and Natural Resources Conservation Service, he now serves as a self-employed consultant to various counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Jefferson Davis County and City Engineer for the Town of Prentiss for 20 years. He has also served as County Engineer for Pearl River County for 15 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricane Katrina, Mr. Dungan was able to provide the technical support needed in order for Pearl River County to have the confidence to use local contractors to perform the immense clean-up operation.

As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on projects ranging from bridge replacement to water treatment plants.

With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Education

Bachelor of Science Civil Engineering
Mississippi State University, 1987

Positions

- Principal & Owner
  DebrisTech
  2010 - Present

- Principal Engineer
  Dungan Engineering, P.A.
  1993 - Present

Disasters Worked

2020 DR-4562-OR-Oregon WILDFIRES AND STRAIGHT-LINE WINDS

2021DR-4592-KY Ice Storms

2021 DR-4598-MS-Mississippi Severe Winter Storms

2020 DR-4576-MS Hurricane Zeta

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Jeff J. Dungan, P.E., P.L.S.

jeff@dunganeng.com

Jeff J. Dungan, P.E., P.S. has 26 years of experience in the field of civil engineering. With a career that began with Anderson Engineering in Columbia, Mississippi, he now serves as co-founder and Principal with Dungan Engineering, PA serving counties and municipalities in South Mississippi. Mr. Dungan has served as County Engineer for Lawrence, Walthall and Marion County and City Engineer for the Town of Tylertown for over 15 years. He has also served as County Engineer in Lincoln County for the past 8 years.

Mr. Dungan has dedicated his career to serving the engineering needs of the entities and individuals that have placed their trust in him. He has a vast array of experience in the field of civil engineering and debris removal monitoring. Working on numerous projects in South Mississippi with disaster related services, including the aftermath of Hurricanes Katrina, Gustav and Isaac, Mr. Dungan was able to provide the technical support needed by many local governments throughout the south. His services enabled these local governments to have the confidence to use local contractors to perform the immense clean-up operation efficiently and at a reasonable cost.

As a civil engineer, Mr. Dungan has planned and administered the construction of various kinds of transportation and utility infrastructure type projects. He has worked with both counties and municipalities in South Mississippi on many types of projects, such as roadway construction and maintenance, bridge replacements, water and waste-water treatment plants, industrial buildings and airports.

With DebrisTech, Mr. Dungan hopes to help cities and communities recover from disasters more quickly and efficiently, in order for the return of normal life to come as soon as possible. His desire to assist and his ability to manage, along with his previous experience, create a valuable addition to the team which is DebrisTech, LLC.

Education

Bachelor of Science Civil Engineering
Mississippi State University, 1988

Positions

- Principal & Owner
  DebrisTech
  2010 - Present

- Principal Engineer
  Dungan Engineering, P.A.
  1993 - Present

Disasters Worked

2020 DR-4562-OR-Oregon WILDFIRES AND STRAIGHT-LINE WINDS

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2021 DR-4598-MS-Mississippi Severe Winter Storms

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2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding

2020 DR-4528 Mississippi Covid-19 Pandemic

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DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Positional Duties

1. General

1.1. The Client requires the support of DebrisTech's Debris Removal Monitoring Team following a debris-generating event such as a hurricane, storm, or other event and debris management expertise. The debris monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan and debris removal contract requirements are met by debris removal contractor. Documenting the removal of debris from public access roads, rights-of-way, and public property, monitoring the debris management sites, is DebrisTech's primary concern. The Client will assign a Debris Manager (DM). The Debris Manager will be the primary point of contact for DebrisTech and will resolve contract administration issues or questions.

1.2. Within 48 hours of notification, DebrisTech will provide adequate number of professionals and qualified personnel to monitor all debris loading sites and debris management sites. DebrisTech will increase its staffing from this point depending on the amount of removal equipment provided by the removal contractor. Major increases to the debris. monitoring staff will be disclosed to the client's designated debris manager.

1.3. DebrisTech shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to: eye protection, hearing protection, safety vests, and hard hats, to comply with all federal, state, and local requirements.

1.4. DebrisTech supervision is responsible for resolving issues with truck drivers, and other contractor's personnel.

1.5. DebrisTech will utilize the DebrisTech Electronic Debris Management System to collect and report documentation of debris removal activities.

1.6. DebrisTech will provide temporary office space as necessary.

2. Load Site Monitoring Services

2.1. The primary function of the Loading Site Monitors is to issue debris load tickets for eligible debris removed from the Right of Way (RoW).

2.2. DebrisTech will within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at all debris loading sites located throughout the Client's designated area. Additional sites may be added as debris removal efforts increase. Each loading site may operate, approximately 12--14 hours per day, 7 days per week. The Client's Debris Manager in coordination may determine the exact number and location of loading sites with the debris removal contractor.

2.3. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate

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wirelessly with the DebrisTech Central Information Database. DebrisTech will also provide the Client with management, supervision, labor, and equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roads, public rights-of-way, and public property within the Client's designated area.

2.4. DebrisTech will be prepared to provide a Loading Site Monitor per site per day at a minimum of a 12-14 hour shift.

2.5. All Loading Site Monitors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.

2.6. Supervisors and all identified Loading Site Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the The Client's Debris Manager.

2.7. Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

2.8. The function of the Debris Monitor is to verify that only eligible debris is being removed from designated public rights-of-way and public property before it can be loaded into a debris removal vehicle.

2.9. DebrisTech will provide at least one (1) monitor for each debris removal vehicle to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone.

2.10. DebrisTech will provide all employees with DebrisTech handheld devices. These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity. All DebrisTech devices communicate wirelessly with the DebrisTech Central Information Database.

3. Debris Management Site Monitoring Services

3.1. DMS Monitors are responsible for documenting the the amount (volume/weight) of debris entering the DMS.

3.2. DMS Monitors are responsible for documenting that the removal vehicles are empty when leaving the DMS

3.3. The primary function of the Debris Management Site Monitors is to complete the documentation of the load and estimate volumes that have been transported to the debris management site for processing or storage, and/or disposal.

3.4. DebrisTech will provide all employees with DebrisTech handheld devices along with all necessary equipment to document disposal of the debris.

3.5. Monitors will speak English, be capable of working in an outside environment, and be able to climb a staircase ladder of 10 feet high.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

3.6. Monitors will be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.

3.7. Supervisors and all identified Debris Management Site Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

3.8. Site Monitors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

4. Field Supervisors

4.1. Field Supervisor are to verify that only eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones in the Client's designated area.

4.2. Field Supervisors will be prepared to operate a minimum of 12 to 14 hours per day, 7 days per week and will be responsible for 10 load site monitors each.

4.3. Field Supervisors are expected to remain in contact with their assigned 10 debris monitors throughout the day and report their monitors location and removal vehicle information.

4.4. DebrisTech will provide all Field Supervisors with DebrisTech handheld devices.

4.5. Make multiple visits to all assigned loading sites and debris management sites on a random daily basis.

4.6. DebrisTech will provide all employees with **DebrisTech handheld devices.** These devices will allow each employee to capture all required data for each load of debris, such as: GPS coordinates, digital photographs, truck number, load number, debris type, and monitor identity.

4.7. All Field Supervisors will speak English, be a minimum of eighteen (18) years of age and have a valid driver's license issued in the United States.

4.8. Field Supervisors and all identified Debris Monitors will attend a ½ day debris monitor training session. Training will be the responsibility of DebrisTech and will be coordinated with the Client's Debris Manager.

4.9. Field Supervisors will be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high and lift 30 lbs.

5. Operations Manager

5.1. Operations Manager primary goal is to execute the operations plan as directed by the project manager.

5.2. Coordinate debris monitoring operations to Field Supervisors.

5.3. Lead Field Supervisors in daily supervisor meetings.

5.4. Reviewing project clocking and clock out records.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

5.5. Make multiple visits to all debris management sites on a random daily basis.

6. Project Manager

6.1. The project manager will serve as the primary point of contact for DebrisTech to the client.

6.2. The Project Manager will be involved in all aspects of the project.

6.3. Reports directly to the president of the company, Brooks Wallace.

7. Data Manager

7.1. DebrisTech Data Managers are assigned multiple projects. Their duties are often preformed remotely in a location with the best possible internet connection.

7.2. Their primary role is to review every load removed from the RoW.

7.3. During this review process the data manger determine wether the ticket was recorded out of the project work zone, location eligibility, and correct debris type.

7.4. This position also communicates directly with the operations manager about data collection errors in the field to be addressed as quickly as possible.

8. Safety

8.1. All debris monitors are informed of safety procedure around large equipment in the afford mentioned training course administer by the management team.

8.2. DebrisTech will ensure that DebrisTech personnel adhere to all debris management site safety requirements.

8.3. PPE

8.3.1.Hard Hat

8.3.2.High Vis Safety Vest

8.3.3.Safety Glasses

8.3.4.CELL PHONE

8.3.5.Recommend Clothing

8.3.6.Long Pants

8.3.7.Collared Shirt

8.3.8.Close Toed Shoe

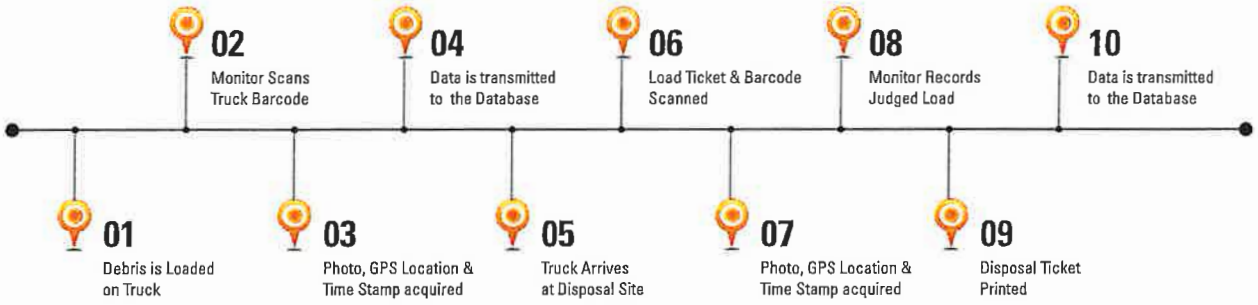


Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Technical Approach with ADMS

In response to a disaster, DebrisTech sends one of its Mobile Command and Communications Centers to the project area. Each Mobile Command and Communications Center is a specially equipped, self-contained unit that provides office and living quarters for its vital team members. Each unit has computers, printers, badging and placarding systems, communication systems, training systems, and an appropriate number of load and disposal site deployment kits. The load deployment kits contain enough ruggedized tablets to document every removal crew and DMS.

The disposal site kits typically include 4 tablets with MLPs, remote scanners, laser printers, paper, and printer cartridges. The kits permitted for carry-on luggage and, when necessary, may travel ahead of the Mobile Command and Communications Center by airline, if necessary. By following our emergency response project schedule our team has responded to over one hundred contract activations for the services described in the RFP.



Real-time Data

The DebrisTech Electronic Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

000140653

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ELECTRONIC DEBRIS MANAGEMENT SYSTEM
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Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Cradle-to-Grave Documentation

The DebrisTech Electronic Debris Management System provides accurate accounting for all loads and detailed information on stumps and leaning trees. A barcode application tool is provided to attach a unique barcode to each tree surveyed. A digital photo, GPS coordinates, timestamp, tree/ stump size, inspector ID are collected with that barcode at three critical points of the removal process.

- When Originally Surveyed and Marked for Removal
- When Loading for Transport to the Disposal Site
- When Offloaded at the Disposal Site

A unique truck/trailer barcode scanned at the loading and offloading points provides additional information.

Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains 1000 devices, 400 ready to be deployed.

Paper Not Necessary

The DebrisTech Automated Debris Management System is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de - obligations. The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.

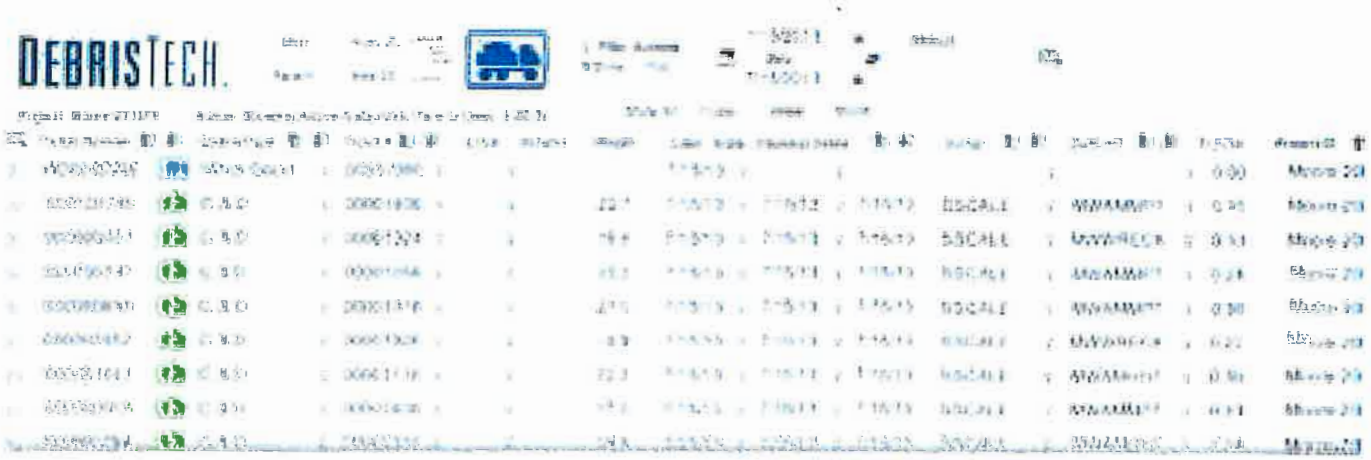
The DebrisTech Automated Debris Management System provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in the system.



Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

DebrisTech has been activated by more than one hundred government entities and produced an unmatched quality of documentation of the debris removal operations in these affected areas.

A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

Mobilization

Within 24 hours of notification, DebrisTech provides an adequate number of professionals and qualified personnel to the project area to begin the startup of the Debris Removal Operation. DebrisTech continues to increase its staffing from this point meet the requirements of the local government's contractor(s). Because we have worked constantly on various debris removal jobs since late 2015, we currently have a large staff of highly qualified individuals that are available to work on this project. DebrisTech is prepared to deploy as many resources as needed to meet the demands of this project. DebrisTech establishes local office(s) for hiring, training, and coordination of operations between the contractor and the government. This office is our base of operations for the duration of the project. DebrisTech's primary server location is served by a redundant primary fiber loop and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. Site Managers and Tower personnel are issued DebrisTech handheld scanning devices, loaded with custom software explicitly configured for their role. DebrisTech handhelds scan barcodes, take digital photographs, apply GPS location tagging, accept manual inputs in open fields, and communicate via the Internet using the cellular network and other means if required. When loading and disposal data is collected, it uploaded wirelessly to the DebrisTech Central Information Database. If cellular service is not available, the data is queued on the device and transmitted via cellular network connectivity or when the devices are in the range of the Mobile Command and Communications Center for download and transmission of the data via satellite communications.

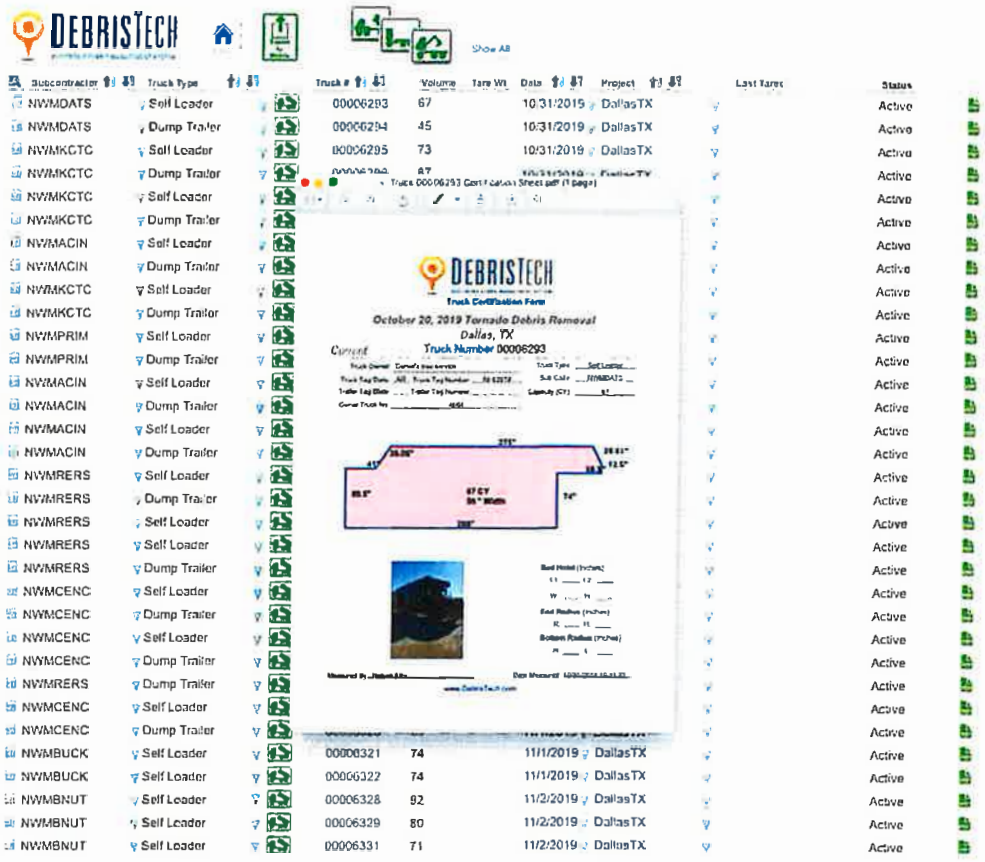
Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech System automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

records of previous certifications and registrations. Certification records are available online and in downloadable and printable form for authorized users. Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Still, they can be used to circumvent the signature capture requirement. Each ticket has its barcode scanned using specially configured



iPads. A limited number of these secure ticket objects are issued to monitors and inspectors. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.

Invoicing and Contractor Invoice Reconciliation

DebrisTech conducts a thorough review and reconciliation of the contractor(s) invoices submitted to the applicant. The DebrisTech, FEMA certified truck certification forms, and debris ticket database are used to verify each load billed by the contractor. The review includes a review of the collection date, time, and location from the removal location and the measurement and disposal locations. DebrisTech also compares the volume/weight of every load from the invoice with our digital recorded records. After review, DebrisTech submits the finalized invite with a recommendation for payment to the Client. The recommendation includes a letter from the principal summarizing the reconciliation, including discrepancies addressed, and copies of the invoice recommended for payment.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Monitoring Project Schedule

Before a disaster, DebrisTech helps the Client with its Debris Management Plan to ensure it meets FEMA regulations. We acts as advisors to the Client to maximize its return with FEMA. Our services in the planning stages will be at NO COST to the Client. The planning stage is a service DebrisTech provides as the Client's Monitoring Firm. Our ADMS, you have 24/7 access to the database that provides real-time updates on the progress of the Cleanup.

Below is a table that summarizes the activities that will take place over the duration of the project:

0-24 Hours	24 Hours	24 Hours	24 Hours	1 Week	1 Month
Mobilize Key Personnel	Bring in Leadership	Begin Training Bring in Monitors Training	1 Monitor Per Contractor Training	Maintain 1/1 Ratio Training	Start Invoicing to expedite reimbursement
Set up in Disaster Center	Help estimation of debris quantity	Meet with other Contractor	Maintain Data Base with Official	Determine if Monitor Ratio is adequate	Continuing up-dates on Progress
Place notice for Monitors in Area	Start Hiring Process	Start Clean up Operations with Contractors		Continue Debris Monitoring Operations	

Litigation

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to eater into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

Financial Stability

DebrisTech, LLC is a financially sound company with the ability to endure substantial payroll requirements for projects of any size. A disaster of significant magnitude effects many local governments. Our list of past clients shows that our firm frequently responds to multiple projects simultaneously. This level of response requires precise coordination of multiple project management teams and the capital to consistently fund payroll.

Personnel and Staffing Plan

DebrisTech has responded to over one hundred client contract activations across the country. They expect us to match their sense of urgency when responding to a disaster and without fail. We have never failed to meet those

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

expectations from City of Carencro, LA to large-scale activations in Puerto Rico's Department of Transportation and Public Works (DTOP).

DebrisTech will provide one of our qualified experienced project management teams to oversee the debris monitoring responsibilities. Tyler Williamson is the proposed project manager, along with Robert Ellis as the operations manager, and Brook Wallace as the managing principal. The combination of these three professionals has aided the recovery of dozens of municipalities across twelve states, and overseen the removal of millions of cubic yards of debris. We pledge to have this team or a team that is equally qualified available on issuance of a notice to proceed.

DebrisTech has the full time staff available to services this projects requirements and the project requirements of all our Clients. However, in certain scenarios we need additional local resources from the community. Our hiring teams are deployed and immediately begin broadcasting employment opportunity adds through indeed.com and other local employment notification systems. The hiring team meets any specific requirements of our clients. The hiring team is trained to be quickly mobilized and set up to allow near immediate response for field staffing needs in accordance with the notice to proceed. The typical hiring team is staffed by three trained representatives and can process as many as 100 potential associates per day. The hiring team can be quickly scaled out to meet the most demanding needs for field staff. We advertise locally and reaches out to local workforce centers to utilize persons seeking employment in the community. We focus on local hires and the ability to onboard, train, and support a local team of associates, who monitor the work being performed in their own communities. Our local hires are fully supported with the DebrisTech ADMS and the experienced managers.

DebrisTech has operated as a trusted contractor who operates as a partner with its clients to respond immediately to a disaster. We strive to provide the highest quality of services even during immediate activations through a project. Our staff has experience with hiring over 5,000 monitors across more than 100 contract activations in the last 11 years. Every DebrisTech manager and associate understands our primary role is to throughly document the removal of eligible storm debris. In a concerted effort to maximize the reimbursement of funds from FEMA. There is no doubt our experience with multiple activations will the city respond to any disaster in a timely manner.

Site Safety Plan

DebrisTech personnel are not responsible for the operations of the site. The chosen Debris Removal Contractor is responsible for the operations, conditions, and safety of the debris management site. Monitors are responsible for their own personal safety. The DebrisTech management staff make every possible effort to educate the monitors of the potential dangers involved with debris removal and how to prevent or avoid accidents.

SubContractors

DebrisTech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises who's specific capabilities complement our own skills for the benefit of our. We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain contact and knowledge of the qualifications of these firms in an effort to select appropriate subcontractors for specific projects. Should the need for a subcontractor arise during a project, we contact a subcontractors whose capabilities meet the requirements.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

DEBRISTECH
ELECTRONIC DEBRIS MANAGEMENT SYSTEM

Available Resources

Equipment Resources

DebrisTech understands providing debris monitoring services is a time sensitive industry. The requirements described in the RFP will be met with in the mandated time period. In an effort to assure our preparedness for future disaster responses, DebrisTech maintains a surplus of a minimum of 200 devices ready to be deployed. DebrisTech has responded to the largest scale events that required hundreds of staff and equipment to meeting the needs of multiple clients simultaneously.

Availible Equipment and Readily Available Equipment :

Mississippi Based Project Managers	12
ADMS Devices	1,000
TDMS Case	60
Time and Materials Forms*	1,000
Truck Certification Placards*	1,000
Project Management Kits	25
HR Hiring Kits*	25
Stump Cases	25
Laptops	35
Mobile Wireless (MiFi)	25
Scanner	120
Printers	170
Mobile Command Vehicles	17

*All paper Field Documents are replenished as needed.

DebrisTech has agreements and relationships with emergency providers able to fill any equipment shortcoming in 24 hours or less. ADMS units are programmed and deployed in 24 hours or less.

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

Sample Reports

DebrisTech is the sole owner and developer of its ADMS. There is not another system like it in the industry. All DebrisTech Devices are stored in Picayune, MS. Currently DebrisTech maintains 1,000 devices ready to be used at a moments notice. The software of the ADMS is developed, updated, and maintained by DebrisTech at its headquarters. DebrisTech has the ability to customize each database to meet the specific needs of any client in any situation. The reports cited below are the type of reports our clients can expect from DebrisTech.

- DebrisTech Debris e-Ticket - presents documentation of all three phases of a load's cradle to grave disposal
- DebrisTech Debris Removal Daily Report - executive summary presenting the need to know information from any given day
- DebrisTech Stump e-Ticket - presents documentation of an individual loose stump's removal and disposal
- DebrisTech Hazardous Tree e-Ticket - presents documentation of removal of an individual hazardous tree
- DebrisTech Truck Certification Form - presents documentation of measurement and ownership of any truck for a project
- DebrisTech Punch-List Pre Work e-Ticket - presents time and location of a overlooked or remaining debris

Attachment: Debris Monitoring Proposal - Compton Engineering (9723 : Ratify RFQ solicitation for Emergency Hurricane Ida storm debris

NOTICE OF EMERGENCY SPECIAL MEETING OF THE HANCOCK COUNTY BOARD OF SUPERVISORS

Notice is hereby given that the Hancock County Board of Supervisors will hold an Emergency Special Meeting on Thursday, September 2, 2021 at 9:00 a.m., pursuant to Mississippi Code Section 19-3-19 (3) concerning emergency measures resulting from Hurricane Ida.

The Supervisors will consider the following agenda items:

(1) Authorize County Officials to procure Professional Engineering/Monitoring Services for storm debris removal in Hancock County, Mississippi (particularly its beaches);
(2) Spread Emergency Declarations; and
(3) Other items to be determined as more information comes available.

NOTICED ON THIS THE 31st day of August at 3:00 p.m.

Noticed by posting at Courthouse, Website, Facebook Page, and County Annex Facility. Individual notice to Supervisors.

By: /s/Scotty Adam
Board President
1t, August 31, 2021

Attachment: Notice of Emergency Meeting 9.3.21 (9712 : Spread Notice of Emergency Special Meeting)

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by the Hancock County Board of Supervisors)

WHEREAS, the Hancock County Board of Supervisors, does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said county, caused by

Tropical Storm Ida

commencing on or about 6:00PM on the 27 day of August 20 21 and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the Board of Supervisors of Hancock County , State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the County Emergency Operations Plan.

DATE: 8/27/21

President of Board of Supervisors

ATTEST: Timothy A. Kelly

Chancery Clerk for the
Board of Supervisors

Supervisor

Supervisor

Supervisor

Supervisor

Hancock County,
State of Mississippi

Attachment: Local Proclamation regarding Ida (9710 : Proclamation of Existence of a Local Emergency)

STATE OF MISSISSIPPI

Office of the Governor

Proclamation

WHEREAS, the State of Mississippi will be affected by Hurricane Ida beginning on Saturday, August 28, 2021, and continuing, and thus state assistance will be necessary to support local government response and recovery efforts; and

WHEREAS, Hurricane Ida may cause damage to homes, businesses, and public property, and threaten the safety of the citizens and property throughout the State of Mississippi; and

WHEREAS, in consideration of the health and safety of the residents and the protection of their property within the affected areas, and in the public interest, all steps should be taken to protect people and property.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Mississippi Constitution and Miss. Code Ann. § 33-15-11(b)(17), and in the public interest and for the general welfare, do hereby proclaim a State of Emergency to exist in the areas of the State of Mississippi affected by, or areas that may be affected by, Hurricane Ida. The provisions of this proclamation shall exist and remain in effect until such time as this threat to public safety shall cease to exist as prescribed in Section 33-15-11(b)(17).

FURTHER, all agencies of the State of Mississippi shall discharge their emergency responsibilities as deemed necessary as set forth in the State of Mississippi's Comprehensive Emergency Management Plan.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 28TH day of August, in the year of our Lord, two thousand and twenty-one, and of the Independence of the United States of America, the two hundred and forty-sixth.

TATE REEVES
GOVERNOR

BY THE GOVERNOR

MICHAEL WATSON
SECRETARY OF STATE

Attachment: HURRICANEIDASTATEOFEMERGENCY (9708 : Governor Tate Reeves Proclamation for State of Emergency)

HANCOCK COUNTY BEACH MAINTENANCE BID

Project Manual

prepared for

HANCOCK COUNTY BOARD OF SUPERVISORS

SUPERVISORS:
DISTRICT 1: Theresa Ryan
DISTRICT 2: Greg Shaw, Vice President
DISTRICT 3: Kodie Koenenn
DISTRICT 4: Scotty Adam, Board President
DISTRICT 5: Darrin "Bo" Ladner

Attorney:
Gary Yarborough

County Administrator:
Eddie Favre

PREPARED BY:

COMPTON
ENGINEERING, INC.

3036 LONGFELLOW DR.
BAY ST. LOUIS, MISSISSIPPI 39520

PHONE: 228-467-2770
FAX: 228-467-2720

Rev. O Issued For Construction (6/7/21)

CE Job # 221-190.003

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

PROJECT MANUAL

for the

"HANCOCK COUNTY BEACH MAINTENANCE BID"

PREPARED FOR

"HANCOCK COUNTY BOARD OF SUPERVISORS"

* * *

CONSISTING OF:

BIDDING REQUIREMENTS

CONTRACT FORMS

CONDITIONS OF THE CONTRACT

SPECIFICATIONS



Rev. O Issued For Construction (6/7/2021)

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

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HANCOCK COUNTY BEACH MAINTENANCE BID

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SECTION 00090
ADVERTISEMENT FOR BIDS

NOTICE: Bidders

Sealed Bids will be received by the HANCOCK COUNTY BOARD OF SUPERVISORS at 854 HIGHWAY 90, BAY ST. LOUIS, MS 39520 until 11:00 A.M., on May 3, 2021, and shortly thereafter opened and read for:

HANCOCK COUNTY BEACH MAINTENANCE BID

Project Manuals may be examined at the HANCOCK COUNTY BOARD OF SUPERVISORS, 854 HIGHWAY 90, BAY ST. LOUIS, MS, at the office of the Design Engineer, Compton Engineering, Inc., 3036 Longfellow Drive in Bay St. Louis, or online at www.comptonengineeringplans.com. The bid documents are being made available online via original paper copy or compact disc upon payment **$125.00 per paper copy** and **$50.00 per compact disc**. The drawings bound in the bid documents are photographic reductions of the original tracings. Cost includes shipping and handling for each set. The bid documents are non-refundable and must be purchased through the website. Returned of documents are not required. All plan holders are required to have a valid email address for online registration. For information regarding website registration and online orders please contact Plan House Printing at 662-407-0193. For information regarding this project, contact Compton Engineering's office at 228-467-2770 in Bay St. Louis, Mississippi. Sealed paper bids may be submitted to the Hancock County Board of Supervisors at 854 HWY 90, Bay St. Louis, MS.

Electronic bids can be submitted at www.comptonengineeringplans.com. For any questions relating to the electronic bidding process, please call Plan House Printing at 662-407-0193.

The right is reserved by the Owner to reject any or all bids, to waive any informalities, and to award the Contract to serve the best interest of Owner.

HANCOCK COUNTY BOARD OF SUPERVISORS

By: Scotty Adam, President

Date: _____

Publish in the Sea Coast Echo

March 31, 2021 and April 7, 2021

PLEASE FORWARD PROOF OF PUBLICATION AND BILL TO OWNER

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SECTION 00100
INVITATION TO BID

Electronic or Sealed Bids for Construction of ***"HANCOCK COUNTY BEACH MAINTENANCE BID"*** will be received at "854 Highway 90, Suite A, BAY ST. LOUIS,", Mississippi, until 10:00 A.M. LOCAL TIME on the 3rd day of May 2021, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered and will be returned unopened.

All bids must be addressed to the HANCOCK COUNTY BOARD OF SUPERVISORS of HANCOCK COUNTY, Mississippi; marked "SEALED BID TO BE OPENED AT 10:00 A.M., 3rd DAY, MAY, 2021", and specify the name of the bid item. If a bid is submitted by mail, the address of HANCOCK COUNTY BOARD OF SUPERVISORS is "854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520". If a bid is hand-delivered, the street address of the HANCOCK COUNTY BOARD OF SUPERVISORS is "854 HIGHWAY 90, SUITE A, BAY ST. LOUIS, MS 39520".

When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall include a document representing the cover of the envelope containing the aforementioned criteria.

The project includes annual beach maintenance. Beach maintenance includes, but not limited to general beach cleaning, sand screening, low volume debris removal, sand retrieval, sand importing, grading, sand fence repair, mowing, and other miscellaneous work.

Contract Documents may be examined at the Hancock County Board of Supervisors, 854 Highway 90, Bay St. Louis, MS 39520, at the office of the Design Engineer, Compton Engineering, Inc., 3036 Longfellow Drive, Bay St. Louis, MS 39520 or online at www.comptonengineeringplans.com The bid documents are being made available online via original paper copy or compact disc upon payment of **$125.00** per paper copy and **$50.00** per compact disc. The drawings bound in the bid documents are photographic reductions of the original tracings. Full-scale drawings may be obtained (provided a set of reduced drawings and specifications has been purchased) for an additional **$10.00** per set. Cost includes shipping and handling for each set. The bid documents are non-refundable and must be purchased through the website. Return of documents is not required. All plan holders are required to have a valid email address for online registration. For information regarding website registration and online orders, please contact Plan House Printing at 662-407-0193. For information regarding this project, contact Compton Engineering's office at 228-467-2770 in Bay St. Louis, MS.

Each bid must be submitted on the prescribed form and accompanied by a certified check or bid bond executed on the prescribed form, payable to the Hancock County Board of Supervisors in an amount not less than 5 percent of the amount bid.

The successful bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Contract Documents. All performance bond, payment bond and certificates of insurance shall be either executed by or countersigned by a licensed agent of the surety or insurance company having his place of business in the State of Mississippi and in all ways complying with the insurance laws of the State of Mississippi. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Mississippi.

In order to perform public work, the successful bidder shall, as applicable, hold or obtain such Contractor's and business licenses as required by state statutes including certification of responsibility required by Section 31-3-21 to have a current certificate of responsibility issued by the State Board of Public Contractors prior to bidding on the project. The Contractor's certificate number shall appear on the exterior of the envelope, failing which, said Bid will not be opened or considered.

The project requires 100 percent Performance Bond and 100 percent Payment Bond.

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Before a Contract will be awarded for the work contemplated herein, the Owner will conduct investigation as is necessary to determine the performance record and ability of the apparent lowest responsible responsive qualified bidder to perform the size and type of work specified under this Contract. Upon request, the bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Geoffrey F. Clemens, 228-467-2770.

It is called to the attention of the Bidder that the time of completion of the work under this Contract is the essence of the Contract.

The right is reserved to reject all bids or any bid not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond the days of acceptance as defined in Article 2 of the Bid Form.

Dated this the 15th day of March 2021.

Hancock County Board of Supervisors

By: Scotty Adam, President

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SECTION 00200
INSTRUCTIONS TO BIDDERS

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

GENERAL

The Project Manual is divided into parts, divisions and sections in keeping with accepted industry practice to separate categories of subject matter for convenient reference thereto. Generally, there has been no attempt to divide the Specification sections into Work performed by the various building trades, Work by separate subcontractors, or Work required for separate facilities in the Project.

A general description of the Work to be done is contained in Section 01010 of the Technical Specifications. The Scope is indicated on the accompanying Drawings and specified in applicable parts of these Contract Documents.

A. Where the drawings are reduced in size from the original tracings, the amount of reduction is indicated by a note and/or bar on the drawings.

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents may be examined and where the bidding procedures are to be administered (Compton Engineering, Inc., 3036 Longfellow Drive, Mississippi 39520).

B. *Command Type Sentences*-- Command type sentences are used in the Contract Documents. These refer to and are directed to the Contractor.

C. *Responsive Bidder*-- Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free of exclusions special conditions or unbalanced unit prices and has no alternative bids for any item unless required in the technical specifications.

D. *Responsible Bidder*--Any person, firm or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office. The deposit is not refundable and return of the document is not required.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data; previous experience, present commitments, and such other data as may be requested in writing.

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3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS AND SITE CONDITIONS

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.

2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which the Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings. Bidder shall be responsible for reproduction cost of all Reports and Drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for

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examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. obtain and carefully study (or accept consequences of not doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

E. consider the information known to the Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bidding Documents; and (3) Bidder's safety precautions and programs;

F agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

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5.01 A Pre-Bid Conference has not been scheduled. If required, a pre-bid conference will be scheduled by addendum.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder in default, annul the Notice of Award and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within fourteen days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which the Work is to be substantially completed and ready for final payment is set forth in the Bid Form.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Contract.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, provision for providing the substitutes will be included in the Bid.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute in which case apparent Successful Bidder shall submit an acceptable substitute.

12.02 Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

13.12 **Effective May 1, 2012, all bids for public works projects utilizing funds received from a federally declared disaster or a spill of national significance shall be subject to the hiring policies established by Miss. Code Ann. § 31-5-37.** **Project does potentially utilize funds received from a federally declared disaster**

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ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

A. Where prices are requested to be submitted as a lump sum, Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form. Where alternates are included, the Bidder shall submit prices per each alternate. Owner may select any combination of Base Bids and alternates in order to determine the lowest and best bid.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

D. The Owner reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary. No minimum or maximum quantity for any bid item is guaranteed by the Owner.

14.03 For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

14.04 If Contractor is to bid the time of completion, Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following data:

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in a sealed package plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as indicated in the Notice to Bidders and/or Invitation to Bid.

15.03 Non-Resident Bidders ("Preference Statue" Miss. Code Ann. § 31-3-21(3))

A. Effective July 1, 2010, all bids submitted by a non-resident contractor which does not include the non-resident contractor's current state law shall be rejected and not considered for award. If the state does not have a preference law, then the contractor shall submit a letter stating such from an officer of the company.

15.04 When Bids are submitted electronically, the same requirements under Article 15.01 through 15.03 shall apply.

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ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is re-bid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 10 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 The Contractor may be subject to a Contractor's Tax in the state where the project is located. If applicable, all Contractor's taxes shall be included in the Bid.

ARTICLE 23 - RETAINAGE

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – CONTRACTS TO BE ASSIGNED

Not included.

ARTICLE 25 - PARTNERING

Not included.

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SECTION 00410
BID FORM

NOTE: Use preferably black ink for completing this Bid form.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted for:

Hancock County Beach Maintenance Bid

1.02 This Bid is submitted to:

Hancock County Board of Supervisors
854 Highway 90, Suite A
Bay St. Louis, MS 39520

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.04 The person to contact for additional information regarding this Bid:

NAME: Chris Zimmerman
TITLE: member
TELEPHONE: 228-342-2742

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date

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

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

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D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data" and, (2) reports and drawings of Hazardous Environmental Conditions, if any, at the site that have been identified in SC-4.06 as containing reliable "technical data".

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

In accordance with the requirements of the Contract Documents, I (we) propose to furnish all necessary materials, equipment, labor, tools, and other means necessary, and will do all work called for by the Contract Documents within the time period specified including the following:

BEACH MAINTENANCE TASKS (Area of maintenance includes beach area from southern right of way of Hwy 90 to southern limit of beach at Bayou Caddy, including areas of non- paved road shoulders within right of way and right of way between seawall and private parcels. Note this includes public parcels between newly constructed seawall and private parcels)

1. Construction and Installation of 100solid waste receptacles initially installed, with up to an additional 20 over the course of the year at the owner's direction, and frames, and servicing as needed. (Hancock County responsible for disposal fees). As needed is defined as emptying receptacle liners within 12 hours of filling or minimum of once per two (2) days whichever is more frequent (including weekends and holidays). Cans and frames shall be kept serviceable at all times. Garbage can container frames will be constructed of treated lumber and stainless-steel frames and fasteners.
2. Hand picking bulk debris left from visitors on the beach and flotsam coming ashore to be performed every 2 days at a minimum (including weekends). (Hancock County responsible for disposal fees) (Subject to permit restraints).
3. Repair and Maintenance of Fence. (Hancock County responsible for purchase of repair material with a Purchase Order). Fences shall be intact at all times. Contractor shall make needed repairs within 72 hours of damage.
4. Sweeping of sidewalk and pedestrian path daily. Sweeping of entire path shall be performed at minimum once every day, including weekends, year-round. Contractor shall keep movement of heavy equipment across sidewalk to a minimum. Sweeping shall remove all sand across entire width of path (including against curb). Sand shall be redistributed along shoreline and run through surface rake/screener.
5. Grading of the beach. Grading of entire beach shall be performed every month and up to 5 additional times upon county request. Grading shall maintain beach profiles included in permit as closely as practical.
6. Power/surface raking. Power surface raking with Beach Tech 2800 or 2000 daily with entire beach completed every week. Contractor shall dispose of all collected debris. Stockpiles of debris shall not remain in place for a period of more than 24 hours. (Daily surface raking may utilize ¾" screen).
7. Surface screening. Surface screening to depth of 6" will be done twice per year, including wet zone with the entire beach completed each time within 4 weeks. Contractor shall dispose of all collected debris. Stockpiles of debris shall not remain in place for a period of more than 24 hours. Surface screening shall be performed with Beach Tech Model 2000 or 2800 with 3/8" screen at slowest operating speed ≤3 mph.
8. Man power will be increased by 200% for special events and holidays for faster response of above services up to 12 events per year.
   Debris in water will be removed upon its notice. (cost absorbed)
9. Right of Way opposite beach will also be maintained by contractor including grading, mowing, and edging. Mowing shall be at least once every 2 weeks from March until October and once every 4 weeks between November until February. Grading will be performed by the contractor as requested by the county up to 15 times per year. Contractor responsible for sand build up removal and disposal. Shoulder grade shall be kept approximately same elevation as road.
10. Debris in marsh will be removed as needed. (cost absorbed)
11. All employees will be uniformed in clothing labeled Beach Maintenance and all equipment will be marked with contractor's logo and "Beach Maintenance".
12. Beach Maintenance does not include cleanup after named Tropical Storms or Hurricanes. (County will assess situation after storm has passed). Clean up after all other storm events is included under beach maintenance scope of work.
13. Minimum equipment and employees required under this Contract for daily beach maintenance. (All employees and equipment to be properly marked with contractor logo and Beach Maintenance)

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

1. 3 x Full Time Trained Employees
2. 1 x 60-100 hp John Deere Tractor (or equivalent)
3. 1 x 200-250 hp John Deere Tractor (or equivalent)
4. 1 x Beach Tech 2800 with 3/4" & 3/8" screen or Beach Tech 2000
5. 1 x Pull Rake Implement (1/2" spacing)
6. 1 x 4 x 4 Pickup
7. 1 x Dump trailer with off-road tires
8. 1 x ATV/UTV
9. 1 x Reynolds LSE 14' Scraper
10. Motor Grader
11. Bulldozer
12. Track Hoe
13. 4-6' Bush Hog
14. Zero Turn Mower
15. Front End Loader

* All equipment shall be available daily. Equipment for daily maintenance shall be accessible daily except in case of severe weather. Additional equipment to be provided as necessary for disaster recovery items.

14. Contractor will be required to provide a weekly report with daily activity reports attached and signed off by the resident project representative. These reports will be attached to each pay application. If reports are not attached payment will be withheld. If any work items are not performed during the course of each month or personnel levels are below the minimum required, monthly pay app will be subject to reduction or denial. Contractor shall also submit certified employee time sheets for each month. If time sheets are not submitted payment is subject to being withheld.
15. Reclamation of nearshore sand will be by mechanical means. Placement of sand includes grading and dressing. Placement shall include transport of sand up to 1500 lf along shoreline from area of retrieval. Contractor shall provide survey prior to and after completion of renourishment areas for establishment of quantities.
16. Maintenance of planting along beach including fertilization twice per year and replacement of plants as required up to 1000 plants per year. Plants to be provided by Contractor.
17. Clean outfalls completely once every month and up to 12 additional times upon request.
18. No tracked equipment on paved services without proper matting.
19. Herbicide treatment of invasive weeds 6 times per year as directed by the Engineer.
20. Nearshore sand retrieval/sand relocation.
21. Sweeping of road a minimum once every 4 weeks and up to 10 additional times at county request. Sand to be redistributed along shoreline in consistent locations and run through surface screener.

DISASTER RECOVERY TASKS

1. Removal and disposal of dead wildlife (including but not limited to rats, snakes, hogs, deer, etc. on beach and road corridor)
2. Mechanically picking and loading bulk debris left from tropical storms or hurricanes
3. Repair and replace damaged silt fence. Replace dune vegetation.
4. Retrieval of sand from pedestrian pathway and roadway. No tracked equipment on paved surfaces without proper matting.
5. Retrieval of sand from outfalls and other drainage structures.
6. Complete power surface raking and removal of collected debris utilizing barber surface rake or equal.
7. Complete deep screening of beach and removal of sifted debris, per specs, after sand grading and dressing per storm or as required utilizing beach tech 2800 or equal.
8. Repair beach boulevard shoulders up to right of way. Includes fill, grading and establishing vegetation.
9. Repairing pedestrian pathway.
10. All employees will be uniformed in clothing labeled "Disaster Recovery" and all equipment will be marked with contractor or sub contractor's logo and "Disaster Recovery".
11. All debris collection shall be performed utilizing grapple equipment. No debris is to be pushed or dragged outside the footprint of the debris field as designated by the owner/engineer. No bladed equipment is to be used in debris movement or transport.

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12. Disposal site and all fees for debris under disaster recovery shall be responsibility of and selected by contractor.

****NOTE: Bulky Waste to King Landfill and Garbage/Food Product Waste to Pecan Grove for Maintenance

****NOTE: Disposal Site and all fees for debris under disaster recovery shall be responsibility of and selected by contractor.

BID SCHEDULE #1

ITEM #	DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
1	Annual Beach Maintenance	12	MO	15,000	180,000
2	Herbicide Treatment	6	EA	100	600
3	Nearshore Sand Retrieval & Grading 9include survey)	75,000	CY	.85	63,750
4	Provide Solid Waste Receptacles Per Specs	12	MO	2000	24,000
5	Hand Picking Bulk Debris	12	MO	1500	18,000
6	Repair and Maintenance of Fence	500	LF	2.00	1000
7	Sweeping Sidewalk & Pedestrian Path Per Specs	12	MO	2000	24,000
8	Grading of Beach Per Specs	12	MO	2000	24,000
9	Power Surface Raking Per Specs	12	MO	2000	24,000
10	Surface Screening Per Specs (6" deep)	2	EA	500	1000
11	Maintain Right of Way Per Specs	12	MO	1000	12,000
12	Maintenance of Planting Per Specs	12	MO	1500	18,000
13	Clean outfalls Per Specs	12	MO	500	6000
14	Sweeping Road	12	MO	1500	18000
	TOTAL BID SCHEDULE #1 (TO BE READ ALOUD):				414,350.00

BID SCHEDULE #2

	PRE-DISASTER OPTIONS:	QTY	UNITS	UNIT PRICE	AMOUNT
1	Power surface raking	25	AC	200	5000
2	Deep Sand Screening (12" deep)	250	AC	50	12,500
3	Replace Sand Fence Fabric Only	10	LF	20	200
4	Repair Posts and Frame Including Fabric Replacement (1,000lf-3,000lf)	10	LF	30	300
5	Furnish and Install Sand Fencing Complete	10	LF	40	400
6	Furnish and Install Dune Vegetation	10	EA	5	50
7	Beach Debris Collection and Removal	10	CY	15	150
8	Road ROW Debris Push and Removal	10	CY	12	120
9	Select Fill-Shoulder Repair Class 9	10	CY	10	100
10	Topsoil-Shoulder Repair	10	CY	10	100
11	Shoulder Repair compacted 610 Limestone (in place measure)	10	CY	50	500
12	Hydro Seeding Complete	4	AC	100	400
13	Pedestrian Pathway Repair	10	SY	75	750
14	Cleaning of outfalls	1	EA	2000	2000
	TOTAL BID SCHEDULE #2 (TO BE READ ALOUD):				22,510

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

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6.01 Maintenance – N/A (per work scope).

6.02 Disaster 60 days from Notice to Proceed.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond, Section 00430.

B. Out of State Preference Law as Applicable.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BIDDER'S SIGNATURE AND SWORN STATEMENT

STATE OF Mississippi

COUNTY OF Hancock

BIDDER

9.01 The name of the bidder submitting this proposal is:

Black Diamond Construction, LLC

Headquarters Address: PO Box 797
Street

Pass Christian MS 39571
City State Zip

228-342-2742
Phone Fax

chris@bdiamondllc.com
Email

Local Mailing Address (if different than above):

Street

City State Zip

Address to which all communications concerned with this Bid and with the resulting Contract shall be sent:

Black Diamond Construction PO Box 797 Pass Christian, MS
Name Street or P.O. Box

Pass Christian MS 39571
City State Zip

Attention: Chris Zimmerman member
Name Title

Submitted on May 3, 2021.

State Contractor License No. 20047-MC. (If applicable)

9.02 Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

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A Partnership

Partnership Name: _____ (SEAL)

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

First Partner Name (typed or printed): _____

Address: _____

Second Partner Name (typed or printed: _____

Address: _____

A Corporation

Corporation Name: Black Diamond Construction (SEAL)

State of Incorporation: Mississippi

Type (General Business, Professional, Service, Limited Liability): limited liability

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

Name (typed or printed): Chris Zimmerman

Title: member

Attest: _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Date of Qualification to do business in Mississippi *[State Where Project is Located]* is 6\1\19.

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A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____

By: _____ (SEAL)

(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____ (SEAL)

(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

9.02 I (Bidder) have examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; that I have checked the same in detail before submitting this Bid; that I have full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

Signature: _____

Title: member _____ (Corporate Seal)

NOTARY PUBLIC:

Subscribe and sworn to before me this 3 day of May, 2021

Notary Public – State of Mississippi.

My Commission expires 6-5-2023 (Notary Seal).

STATE OF MISSISSIPPI
MEAGAN KELLEY
ID NO. 128028
Commission Expires
06/05/2023
NOTARY PUBLIC
HANCOCK COUNTY

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SECTION 00430
BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address): Black Diamond Construction, LLC
PO Box 797
Pass Christian, MS 39571

SURETY (Name and Address of Principal Place of Business): The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (Name and Address): *Hancock County Board of Supervisors*
854 Highway 90
Bay St. Louis, MS 39520

BID
Bid Due Date: 5/3/2021
Project (Brief Description Including Location): *Hancock County Annual Beach Maintenance*

BOND
Bond Number: N/A
Date (Not later than Bid due date): 5/3/2021
Penal sum Five Percent of Total Amount Bid (Words) (5%) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
Black Diamond Construction, LLC (Seal)	The Ohio Casualty Insurance Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: member	By: Meghann C. Turner
Signature and Title	Signature and Title Meghann C. Turner, Attorney-in-Fact
	(Attach Power of Attorney)
Attest: member	Attest: Stefani Turner
Signature and Title	Signature and Title Stefani Turner, Assistant

Note: Above addresses are to be used for giving required notice.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability. Recovery of such penal sum under the terms of this Bond shall be the Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   - 3.2. All Bids are rejected by Owner, or
   - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205075-975775

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Garrett T. Turner; Mary Catherine Turner; Meghann C. Turner

all of the city of Baton Rouge state of LA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of May, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSURE@libertymutual.com

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

State of Mississippi

Board of Contractors

ACTIVE

BLACK DIAMOND CONSTRUCTION, LLC
P.O. BOX 797
PASS CHRISTIAN, MS 39571

is duly registered and entitled to perform

HEAVY CONSTRUCTION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 9 day of Sep., 2020

CERTIFICATE OF RESPONSIBILITY
No. 20047-MC
Expires Sep. 9, 2021

Jack A. Carroll

CHAIRMAN OF THE BOARD

SECTION 00510
NOTICE OF AWARD

Dated: June 8, 2020

Project: **Hancock County Beach Maintenance**	Owner: **Hancock County Board of Supervisors**	Contract No.:
Contract: **Hancock County Beach Maintenance**		Engineer's Project No.: **221-190.003**

Bidder:
Black Diamond Construction, LLC.

Bidder's Address: (send Certified Mail, Return Receipt Requested)
PO Box 797

Pass Christian, MS 39571

You are notified that your Bid dated May 3, 2021, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

Hancock County Beach Maintenance

The Contract Price of your Contract is:

Four Hundred Thirty-Six Thousand, Nine Hundred Twenty Dollars and 00/100 ($436,920.00).

Three (3) copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.

2. Deliver with the executed Contract Documents the Contract security bonds and certificates of insurance, three (3) fully executed originals as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.03).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

COUNTY ENGINEER
Title

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Black Diamond Construction. this the 15th day of June, 2021.

By: _____

Title: Member

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

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SECTION 00520
CONTRACT

THIS AGREEMENT is by and between **HANCOCK COUNTY BOARD OF SUPERVISORS**

(Owner) and **BLACK DIAMOND CONSTRUCTION**

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project includes annual beach maintenance. Beach maintenance includes, but not limited to general beach cleaning, sand screening, low volume debris removal, sand retrieval, sand importing, grading, sand fence repair, mowing, and other miscellaneous work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Hancock County Beach Maintenance Bid

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

COMPTON ENGINEERING, INC.
3036 Longfellow Drive
Bay St. Louis, MS 39520

Compton Engineering, Inc., who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Compton Engineering, Inc. in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Liquidated Damages-N/A

4.03 Disaster - $1200/Day

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

Base Bid: Four Hundred Fourteen Thousand, Three Hundred Fifty Dollars 00/100 ($414,350.00)

Bid Schedule #2: Twenty-Two Thousand, Five Hundred Seventy Dollars 00/100 ($22,570.00)

Total Bid: Four Hundred Thirty-Six Thousand, Nine Hundred Twenty Dollars 00/100 ($436,920.00)

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment in accordance with Article 14 of the General Conditions during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Each month progress payments will be made in the amounts indicated in the bid. All items in the bid's schedule of values will be subject to payments being retained or withheld in the event items are not completed or performed as per the contract each month.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate specified by Mississippi State Law.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as

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containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. Other bonds (pages X to X, inclusive).
    a. _____ (pages _____ to _____, inclusive).
    b. _____ (pages _____ to _____, inclusive).
    c. _____ (pages _____ to _____, inclusive).
5. General Conditions (pages 0 to 43, inclusive).
6. Supplementary Conditions (pages 1 to 11, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. The Drawings listed on the sheet index included in or with the Project Manual.
9. Addenda (numbers X to X, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages X to X, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages X to X, inclusive).

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c. _____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Notice to Proceed (pages X to X, inclusive).

b. Work Change Directives.

c. Change Order(s).

12. Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters as required by the Project Manager (page 1 only)

13. Miss. Code § 31-5-37, Agreement of Compliance and Certified Employment Plan Form Certification.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Renewal

A. At the end of one year the Owner has the option to renew up to another two years. Renewal shall be mutually agreed by Contractor and Owner. If contract is renewed Owner shall adjust monthly cost by an inflation factor of 3% per year (1.04) and additional adjustment based on fuel index as reported by the Mississippi Department of State Aid Road Construction. Fuel adjustment shall be made based on increase of decrease as a percentage of the current index less the original index multiplied by 5% of total monthly bid price. The base fuel prices for this contract are in Appendix 2 of the contract documents. This base will be the March 2021 indexed fuel prices as published by the MS Department of State Aid Road Construction.

Fuel and Inflation adjustments only apply to monthly maintenance portion of contract.

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on 7/1, 2021 (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
Hancock County Board of Supervisors	Black Diamond Construction
By: Scott Ade	By:
Title: Board President	Title: Member
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest: Merrill Mills, P.C.	Attest:
Title: Deputy Clerk	Title:
Address for giving notices:	Address for giving notices:
	P.O. Box 507
	Kiln, MS 39556
	License No.: 20047-mc (Where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)	Agent for service or process:
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

AIA® Document A312™ – 2010

Bond No. 18L005171

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Black Diamond Construction, LLC

P.O. Box 797

Pass Christian , MS 39571

OWNER:
(Name, legal status and address)
Hancock County Board of Supervisors

854 Highway 90, Suite 1, Room #119

Bay St. Louis, MS 39520

CONSTRUCTION CONTRACT
Date: 08 June 2021

Amount: Four Hundred Thirty-six Thousand Nine Hundred Twenty And No/100
$436,920.00

Description:
(Name and location)
Hancock County Annual Beach Maintenance

BOND
Date: 23 June 2021
(Not earlier than Construction Contract Date)

Amount: Four Hundred Thirty-six Thousand Nine Hundred Twenty And No/100
$436,920.00

Modifications to this Bond: ☒ None ☐ See Section 16

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Black Diamond Construction, LLC

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: _____
Name and Title: Meghann C. Turner , Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Surety Bond Brokers, Inc.

6709 Perkins Road

Baton Rouge, LA 70808

225.757.9191

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init.
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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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Payment Bond

Bond No. 18L005171

CONTRACTOR:
(Name, legal status and address)
Black Diamond Construction, LLC
P.O. Box 797
Pass Christian , MS 39571

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
Hancock County Board of Supervisors
854 Highway 90, Suite 1, Room #119
Bay St. Louis, MS 39520

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: 08 June 2021

Amount: Four Hundred Thirty-six Thousand Nine Hundred Twenty And No/100
$436,920.00
Description:
(Name and location)
Hancock County Annual Beach Maintenance

BOND
Date: 23 June 2021
(Not earlier than Construction Contract Date)

Amount: Four Hundred Thirty-six Thousand Nine Hundred Twenty And No/100
$436,920.00
Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Black Diamond Construction, LLC

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*
The Ohio Casualty Insurance Company

Signature: _____
Name and Title: Meghann C. Turner , Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Surety Bond Brokers, Inc.
6709 Perkins Road
Baton Rouge, LA 70808
225.757.9191

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init.
/

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Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205075-975775

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Garrett T. Turner; Mary Catherine Turner; Meghann C. Turner

all of the city of Baton Rouge state of LA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of June, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2021

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

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

PRODUCER Eagan Insurance Agency, LLC 2629 N. Causeway Blvd. P. O. Box 8590 Metairie LA 70002	CONTACT NAME: Julie Bell PHONE (A/C, No, Ext): (504) 836-9600 FAX (A/C, No): (504) 836-9621 E-MAIL ADDRESS: bellj@eaganins.com
INSURED Black Diamond Construction, LLC P O Box 507 Kiln MS 39556	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Insurance Company INSURER B : Amerisafe INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21-22 MGL/WC - marine **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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	MLIB100145001	05/07/2021	05/07/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Protection & Indemnity	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCMS2995892021	05/15/2021	05/15/2022	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Hull			MLIB100145001	05/07/2021	05/07/2022	97 TwinEngine PushBoat Barge 79 Am 35 Ton Crane	$150,000 $48,000 $17,000

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

CERTIFICATE HOLDER

Compton Engineering
3036 Longfellow Drive
Bay St. Louis MS 39520

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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PRODUCER	CONTACT NAME: Julie Bell	
Eagan Insurance Agency, LLC 2629 N. Causeway Blvd. P. O. Box 8590 Metairie LA 70002	PHONE (A/C, No, Ext): (504) 836-9600	FAX (A/C, No): (504) 836-9621
	E-MAIL ADDRESS: bellj@eaganins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	
INSURER B : Amerisafe	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Black Diamond Construction, LLC, P O Box 507, Kiln MS 39556

COVERAGES **CERTIFICATE NUMBER:** 21-22 MGL/WC - marine **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Marine General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	MLIB100145001	05/07/2021	05/07/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Protection & Indemnity	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCMS2995892021	05/15/2021	05/15/2022	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Hull			MLIB100145001	05/07/2021	05/07/2022	97 TwinEngine PushBoat Barge 79 Am 35 Ton Crane	$150,000 $48,000 $17,000

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

CERTIFICATE HOLDER

Hancock County Board of Supervisors
854 Hwy 90 St A
Bay St. Louis MS 39520

CANCELLATION

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

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21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship

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as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or *terms* of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to *describe* an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers *to* Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

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c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, *materials*, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in *connection* with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and *completing* the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a *preliminary* Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working

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understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the *Contract* Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it *provides* a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to *form* and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at *the* time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, *or* code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting* Discrepancies:

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field *measurements*. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

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2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor *discovers* any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving *Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's *written* interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its *consultants*, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other *project* without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

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1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner

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and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and *drawings* known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the *scope* of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) *secure* or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area *until* after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, *attorneys*, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract *Documents*. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, *Surety* Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do *business* is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance *companies* that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, *certificates* of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, *certificates* of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of *Contractor's* full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the

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evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect *Contractor*.

E. The insurance *and* insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of *or* result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

a. Such insurance shall remain in effect for two years after final payment.

b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

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5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability *insurance* as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or *Laws* and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or *renewal* refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this *Paragraph* 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, *agents*, consultants, and subcontractors of each and any of them) in

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such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and *Engineer*, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and *maintained* by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

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5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property *insurance* pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, *methods*, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced *without* written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform *construction* as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or *protection* of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility *for* all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. *All materials and equipment shall be stored, applied, installed*, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material

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or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute *Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

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4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, *technique*, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made *pursuant* to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at *Contractor's* expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by *Contractor* pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date *indicated* for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors,

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Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The *divisions* and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement *between* Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are *applicable* at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the *Work*. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

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dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in *Contract* Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and *Regulations* of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during *construction*. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in *connection* with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific *requirements* of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and *responsibilities* shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract *Documents* have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to *Engineer* for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples:

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a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work *performed* prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

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6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

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B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

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7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and

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responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in

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Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in

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Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include

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settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash* Allowances:

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency* Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be *deemed* to include for all

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Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. *Determinations* of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit *price* will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the *Contract* Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any *Claim* for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be *determined* as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net

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change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times *shall* be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a *Claim* is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or *progress* of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the *fault* of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the *control* of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or *Engineer* has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

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3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be *inspected*, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the *Work*; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without *written* concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E *shall* be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be *uncovered* for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, *expose*, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of *repair* or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or *fails* to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not *defective*. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no *action* that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as

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may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not *promptly* comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of *equipment* is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended *for* an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The *provisions* of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to *all* fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such *corrective* or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and

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all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work *attributable* to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the

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responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

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14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of *Substantial* Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and *Contractor* a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and *usable* part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The *making* and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

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2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The *occurrence* of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges *of* engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a *performance* bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other *right* or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior

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to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of *anticipated* profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer *fails* to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven *days* after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration *Association* in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been *validly* given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

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17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period *falls* on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with *the* Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General *Conditions.*

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

Compton Engineering, Inc.

for

HANCOCK COUNTY BOARD OF SUPERVISORS

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SUPPLEMENTARY CONDITIONS

Prepared for Hancock County Board of Supervisors Beach Maintenance

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the same meanings stated below, which are applicable to both the singular and plural thereof.

The Contractor's attention is directed to Division 1, GENERAL REQUIREMENTS, which contains other directions pertinent to the project.

SPECIFIC COMMENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01.A.19. ***Engineer*** -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.19:

Wherever in these Contract Documents the word "Architect", "Engineer", "E/A" or "A/E" appears, it shall be understood to mean the Architect or Engineer, (Insert Architect/Engineer Name) and their authorized representatives, acting either directly or indirectly as authorized agents of the Owner.

SC-1.01.A.29. ***Owner*** -- ADD the following language at the end of the last sentence in Paragraph 1.01.A.29:

Whenever in these Contract Documents the word "Owner" appears, it shall be understood to mean the Hancock County Board of Supervisors and their authorized representatives.

SC-1.01.A.44. ***Substantial Completion*** – AMEND the language in the first sentence of Paragraph 1.01.A.44 to read as follows:

CHANGE the language from "in the opinion of Engineer," to "in the opinion of the Engineer and Owner,"

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 ***Copies of Documents*** AMEND the language in the first sentence in Paragraph 2.02.A to read as follows:

CHANGE the language from "up to ten" to "up to three unless otherwise noted in Article 4".

SC-2.03 ***Commencement of Contract Times; Notice to Proceed*** AMEND the language in the third sentence in Paragraph 2.03.A to read as follows:

CHANGE the language from "later than the sixtieth day" to "later than the ninetieth day".

SC-2.07 ***Initial Acceptance of Schedules*** ADD the following new language at the end of Paragraph 2.07.A.2:

The requirements for specification Section 01300 - Submittals During Construction shall also be met prior to accepting the Schedule of Submittals.

SC-2.08 ***Narrative Report Outline*** ADD the following new paragraph immediately following Paragraph 2.07:

SC-2.08 A narrative report as outlined in Specification section 01311 shall be required and shall accompany all Payment Applications prior to approval.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.03.B ***Resolving Discrepancies*** ADD the following new language at the end of this section:

d. Whenever the Contract Documents contain contradictions or discrepancies within the document, the most costly means or method shall be applied.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.02 ***Subsurface and Physical Conditions*** DELETE Paragraphs 4.02.A and 4.02.B in their entirety and INSERT the following in their place:

A. No reports or explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

B. Not Used.

SC-4.02.C ***Site Surveys*** ADD the following new paragraph immediately after Paragraph 4.02.B:

C. *Site Surveys:* Site survey information has been compiled from past records and limited field investigations and although stated with as much accuracy as possible, may contain errors or discrepancies. Contractor shall perform investigations as necessary to accomplish the Work. Any unknown item encountered that impacts the Work shall be handled under Article 4.03.

SC-4.05 ***Reference Points*** AMEND the language in the second sentence of Paragraph 4.05.A to read as follows:

CHANGE the language from "without prior written approval of Owner" to "without prior written approval of Owner and Engineer".

SC-4.06 ***Hazardous Environmental Conditions at Site*** DELETE Paragraphs 4.06.A, 4.06.B and 4.06.G in their entirety and INSERT the following in their place:

A. No reports or drawings of hazardous conditions at the site are known to the Owner or Engineer.

B. Not used.

G. Not used.

SC-4.07 ***Site Investigation and Representation*** ADD the following new paragraph immediately after Paragraph 4.06:

SC-4.07 *Site Investigation and Representation*

The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any affect the Work or the cost thereof under this Contract. The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting the site. Any failure by the Contractor to acquaint himself with

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all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work. Neither the Owner nor the Engineer assumes responsibility for any conclusion or interpretation made by the Contractor.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.01 ***Certificates of Insurance*** ADD the following new paragraph immediately after Paragraph 5.01.C:

D. Bonds for Pre-Disaster work do not have to be provided until such time pre-disaster work is authorized. Once Notice to Proceed for pre-disaster work is issued a separate contract for that specific work will be issued and contractor shall provide insurance certificate and bonds for pre-disaster work within 5 business days and prior to contract execution.

SC-5.03 ***Certificates of Insurance*** ADD the following new paragraph immediately after Paragraph 5.03.E:

F. The Contractor shall be required to submit a Certificate of Insurance with every pay application; or, no later than every thirty (30) days for the term of contract. If an approved Certificate of Insurance is not included with the pay application, then it will be considered non-compliant with the contract documents and returned to the Contractor.

SC-5.04 ***Contractor's Liability Insurance*** ADD the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverages for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverage under Paragraph 5.04.A.1 and A.2 of the General Conditions:

a.	State:	Statutory
b.	Applicable Federal:	Statutory (e.g. Longshoreman's)
c.	Employer's Liability:	$100,000 or Statutory

2. Contractor's General Liability under Paragraph 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	General Aggregate:	$ 1,000,000.00
b.	Products- Completed Operations Aggregate	$ 1,000,000.00
c.	Personal and Advertising Injury	$ 1,000,000.00
d.	Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000.00

e. Property Damage liability insurance will provide Explosion, Collapse and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

1)	General Aggregate	$ 1,000,000.00

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2) Each Occurrence $ 1,000,000.00

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:
Each Person $ 1,000,000.00
Each Accident $ 1,000,000.00

b. Property Damage:
Each Accident $ 1,000,000.00

c. Combined Single:
Limit of $ 1,000,000.00

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury:
Each Person $ 1,000,000.00
Annual Aggregate $ 1,000,000.00

b. Property Damage:
Each Accident $ 1,000,000.00
Annual Aggregate $ 1,000,000.00

5. The list of names, other persons, or entities to be included on the policy as additional insured are as per Paragraph 5.11.

SC-5.06.A *Property Insurance* DELETE Paragraph 5.06.A in its entirety and INSERT the following in its place:

A. When available, Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.

1. This insurance shall:

a. include the interests of Owner, Contractor, Subcontractors, Engineer and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

b. in addition to the individuals and entities specified, include additional insured per Paragraph 5.11.

c. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

e. cover materials and equipment stored at the Site or at another location that was agreed to in

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writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

f. allow for partial utilization of the Work by Owner;

g. include testing and startup; and

h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph SC-5.06.A shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.B DELETE this article in its entirety.

SC-5.06.E DELETE this Paragraph in its entirety.

SC-5.07 ***Waiver of Rights*** DELETE Paragraph 5.07.B, 5.07.B.1 and 5.07.B.2 in its entirety.

SC-5.11 ***Additional Insured*** ADD the following new paragraph immediately after Paragraph 5.10.

SC- 5.11 *Additional Insured*

A. Where applicable, all insurance policies shall name the Owner and Engineer as herein before defined as additional insured.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITY

SC-6.06 ***Concerning Subcontractor's, Suppliers, and Others*** ADD a new paragraph immediately after Paragraph 6.06.G:

H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.07 ***Patent Fees and Royalties*** DELETE Paragraph 6.07.B in its entirety.

SC-6.12 ***Record Documents*** ADD a new paragraph immediately after Paragraph 6.12.A:

B. Owner may withhold progress payments until record documents are properly updated. Final payment may not be made until all record documents are accepted in writing by Owner.

SC-6.17 ***Shop Drawings and Samples*** ADD the following new paragraphs immediately after Paragraph 6.17.E:

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor.

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SC-6.19 ***Contractor's General Warranty and Guarantee*** ADD the following new paragraph immediately after Paragraph 6.19.C:

D. Unless additional warranties are included in the technical specifications, the Contractor shall guarantee all Work for a period of one-year following Substantial Completion.

ARTICLE 7 – OTHER WORK AT SITE

SC-7.04 ***Claims Between Contractors*** ADD a new paragraph immediately after Paragraph 7.03:

SC-7.04 *Claims Between Contractors*

A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 8 – OWNER'S RESPONSIBLITIES

SC-8.11 ***Evidence of Financial Arrangements*** Add the following new paragraph immediately after Paragraph 8.11.A:

B. On request of Contractor prior to the execution of any Change Order involving a significant increase in the Contract Price, Owner shall furnish to Contractor reasonable evidence that adequate financial arrangements have been made by Owner to enable Owner to fulfill the increased financial obligations to be undertaken by Owner as a result of such Change Order.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 ***Project Representative*** AMEND the language in the second sentence of Paragraph 9.03.A to read as follows:

DELETE the language "the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in".

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ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

No Comment.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-11.03.D ***Unit Price Work*** DELETE Paragraph 11.03.D in its entirety and INSERT the following in its place:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. The quantities in the bid are intended to establish a cost basis for annual maintenance and a cost basis for bid comparison of disaster items. Due to the nature of the work, adjustments of unit price due to material differing quantities of work does not apply in this contract.

2. If Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

ARTICLE 12 – CHANGE OF CONTRACT PRICE: CHANGE OF CONTRACT TIMES

~~**ADD SC-12.03 Rain Days**~~

~~F. The Contractor shall include in the time of construction the following number of rain days for each month listed below in the schedule.~~

~~January~~	~~8 days~~
~~February~~	~~8 days~~
~~March~~	~~7 days~~
~~April~~	~~7 days~~
~~May~~	~~7 days~~
~~June~~	~~7 days~~
~~July~~	~~9 days~~
~~August~~	~~8 days~~
~~September~~	~~9 days~~
~~October~~	~~6 days~~
~~November~~	~~6 days~~
~~December~~	~~9 days~~

~~G. The Engineer will grant a time extension for every workday when precipitation amount to ½" or more exceeds the number of days on the above chart and weather reduces production to less than 5 hours on items of Work on the critical path. As part of the current and approved schedule from Contractor schedules that are not current, updated and approved by Engineer will be reason for refusal of any additional time extension.~~

~~H. For an extension of time for rain days to be considered, the Contractor must document that he had only exterior work with no interior work delayed due to inclement weather conditions. Requests for rain days must be submitted with the pay application for that time period.~~

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.03.A ADD the following new sentence immediately after the first sentence of Paragraph 13.03.A:

Timely notice shall be as stated in the appropriate specification and no less than 24 hours prior to scheduling the Work.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.A.3 ***Applications for Payments*** DELETE Paragraph 14.02.A.3 in its entirety and INSERT the following in its place:

3. ~~The Owner will retain 5% of the amount of each estimate until final completion of the project. On monthly estimates subsequent to the first estimate submitted that includes invoices for stored materials for which payment to the Contractor has been made, there shall be a signed statement that the invoices have been paid by the Contractor.~~

   ~~The statement shall read as follows:~~

   ~~This is to certify that payment has been made for invoiced materials included in previous monthly estimate no. _____ thru _____.~~

   ~~Signed: _____~~

   ~~In the event that such statement is not furnished or the manufacturers or material suppliers notify the Owner in writing that they have not been paid for materials included on previous estimates, the Owner may reduce payment in accordance with Paragraph 14.02.~~

SC-14.02.C ***Payment Becomes Due*** AMEND the language in the first sentence of Paragraph 14.02.C.1 to read as follows:

CHANGE the language from "Ten days after presentation of the Application for Payment to Owner," to "Ten days after approval of the Application for Payment by Owner".

SC-14.07.C.1 ***Payment Becomes Due*** AMEND the language in the first sentence of Paragraph 14.07.C.1 to read as follows:

CHANGE the language from "Thirty days" to "Sixty days"

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

No comment.

ARTICLE 16 – DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01 in its entirety and insert the following in its place:

SC-16.01 Meet to Confer and Negotiate

A. Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after receipt of written notice of Engineer's action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below.

B. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.

C. If the negotiations contemplated by Paragraph SC-16.01.B are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under SC-16.01.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.

D. If the Claim is not resolved by negotiation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the negotiations unless, within that time period, Owner or Contractor:

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1. gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or

2. agrees with the other party to submit the Claim to another dispute resolution process.

E. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC-16.01.D.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding.

ARTICLE 17 – MISCELLANEOUS

SC-17.05 ***Controlling Law*** DELETE Paragraph 17.05.A in its entirety and INSERT the following in its place:

A. The terms and conditions of this Contract shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of Mississippi. Wherever applicable, each provision of these Contract Documents shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of these Contract Documents shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Contract Documents.

B. This Contract shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by one of the parties.

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SPECIAL CONDITIONS

1.0 USE OF LOCAL RESOURCES

1.1 The Contractor shall give first priority to utilizing resources located within the local area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

2.0 NONDISCRIMINATION

2.1 During the performance of this contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment which is a violation of federal law. Contractor will provide all notices regarding non-discrimination as required by law.

3.0 INDEPENDENT CONTRACTOR

3.1 At all times and under all conditions Contractor and all sub-contractors shall be independent Contractors and shall not represent themselves in any way as agents of the County. As independent contractors, Contractor and all sub-contractors are not entitled to any County Employment benefits.

4.0 CONTRACTOR EXPERIENCE

4.1 Contractor shall have specific experience in beach maintenance work and shall provide proof of beach maintenance experience along with references that can verify beach maintenance. Beach maintenance is considered general maintenance of sand beach, walking trails, road shoulders, etc. as defined in this contract. Experience shall be with beaches located on Gulf of Mexico or other ocean bodies of water.

5.0 CONTRACTOR LICENSING

5.1 Contractor shall be duly licensed in the State of Mississippi.

6.0 TERMINATION FOR NONPERFORMANCE

6.1 Owner may terminate contract with 15 day notice for nonperformance by Contractor.

7.0 RENEWAL

7.1 At the end of one year the Owner has the option to renew up to another two years. If contract is renewed Owner shall adjust monthly cost by an inflation factor of 3% per year (03) and additional adjustment based on fuel index as reported by Mississippi Department of State Aid Road Construction. Fuel adjustment shall be made based on increase or decrease as a percentage of the current index less the original index multiplied by 5% of monthly bid price. The base fuel prices for this contract are in Appendix 2 of the contract documents. This base will be the March 2021 indexed fuel prices as published by the MS Department of State Aid Road Construction.

8.0 DEBRIS COLLECTION AND TRANSPORT ON BEACH

8.1 All debris collection shall be performed utilizing grapple equipment. No debris is to be pushed or damaged outside the footprint of the debris field as designated by the owner/engineer. No bladed equipment is to be used in debris movement or transport.

9.0 All debris from maintenance contract is to go to King Waste Rubbish Site with disposal fees paid by directly by Hancock County under current Hancock County Solid Waste Authority Contract. All debris from disaster cleanup shall go to an appropriately permitted landfill selected by contractor with contractor responsible for disposal fees. Cost of disposal shall be included in the per yard in debris removal price in bid

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SECTION 00870

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, NON-COLLUSION AND OTHER RESPONSIBILITY MATTERS

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement there under for $25,000 or more. Accordingly, each recipient of a Federally-Funded contract or subcontract exceeding $25,000 must complete the following certification (see 40 CFR 32.510). The prime bidder shall attach the copies of this certification to his bid.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

(a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners;

(b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Hancock County Beach Maintenance Bid
Title of Project or Subcontract

Black Diamond Construction — 5-3-21
Prime or Subcontractor's Name Chris Zimmerman — Signature/Date

( ) I am unable to certify to the above statements. Attached is my explanation.

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SECTION 01000
GENERAL REQUIREMENTS

1.0 GENERAL

1.1 Summary

A. Scope of Specification

This specification prescribes the general requirements for all specifications that reference this section, are complementary to the General Conditions of the Contract contained in the Contract Documents and are not intended to duplicate or contradict the General Conditions. Contradictions shall be brought to the attention of the Engineer.

In resolving inconsistencies in the Contract Documents, the Contractor shall give precedence in the following order:

1. Contract.
2. Supplementary Conditions.
3. General Conditions.
4. Specifications.
5. Drawings.
6. Geotechnical information.

Figure dimensions on drawings shall take precedence over scale dimensions; detail drawings shall take precedence over general drawings. In case of a discrepancy between specifications and drawings or between various specification sections, the most expensive shall apply.

B. Terminology

Terminology is covered in the General Conditions; additions are as follows, and apply wherever such terms are used:

1. Architect/Engineer: Compton Engineering, Inc. (Also, may be referred to as “Company Engineer”; “Company Architect”, “Engineer”, “E/A”, or “A/E”.

2. Owner: Hancock County Board of Supervisors (may also be referred to as “Client” or “Recipient”).

3. Contractor: Appropriate individual, partnership, company, or corporation as established by work assignments set forth by Owner.

4. Trade: Workmen or Mechanics with special skills, or firms that hire them, as applicable.

5. Any: The term "any" in the Contract Documents shall be interpreted as "any and all" whenever more than 1 item would be applicable for completion of the Work of the Project; for example, "any other general expenses."

6. Shop Drawings: Drawings, diagrams, schedules, and other data specifically prepared for the work by the Contractor to illustrate some portion of the work.

7. Product Data: Illustrations, standards, schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the work.

8. Samples: Physical examples which illustrate materials, equipment, or workmanship, and establish standards by which the work will be judged.

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1.2 References

The publications listed below form part of this specification. Each publication shall be the latest revision and addendum in effect on the date this specification is issued for construction unless noted otherwise. Except as modified by the requirements specified herein or the details of the drawings, Work included in this specification shall conform to the applicable provisions of these publications.

A. ACI (American Concrete Institute)

B. ADA (American Disabilities Act)

C. AISC (American Institute of Steel Construction)

D. AISI (American Iron and Steel Institute)

E. AMCA (Air Moving & Conditioning Association, Inc.)

F. ANSI (American National Standards Institute)

G. Applicable State Department of Highways Specification

H. ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.)

I. ASME (American Society of Mechanical Engineers)

J. ASSHTO (American Association of State Highway and Transportation Officials)

K. ASTM (American Society for Testing and Materials)

L. AWI (American Wood Institute)

M. AWPB (American Wood Preservers Bureau)

N. AWS (American Welding Society)

O. AWWA (American Water Works Association)

P. CBM (Certified Ballast Manufacturers)

Q. CRSI (Concrete Reinforcing Steel Institute)

R. CSI (Construction Specifications Institute)

S. ETL (Electric Testing Laboratories)

T. FM (Factory Mutual)

U. FS (Federal Specifications)

V. IBC (International Building Code)

W. IPCEA (Insulated Power Cable Engineers Association)

X. NEC (National Electric Code)

Y. NEMA (National Electric Manufacturers Association)

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Z. NFPA (National Fire Protection Association Codes)

AA. NRMCA (National Ready Mixed Concrete Association)

BB. OSHA (Occupational Safety and Health Administration Standards)

CC. PCA (Precast Concrete Institute)

DD. SDI (Steel Deck Institute)

EE. SJI (Steel Joist Institute)

FF. SMACNA (Sheet Metal and Air Conditioning Contractors National Association)

GG. SSPC (Steel Structures Painting Council Specifications)

HH. UL (Underwriters Laboratories)

II. U.S. Department of Commerce, Bureau of Standards for Lumber

1.3 System Description

The intent of the contract documents is to include the items necessary for the proper execution and completion of the work.

A. The contract documents are complementary, and what is required by any one shall be as binding as if required by all.

B. Work not covered in the specifications and drawings will not be required, unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce intended results.

C. Written interpretations of specifications and drawings are valid only when issued by the Engineer.

D. Words and abbreviations which have well-known technical or trade meanings are used in the specifications and drawings in accordance with such recognized meanings.

E. Where custom built equipment is specified, and an independent testing laboratory label or listing is not applicable to the completed product, components used in the construction and assembly of such equipment must be labeled or listed by an independent testing laboratory acceptable to the local governing authorities, where such label or listing is applicable to the components. These labels shall be securely affixed to the components in a conspicuous location.

F. The Mechanical and Electrical Drawings are diagrammatic, intending to show general locations and arrangements of piping, wiring, equipment, and specialties and not necessarily showing the required offsets, connections, or appurtenances. Accurately lay out work in cooperation with other trades to avoid conflicts and to obtain a neat and workmanlike installation which will afford maximum practical accessibility for operation, maintenance, and headroom.

G. Drawing scale is selected for convenience in presentation and not for establishment of dimensions.

1. Use drawing dimensions for performance of work.

2. Verify actual dimensions at the site to determine that sufficient space exists and that no interference will be caused.

1.4 Submittals

A. Filing of Drawings

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The Contractor shall file necessary drawings with the Insurance Authority and Local Authorities, if their approval is required. Copies of these drawings bearing the stamp of approval of the authorities having jurisdiction shall be submitted to the Engineer prior to starting the Work.

B. Record Documents and Samples

The Contractor shall maintain at the site one record copy of all drawings, specifications, addenda, change orders, and other modifications, in good order and marked currently to record all changes made during construction; and shall maintain at the site reviewed shop drawings, product data, and samples. These shall be available to the Engineer and shall be delivered for the Owner upon completion of the work and during construction at time of submission of payment application, upon A/E requests. Failure to maintain and submit record drawings may be subject to withholding payment due to the Contractor until document markings are current with status of project.

C. Documents

Drawings shall be submitted as hard copies as well as in electronic form. The electronic format acceptable is Autocad *.dwg or *.dxf.

Shop drawings, product data, and samples shall comply with individual specification section requirements and as follows:

1. Shop drawings shall be one reproducible sepia for return with remarks noted if larger than 11" x 17".

2. Product data shall be submitted in a quantity of 6 copies.

3. Submit samples in a quantity of 3; one to be retained by the Engineer, one to be retained at the construction site, and one to be returned by the Engineer to the originator after approval.

4. Approval indicates conformance to contact documents (not performance, code compliance, dimensions, or quantities) and does not constitute approval to vary from contract documents.

   Resubmit disapproved shop drawings, product data, and samples for approval in same manner as for first submittal.

5. No portion of the work requiring shop drawings, product data or sample approval shall be started until Engineer approval is obtained in writing.

2.0 PRODUCTS

2.1 General

A. Substitution for items described in the contract documents will be specified in the General Conditions.

3.0 EXECUTION

3.1 Job Site Safety

A. The Contractor shall be required to abide by all requirements in the General Conditions. The Contractor must assign an individual to be responsible for site safety.

3.2 Temporary Service

A. The Contractor shall be responsible for providing water to the site if required. The Contractor shall also be responsible for providing sewer facilities (chemical toilets).

B. The Contractor will provide for temporary power at the site.

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3.3 Field Quality Control

A. Workmanship contemplated under this work shall be first class in every respect. Surfaces, members, frames, and units shall be true, even, and in alignment. No warped, bent, dented, or otherwise damaged members of units shall be built into the work. Connections shall be true, tight, and neat. Arises, soffits, and intersections shall be straight and true. Finishes shall be free from chips, dents, or other imperfections not in conformity with first-class work.

B. Factory assemblies shall conform to the first-class standards of the trades concerned.

C. Defective materials shall not be built in and, if built in, shall be removed at the Contractor's expense. Where, in the opinion of the Construction Manager or Owner, doubt exists as to the quality or effectiveness of the work, the work shall be reinstalled as directed.

3.4 Bid Breakdown

The Contractor shall prepare a detailed bid breakdown to be used for estimating progress of the work. Breakdowns used shall address the individual sections of the specifications. Some sections may be combined if they do not contribute substantially to the cost of the project. The Engineer and Owner reserves the right to request modifications to the breakdown to address individual items if required.

3.5 Cleanup

A. Daily Cleanup

1. Maintain the premises and Project site in a reasonable neat and orderly condition, free from accumulations of waste materials and rubbish during the entire construction period.

2. Remove crates, cartons, trash and flammable waste materials from the work areas by the end of each working day.

3. Do not dispose of trash or debris by burning on Project site.

4. Clean and leave free from rubbish, construction debris, and dirt; dust electrical closets, pipe and duct shafts, chases, furred spaces and similar spaces which are generally unfinished, roof drains and roof areas.

5. Clean and restore any finished surface which is defaced in any way.

6. Provide and maintain runner strips of nonstaining kraft building paper on finished floors.

B. Final Cleanup

Immediately prior to final site inspection by the Engineer, clean site of all trash and debris, clean drainage structures, and verify erosion control is in-place and structurally sound.

4.0 PAYMENTS

4.1 Payment for work in this section shall be included in the lump sum or unit price bid to which it is subsidiary.

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SECTION 01001
ABBREVIATIONS

Whenever in these Contract Documents the following abbreviations are used, the intent and meaning shall be interpreted as follows:

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute
APA	American Plywood Association
API	American Petroleum Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
EPA	United States Environmental Protection Agency
Fed. Spec.	Federal Specifications
FEMA	Federal Emergency Management Agency
HCBOS	Hancock County Board of Supervisors
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers, Inc.
ICEA	Insulated Cable Engineers Association
MEMA	Mississippi Emergency Management Agency
MSDEQ	Mississippi Department of Environmental Quality
NBHA	National Builders Hardware Association
NBS	National Bureau of Standards

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NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electric Safety Code
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers Association
NSF	National Science Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act (both Federal and State)
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	Product Standards Section - U.S. Department of Commerce
RMA	Rubber Manufacturers Association
SAE	Society of Automotive Engineers
SDI	Steel Door Institute
SJI	Steel Joists Institute
SSBC	Southern Standard Building Code; Coastal Regions
SSPC	Steel Structures Painting Council
STD SPEC	Mississippi Standard Specifications for Road and Bridge Construction
TCA	Tile Council of America
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WWPA	Western Wood Products Association

Unless a particular issue is designated, all references to the above specifications, standards, or methods shall, in each instance, be understood to refer to the issue in effect (including all amendments) on the first published date of the Invitation to Bid.

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SECTION 01010
SUMMARY OF WORK

1.0 GENERAL

1.1 This section describes the project in general and provides an overview of the extent of the work to be performed. Detailed requirements and extent of work is stated in the applicable specification sections and shown on the drawings. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing and completion of the work.

2.0 REASONABLY IMPLIED PARTS OF THE WORK SHALL BE DONE THOUGH ABSENT FROM SPECIFICATIONS

2.1 Any part or item of the work which is reasonably implied or normally required to make each installation satisfactorily operable shall be performed by the Contractor and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the work. It is the intent of these specifications to provide the Owner with complete operable systems, subsystems, and other items of work. All miscellaneous appurtenances and other items of work that are incidental to meeting the intent of these specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the work even though these appurtenances and items may not be specifically called for in the specifications.

3.0 DESCRIPTION OF THE PROJECT

3.1 The primary purpose of this scope of work is to maintain the public beaches in Hancock County. The scope of work includes the following:

BEACH MAINTENANCE TASKS (Area of maintenance includes beach area from southern right of way of Hwy 90 to southern limit of beach at Bayou Caddy, including areas of non-paved road shoulders within right of way and right of way between seawall and private parcels. Note this includes public parcels between newly constructed seawall and private parcels.)

1. Construction and Installation of 100solid waste receptacles initially installed, with up to an additional 20 over the course of the year at the owner's direction, and frames, and servicing as needed. (Hancock County responsible for disposal fees). As needed is defined as emptying receptacle liners within 12 hours of filling or minimum of once per two (2) days whichever is more frequent (including weekends and holidays). Cans and frames shall be kept serviceable at all times. Garbage can container frames will be constructed of treated lumber and stainless-steel frames and fasteners.
2. Hand picking bulk debris left from visitors on the beach and flotsam coming ashore to be performed every 2 days at a minimum (including weekends). (Hancock County responsible for disposal fees) (Subject to permit restraints).
3. Repair and Maintenance of Fence. (Hancock County responsible for purchase of repair material with a Purchase Order). Fences shall be intact at all times. Contractor shall make needed repairs within 72 hours of damage.
4. Sweeping of sidewalk and pedestrian path **daily.** Sweeping of entire path shall be performed at minimum once every day, including weekends, year-round. Contractor shall keep movement of heavy equipment across sidewalk to a minimum. Sweeping shall remove all sand across entire width of path (including against curb). Sand shall be redistributed along shoreline and run through surface rake/screener.
5. Grading of the beach. Grading of entire beach shall be performed every month and up to 5 additional times upon county request. Grading shall maintain beach profiles included in permit as closely as practical.

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6. Power/surface raking. Power surface raking with Beach Tech 2800 or 2000 daily with entire beach completed every week. Contractor shall dispose of all collected debris. Stockpiles of debris shall not remain in place for a period of more than 24 hours. (Daily surface raking may utilize ¾" screen).
7. Surface screening. Surface screening to depth of 6" will be done twice per year, including wet zone with the entire beach completed each time within 4 weeks. Contractor shall dispose of all collected debris. Stockpiles of debris shall not remain in place for a period of more than 24 hours. Surface screening shall be performed with Beach Tech Model 2000 or 2800 with 3/8" screen at slowest operating speed ≤3 mph.
8. Man power will be increased by 200% for special events and holidays for faster response of above services up to 12 events per year.
   Debris in water will be removed upon its notice. (cost absorbed)
9. Right of Way opposite beach will also be maintained by contractor including grading, mowing, and edging. Mowing shall be at least once every 2 weeks from March until October and once every 4 weeks between November until February. Grading will be performed by the contractor as requested by the county up to 15 times per year. Contractor responsible for sand build up removal and disposal. Shoulder grade shall be kept approximately same elevation as road.
10. Debris in marsh will be removed as needed. (cost absorbed)
11. All employees will be uniformed in clothing labeled Beach Maintenance and all equipment will be marked with contractor's logo and "Beach Maintenance".
12. Beach Maintenance does not include cleanup after named Tropical Storms or Hurricanes. (County will assess situation after storm has passed). Clean up after all other storm events is included under beach maintenance scope of work.
13. Minimum equipment and employees required under this Contract for daily beach maintenance. (All employees and equipment to be properly marked with contractor logo and Beach Maintenance)

    1. 3 x Full Time Trained Employees
    2. 1 x 60-100 hp John Deere Tractor (or equivalent)
    3. 1 x 200-250 hp John Deere Tractor (or equivalent)
    4. 1 x Beach Tech 2800 with 3/4" & 3/8" screen or Beach Tech 2000
    5. 1 x Pull Rake Implement (1/2" spacing)
    6. 1 x 4 x 4 Pickup
    7. 1 x Dump trailer with off-road tires
    8. 1 x ATV/UTV
    9. 1 x Reynolds LSE 14' Scraper
    10. Motor Grader
    11. Bulldozer
    12. Track Hoe
    13. 4-6' Bush Hog
    14. Zero Turn Mower
    15. Front End Loader

* All equipment shall be available daily. Equipment for daily maintenance shall be accessible daily except in case of severe weather. Additional equipment to be provided as necessary for disaster recovery items.

14. Contractor will be required to provide a weekly report with daily activity reports attached and signed off by the resident project representative. These reports will be attached to each pay application. If reports are not attached payment will be withheld. If any work items are not performed during the course of each month or personnel levels are below the minimum required, monthly pay app will be subject to reduction or denial. Contractor shall also submit certified employee time sheets for each month. If time sheets are not submitted payment is subject to being withheld.
15. Reclamation of nearshore sand will be by mechanical means. Placement of sand includes grading and dressing. Placement shall include transport of sand up to 1500 lf along shoreline from area of retrieval. Contractor shall provide survey prior to and after completion of renourishment areas for establishment of quantities.

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16. Maintenance of planting along beach including fertilization twice per year and replacement of plants as required up to 1000 plants per year. Plants to be provided by Contractor.
17. Clean outfalls completely once every month and up to 12 additional times upon request.
18. No tracked equipment on paved services without proper matting.
19. Herbicide treatment of invasive weeds 6 times per year as directed by the Engineer.
20. Nearshore sand retrieval/sand relocation.
21. Sweeping of road a minimum once every 4 weeks and up to 10 additional times at county request. Sand to be redistributed along shoreline in consistent locations and run through surface screener.

DISASTER RECOVERY TASKS

1. Removal and disposal of dead wildlife (including but not limited to rats, snakes, hogs, deer, etc. on beach and road corridor)
2. Mechanically picking and loading bulk debris left from tropical storms or hurricanes
3. Repair and replace damaged silt fence. Replace dune vegetation.
4. Retrieval of sand from pedestrian pathway and roadway. No tracked equipment on paved surfaces without proper matting.
5. Retrieval of sand from outfalls and other drainage structures.
6. Complete power surface raking and removal of collected debris utilizing barriers surface rake or equal.
7. Complete deep screening of beach and removal of sifted debris, per specs, after sand grading and dressing per storm or as required utilizing beach tech 2800 or equal.
8. Repair beach boulevard shoulders up to right of way. Includes fill, grading and establishing vegetation.
9. Repairing pedestrian pathway.
10. All employees will be uniformed in clothing labeled "Disaster Recovery" and all equipment will be marked with contractor or sub contractor's logo and "Disaster Recovery".
11. All debris collection shall be performed utilizing grapple equipment. No debris is to be pushed or damaged outside the footprint of the debris field/footprint as designated by the owner/engineer. No bladed equipment is to be used in debris movement or transport.
12. Disposal site and all fees for debris under disaster recovery shall be responsibility and selected by contractor.

****NOTE: **Bulky Waste to King Landfill and Garbage/Food Product Waste to Pecan Grove for Maintenance**

****NOTE: **Disposal Site and all fees for debris under disaster recovery shall be responsibility of and selected by contractor.**

4.0 SEQUENCE OF OPERATIONS

4.1 The Contractor is required to determine his own method of construction and detailed work sequence, within the terms of the Contract.

4.2 The Contractor shall cooperate in the coordination of his activities in a manner that will provide the least interference with other contracts, other contractors, and/or utility companies working in the area.

4.3 If any difficulty or dispute should arise in the accomplishment of the above, the problem shall be brought immediately to the attention of the Engineer.

5.0 WORK COVERED BY CONTRACT DOCUMENTS

5.1 Contractor's Duties:

5.1.1 Except as specifically noted, provide and pay for:

a. Labor, materials and equipment.

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b. Tools, construction equipment and machinery.
c. Water, heat and utilities required for construction.
d. Other facilities and services necessary for proper execution and completion of the Work.

5.1.2 Pay legally required sales, consumer, use, payroll, privilege and other taxes.

5.1.3 Secure and pay for, as necessary, for proper execution and completion of work, and as applicable at the time of the receipt of the bids:

a. Permits.
b. Government fees.
c. Licenses.

5.1.4 Give required notices.

5.1.5 Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.

5.1.6 Promptly submit written notice to Professional of observed variance of Contract Documents from legal requirements. It is not the contractor's responsibility to make certain that drawings and specifications comply with codes and regulations. Appropriate modifications to Contract Documents will adjust necessary changes. Assume responsibility for work known to be contrary to such requirements, without notice.

5.1.7 Enforce strict discipline and good order among employees. Do not employ or work unfit persons, or persons not skilled in assigned task.

5.1.8 Provide a written safety plan.

5.1.9 Contractor will be required to provide a weekly report with daily activity reports attached and signed off by the resident project representative. These reports will be attached to each pay application. If reports are not attached payment will be withheld. Contractor shall also submit certified employee time sheets for each month. If time sheets are not submitted, payment is subject to being withheld. If any work items are not performed during the course of each month or personnel levels are below the minimum required monthly pay application will be subject to reduction or denial.

5.2 Hazardous Materials: The Prime General Contractor is responsible for the removal and disposal of any hazardous materials encountered in the performance of the Contract requirements. Hazardous Containing Materials (HCM) include, but are not limited to, Asbestos and Lead Paint and should be identified and removed as a part of the Contract. The absence of details does not relieve the Prime General Contractor from the responsibility of removal and disposal; but, a Change Order could be executed in the absence of identified HCM in the documents.

5.3 Subcontractor's List: The Prime General Contractor will submit to the Owner a list of all Subcontractors to be used on the Project within seven (7) days after written notice of contract award by the Owner. Any Subcontractor listed must be acceptable to the Owner.

5.4 Coordination: The General Contractor is responsible for the coordination of the total project. All other Contractor and all Subcontractors will cooperate with the General Contractor so as to facilitate the general progress of the Work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work.

6.0 WORK BY OTHERS

Work by Others shall be described in each appropriate Project Manual section and noted on the Drawings.

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7.0 CONTRACTOR'S USE OF PREMISES

7.1 Confine operations at site to areas permitted by:

a. Law.
b. Ordinances.
c. Permits.
d. Contract Documents
e. Owner.

7.2 Do not unreasonably encumber site with materials or equipment.

7.3 Do not load structure with weight that will endanger structure.

7.4 Assume full responsibility for protection and safekeeping of products stored on premises.

7.5 Move any stored products which interfere with operations of Owner or other Contractors.

7.6 Obtain and pay for use of additional storage or work areas needed for operations.

7.7 Limit use of site for work and storage to the area indicated in the drawings.

8.0 PAYMENT

8.1 The work specified in this section shall be considered incidental and the cost shall be included as part of the appropriate lump sum or unit prices stated in the Bid.

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SECTION 01011
SITE CONDITIONS

1.0 SUBSURFACE INFORMATION

1.1 Subsurface investigations have not been made. The Contractor shall provide his own investigation as required to properly accomplish the work.

2.0 DIFFERING SUBSURFACE CONDITIONS

2.1 In the event latent physical conditions are found materially different from those ordinarily encountered and generally recognized as inherent in the character of work covered in these Contract Documents, the Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of such changed conditions.

2.2 The Engineer will investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed by the Engineer. If the Engineer finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for performing the work, the Engineer will recommend to the Owner the amount of adjustment in cost and time he considers reasonable. The Owner will make the final decisions on all Change Orders to the Contract regarding any adjustment in cost or time for completions.

3.0 SITE INVESTIGATION AND REPRESENTATION

3.1 The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, river stages, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any affect the work or the cost thereof under this Contract.

3.2 The Contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials and groundwater to be encountered from inspecting the site. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work. Neither the Owner, nor the Engineer assume responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner, or the Engineer.

4.0 VERTICAL AND HORIZONTAL CONTROL

4.1 The Contractor shall provide any additional vertical and horizontal control points if necessary for construction. It will be the Contractor's sole responsibility to lay out the work. When new construction connects to existing facilities, the Contractor shall check and establish the exact location of the point of connection prior to construction. The Engineer will not be responsible for any elevations given other than those provided as indicated herein.

4.2 All control points, marks, and other information shall be carefully preserved by the Contractor, and in the event of their careless of unnecessary destruction or removal by him or any of his subcontractors, such stakes, marks, and other information will be replaced at the Contractor's expense by means of a deduction from the Contract monies due the Contractor.

4.3 The Contractor shall recheck all top and invert elevations of the storm sewer lines prior to construction. Copies of the field notes shall be turned over to the Engineer for review. The field information should be obtained utilizing elevations from the drawings. Rod readings for determination of grade are not acceptable.

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4.4 Failure to perform this work will not relieve the Contractor from responsibility for checking and adjusting pipeline grades.

5.0 PROFILE ELEVATIONS

5.1 Existing ground profiles shown on the drawings were plotted from approved field surveys.

6.0 LAND MONUMENTS

6.1 The Contractor shall preserve all existing land monuments encountered. If monuments interfering with the proposed construction are encountered during the work, notify the Engineer immediately and allow 2 working days for arrangements to be made to reference them for later replacement. All monument replacement shall be at the expense of the Contractor and performed by a land surveyor licensed in the State of Mississippi.

7.0 EXISTING UTILITIES

7.1 Known utilities and structures adjacent to or encountered in the work are shown on the drawings. The locations shown are taken from existing records and it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner, or the Engineer for their accuracy or completeness.

7.2 Prior to move-in and in conjunction with the work under Item 4 above, the Contractor shall verify the location of utilities, including depth and report this information to the Engineer. Conflicts, if any, will be resolved prior to move-in.

7.3 No attempt has been made to locate services whether water, sewer, or gas. Location and repairs to services damaged by the Contractor are considered incidental to construction and the cost should be included in the applicable unit price or lump sum bid items.

7.4 In the event utilities and/or structures are encountered that are not shown on the drawings, adjustments to the Contract shall be provided for in accordance with the GENERAL CONDITIONS, ALTERATIONS. The Contractor shall excavate areas where latent components may materialize some time ahead of construction in order to allow the Owner to institute appropriate changes and to mitigate any delays.

8.0 RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

8.1 Neither the Owner nor his officers or agents shall be responsible for the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

8.2 The Contractor shall at all times provide unobstructed access to fire hydrants, underground conduit, manholes and water or gas valve boxes.

8.3 Where the Contractor's operations could cause damage or inconvenience to railway, telegraph, telephone, television, power, oil, gas, water, sewer, irrigation, or other systems adjacent or near the work, operations shall be suspended until the Contractor has made all arrangements necessary for the protection of these utilities and services and the Engineer has been notified of these arrangements.

8.4 Notify the Engineer and all utility offices that are affected by the construction operation at least 7 days in advance of commencing construction operations. The Contractor shall not expose any utility without first obtaining permission from the appropriate agency and notifying the Engineer of this permission. Once permission has been granted, locate and, if necessary, expose and provide temporary support and/or relocation in advance of operations.

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8.5 Protect all utility poles from damage. If interfering utility poles, guy wires or anchors are encountered, the Contractor shall notify the Engineer and the appropriate utility company as soon as possible and at least 48 hours in advance of construction operations to permit the necessary arrangements for protection or relocation of the interfering poles.

8.6 The Contractor shall be solely and directly responsible to the Owner and operators of such utility properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage that may result from the construction operations under his Contract.

8.7 In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration of service as promptly possible and bear all costs of repair. In no event shall interruption of any water or utility service be allowed unless prior approval is granted by the Owner of the utility.

8.8 The Contractor shall replace, at his own expense, any and all other existing utilities or structures removed or damaged during construction, unless otherwise provided for in these Contract Documents or ordered by the Engineer.

9.0 RELOCATIONS REQUIRED BY CONSTRUCTION

9.1 Where existing utilities, structures, or other physical obstructions block or impede construction under this Contract, they shall be permanently relocated. Such relocations shall be considered as required by construction. All other relocations shall be treated in accordance with UTILITY INTERFERENCES INCIDENTAL TO CONSTRUCTION below.

9.2 The Contractor shall give immediate notice to the Engineer and the Owner of the utility when a physical conflict is determined to exist. The actual relocation will be accomplished by the Owner of the utility, structure or other physical obstruction unless otherwise specified in these Contract Documents. Any delays resulting from the required relocations of the utilities are the responsibility of the Contractor.

10.0 UTILITY INTERFERENCES INCIDENTAL TO CONSTRUCTION

10.1 Where existing utility lines or structures are so located as to interfere with the Contractor's method of performing the work, but do not reasonably block or impede construction, under the Contract, any modification, alteration, or relocation of interfering utility, either permanent or temporary, shall be accomplished at the expense of the Contractor.

10.2 The Contractor shall give immediate notice to the Engineer and the Owner of the utility when an interference is determined to exist and shall obtain approval to relocate such utility or to discontinue service from the Engineer and the Owner of the utility. The Owner of the utility shall have the right to do all work required to discontinue, relocate, and replace interfering utilities and charge the Contractor for all costs thereof. When approved by the Engineer and the Owner of the utility, all work required to discontinue, relocate and replace interfering utilities may be done by, or arranged for, by the Contractor. All such discontinuance, relocation, and replacement shall be accomplished in accordance with all requirements of the Owner of the utility.

10.3 When notified by the Contractor that an interference or conflict has been determined to exist, the Engineer will determine whether such interference shall be considered as required by construction or as incidental to construction.

11.0 INTERFERING STRUCTURES

11.1 Take necessary precautions to prevent damage to existing structures where on the surface, aboveground, or underground. An attempt has been made to show major structures on the drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid known possible difficulties.

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11.2 Protect existing structures from damage, whether or not they lie within the right-of-way or the limits of the easements obtained by the Owner. Where existing structures are damaged during the work, they shall be restored at the Contractor's expense to at least their original condition and to the satisfaction of the Engineer.

11.3 The Contractor may, with the approval of the Engineer and without additional compensation, remove and replace in a condition as good as or better than original, any small interfering structures such as fences, mail boxes and signposts that interfere with the Contractor's operations.

12.0 FIELD RELOCATION

12.1 During the progress of the work, minor relocations of the work may be necessary. Such relocations shall be made only with the agreement of the Engineer. If existing structures are encountered that will prevent construction as shown, notify the Engineer before continuing with the work in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. If the Contractor proceeds with the work despite this interference, he shall be responsible for any damage that may occur.

13.0 EASEMENTS

13.1 Where part of the work is located on private property, easements are shown. The Contractor shall determine the adequacy of easements and shall obtain additional easements, if required.

13.2 Upon completion of work in any Owner provided easement area, the surface shall be restored as required and to the satisfaction of the Engineer. Restoration shall begin within 14 days following completion of construction in the easements. The restoration shall include, at minimum: final grading and grassing; limbing; fence repairs and replacement; sidewalk; curb; and drive repairs; etc. Failure to comply with this provision shall be considered reason to withhold a portion or all monies due the Contractor on Request for Payment.

13.3 The Contractor shall confine construction operations to within the easement limits or make his own special agreement with the property owners for any additional area required and provide two copies of written verification to the Engineer.

13.4 Before final payment will be authorized, the Contractor shall furnish the Owner with written releases from property owners where special agreements have been made by the Contractor, or when his operations, for any reason, have not been kept within the limits of easements obtained by the Owner.

13.5 In the event the Contractor is unable to secure the written releases required in the above paragraph, he shall inform the Engineer of the reasons for his failure to do so. The Engineer will examine the site and will direct the Contractor to complete any work that may be necessary to satisfy the terms of the easement or special agreement. Should the Contractor refuse to do the work, the Owner reserves the right to have it done by separate contract and deduct the cost of same from monies due the Contractor, or the Owner may require the Contractor to furnish a bond in a sum satisfactory to the Owner to cover any legal claims for damages. When the Owner is satisfied that the work has been completed in accordance with the terms of the easement or special agreement, he may waive the requirement of obtaining the statement if the Contractor's failure to obtain such statement is due to the grantor's refusal to sign and this refusal is not based upon any legitimate claims that the Contractor has failed to fulfill the terms of the easement or special agreement, or if the Contractor has overdue hardship in contacting the grantor.

14.0 PAYMENT

14.1 The work specified in this section shall be considered incidental and the cost shall be included as part of the appropriate lump sum or unit prices stated in the Bid.

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SECTION 01014
PROTECTION OF THE ENVIRONMENT

1.0 GENERAL

The Contractor, in executing the work, shall maintain all work areas on and off the site free from environmental pollution that would be in violation of any federal, state, or local regulations. All work shall be in compliance with beach permit included in appendix #1.

2.0 PROTECTION OF SEWERS

Take adequate measures to prevent the impairment of the operation of the existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering a sewer or sewer structure.

All sewage flow interfering with construction and requiring diversion shall be diverted to sewers leading to a wastewater treatment plant. Prior to commencing excavation and construction, the Contractor shall submit for the Owner's review detailed plans (including routing and connections) showing how he intends to handle and dispose of sanitary sewer wastes. By reviewing the plan, the Owner neither accepts any responsibility for the adequacy thereof nor for any damages to public or private property resulting therefrom. Such responsibilities remain with the Contractor.

3.0 PROTECTION OF WATERWAYS

The Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of, or the delivery of any runoff water containing any refuse, rubbish, dredge material, or debris therein.

The Contractor shall comply with the procedures outlined in the U.S. Environment Protection Agency manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation", and "Processes, Procedures and Methods to Control Pollution Resulting from All Construction Activity" and shall incorporate adequate measures to minimize delivery of sediment from the construction site to adjacent or downstream trees, lands, or water bodies.

4.0 CLEANING DURING CONSTRUCTION

At all times, maintain areas covered by the Contract and public properties free from accumulations of waste, debris, and rubbish caused by construction operations.

Excavated materials shall be removed from the site in a manner that will cause the least damage to adjacent lawns, grassed areas, trees, gardens, shrubbery, or fences regardless of whether these are on private property or on public rights-of-way.

Cleaning and disposal operations shall comply with local ordinances and anti-pollution laws. Do not burn or bury rubbish, debris, or waste materials on the project site or dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Disposal of waste, debris, and rubbish into streams or waterways is prohibited.

Appropriate containers for collection and disposal of waste materials, debris, and rubbish shall be provided by the Contractor.

5.0 NOISE AND DUST CONTROL

The Contractor shall so conduct all his operations that they will cause the least annoyance to the residents in the vicinity of the work, and shall comply with all applicable laws. Vehicles carrying rock, concrete, or other

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material shall be routed over such streets as will cause the least annoyance to the public and shall not be operated on public streets between the hours of 8 p.m. and 7 a.m. or on Sundays or legal holidays unless the Contractor obtains written permission from appropriate agencies within the municipality(ies) in which the work is to be conducted.

All unpaved streets, roads, detours, haul roads, or roads used in the construction area shall be given a dust preventive treatment or periodically watered to prevent dust. Applicable environmental regulations for dust preventions shall be strictly enforced.

6.0 PAYMENT

The work specified in this Section shall be considered incidental and the cost shall be included as part of the appropriate lump sum or unit prices stated in the Bid.

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SECTION 01016
PROTECTION OF PROPERTY

1.0 ACCIDENT REPORTS

If serious injury or damage occurs, the accident shall be reported immediately by telephone or messenger to the Engineer and to appropriate local authorities. In addition, the Contractor must promptly report in writing to the Engineer all accidents in connection with the work, giving full details, names and statements of witnesses.

If a claim is made by anyone against the Contractor or any subcontractor resulting from an accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim, including investigating and restitution.

2.0 COMPLAINTS

All complaints received by the Contractor shall be reported to the Engineer no later than the working day following receipt thereof. Such reports shall include the name, address, date, time received, date and type of action complained above, and a brief description of the alleged damages or other circumstances upon which the complaint is predicated. Each complaint shall be assigned a separate number, and all complaints shall be numbered consecutively in order of receipt. In the event more than one complaint is received from the same complainant, each later complaint shall show all previous complaint numbers registered by the same complainant. In addition, a summary report shall be made to the Engineer each month which shall indicate the date, time, and name of the person investigating the complaint and the amount of damages claimed (or estimated thereof), including the amount of settlement, if any. When settlement of a claim is made, the Engineer shall be furnished with a copy of the release of claim by the claimant. The Owner shall be notified immediately, throughout the statutory period of liability, of any formal claims or demands made by attorneys on behalf of claimants; of the serving of any notice, summons, subpoena, or other legal documents incidental to litigation; and for any out-of-court settlement or court verdicts resulting from litigation.

3.0 NOTICE OF WORK

At least 7 days prior to move in, the Contractor shall notify all public and private entities of his mobilization efforts in the following manner:

1. City of Bay St. Louis: a letter directed to the Mayor.
2. City of Waveland: a letter directed to the Mayor
3. Hancock County: a letter directed to the County Administrator.
4. Written notice provided to the local Sheriff Office, Fire Department, Postal Services, and Utilities serving the area.
5. General public: Notice published in the Sea Coast Echo and Sun Herald.
6. Local Municipalities (If affected)

The notifications shall include the commencement dates, a general description of the work required, and a person to contact with questions concerning the project. Copies of the notifications will be sent to the Engineer for review prior to publication.

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4.0 ACCESS FOR EMERGENCY, PUBLIC TRANSPORTATION, AND POSTAL VEHICLES

Notify the fire department, police department, and applicable public and school transportation companies at least 14 days before closing any street or portion thereof. No closing shall be made without appropriate concurrence of aforementioned departments. Notify said departments when the streets are again passable for emergency vehicles. Maintain vehicle access to consecutive arterial crossings or dead end streets, in excess of 300 linear feet, unless special written permission has been obtained from the fire and police departments.

The Contractor shall leave his night emergency telephone number or numbers with the fire and police departments, so that contact may be made easily at all times in case of barricade or flare trouble or other emergencies.

Maintain postal service facilities in accordance with the requirements of the U.S. Postal Service. Move mailboxes to temporary locations designated by the Postal Service and, at the completion of the work in each area, replace them in their original location and in a condition satisfactory to the U.S. Postal Service.

5.0 PROTECTION OF PROPERTY

The Contractor shall employ such means and methods as necessary of adequately protect all property against damage. In the event of damage to property, the Contractor shall, at his own expense, immediately restore the property to a condition at least equal to its original condition and to the satisfaction of the Engineer.

6.0 PRESERVATION AND RESTORATION

SITE RESTORATION AND CLEANUP

At all times during the work, keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free of rubbish or excess materials of any kind.

Stockpile excavated materials in a manner that will cause the least damage to adjacent lawns, grassed areas, gardens, shrubbery, or fences, regardless of whether their are on private property, or on state, county, or city rights-of-way. Remove all excavated materials from grassed and planted areas, and leave these surfaces in a condition equivalent to their original condition. Replace topsoiled areas where pipeline installations are outside of roadways. The Contractor shall rake and grade these areas to conform to their original contour and seed flat areas and sod areas with a slope greater than 2 to 1.

All existing drainage ditches and culverts shall be reopened and graded and natural drainage restored. Restore culverts broken or damaged to their original condition and location.

Upon completion of pipe laying backfilling operation, hand-rake and drag all former grassed and planted areas, leaving all disturbed areas free from rocks, gravel, clay, or any other foreign material and ready, in all respects, for seeding. The finished surface shall conform to the original surface, and shall be free draining and free from holes, ruts, rough spots, or other surface features detrimental to a seeded area.

The Contractor shall be responsible for erosion control for the entire project site throughout the construction term and shall take preventive measures for keeping erosion from occurring.

RESEEDING AND FERTILIZING

Originally seeded areas shall be fertilized and reseeded with first quality seed or planted with new sod as approved by the Owner. All ground preparation, reseeding, and sodding shall be done in accordance with the best accepted practices for lawn planting. The Contractor shall be responsible for obtaining a satisfactory grass turf acceptable to the Owner, or as otherwise shown on the drawings.

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7.0 TREE REMOVAL

No trees, except those specifically shown on the drawings to be removed, shall be removed without the express approval of the Engineer. Removed trees will be disposed of off the work site by the Contractor.

Where construction passes under the drip line of hardwood trees and 12" plus diameter pine, the Contractor shall protect the trees from damage during construction.

In general, the Contractor shall hand dig as required and shall not cut any root 4" and larger. Recompact soil after construction by hand, if necessary to protect the root system.

8.0 PRESERVATION OF DRAINAGE DITCHES

After backfilling of excavations, restore all drainage ditches destroyed, damaged, or otherwise modified during construction to a condition equivalent to the condition of the ditch before construction. Ditches so reconstructed shall be built in their original locations and cross-section or as otherwise shown on the drawings.

9.0 FINISHING OF SITE, BORROW AND STORAGE AREAS

Upon completion of the project, all areas used by the Contractor shall be properly cleared of all temporary structures, rubbish, and waste materials and properly graded to drain and blend in with the adjoining property. Areas used for the deposit of waste materials shall be finished to property drain and blend with the surrounding terrain.

10.0 STREET CLEANUP DURING CONSTRUCTION

Tracking or dropping of dirt or other materials from the site onto any public or private street shall be minimized. The Contractor shall clean all spilled dirt, gravel, or other foreign material caused by the construction operations from all streets and roads at the conclusion of each day's operation.

11.0 PAYMENT

The work specified in this section shall be considered incidental and the cost shall be included as part of the appropriate lump sum or unit prices stated in the Bid.

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SECTION 01300
SUBMITTALS DURING CONSTRUCTION

1.0 GENERAL

1.1 This section outlines in general the items that the Contractor must prepare or assemble for submitting during the progress of the work. There is no attempt herein to state all of the procedures and requirements for each submittal. The Contractor's attention is directed to the individual specification sections in these Contract Documents which may contain in detail additional and special submittal requirements. The Engineer reserves the right to direct and modify the procedures and requirements for submittals as necessary to accomplish the specified purpose of each submittal. Should the Contractor be in doubt as to the procedure, purpose, or extent of any submittal, he should direct his inquiry to the Engineer.

1.2 Submittals to the Engineer shall be addressed to:

Compton Engineering, Inc.
3036 Longfellow Drive
Bay St. Louis, MS 39520

1.3 For submittals required with this Bid, see Sections INSTRUCTIONS TO BIDDERS and SUPPLEMENTARY CONDITIONS.

2.0 ADMINISTRATIVE SUBMITTALS

2.1 The Contractor shall provide all of the submittals required by the Bidding Requirements, the GENERAL CONDITIONS, the SUPPLEMENTARY CONDITIONS, Division 1, GENERAL REQUIREMENTS, and as may be specifically required elsewhere in these Contract Documents.

2.2 The Contractor shall make required submittals promptly. Failure to comply with this requirement may result in the withholding of progress payments and make the Contractor liable for other prescribed action and sanctions.

2.3 The Contractor shall submit to the Engineer a copy of all correspondence relative to the Contract, transmitting notifications, reports and certifications. Costs for reproductions shall be considered incidental and included in the Contractor's Bid.

3.0 TECHNICAL SUBMITTALS

3.1 General

3.1.1 Requirements in this section are in addition to any specific requirements for submittals specified in other divisions and sections of these Contract Documents.

3.1.2 Data submitted shall have sufficient detail for determination of compliance with the Contract Documents.

3.1.3 Review of substitutions, schedules and lists of materials submitted or requested by the Contractor shall not add to the Contract amount, and any additional costs that may result therefrom shall be solely the obligation of the Contractor.

3.1.4 The Owner shall not be responsible for providing engineering or other services to protect the Contractor from additional costs accruing from such approvals.

3.1.5 The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.

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3.1.6 No equipment or material for which listings, drawings, or descriptive material are required shall be fabricated, purchased, or installed until the Engineer has on hand copies of such approved lists and the appropriately stamped final shop drawings.

3.1.7 Submittals will be acted upon by the Engineer as promptly as possible, and in all cases within 20 days of receipt and returned to the Contractor. Delays caused by the need for resubmittals shall not constitute reason for an extension of Contract time.

3.2 Samples and Specimens

3.2.1 Where required in the specifications, and as determined necessary by the Engineer, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Engineer, at the Contractor's expense, with information as to their sources, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

3.2.2 All samples and test specimens shall be submitted in ample time to enable the Engineer to make any tests or examinations necessary without delay to the work. The Contractor will be held responsible for any loss of time due to his neglect or failure to deliver the required samples and test specimens to the Engineer, as specified.

3.2.3 The Contractor shall submit additional samples and test specimens as required by the Engineer to assure equality with the original approved sample and/or determination of specification compliance.

3.2.4 The Contractor shall cooperate with the laboratory personnel and provide access to the work to be tested. The Contractor shall notify the laboratory sufficiently in advance of operations to allow scheduling of tests. The Contractor shall furnish labor and facilities to obtain and handle samples at the site and to store and cure test samples as required.

3.2.5 Any testing laboratory utilized by the Contractor shall be an independent laboratory acceptable to the Owner and the Engineer and complying with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories. The samples furnished and the cost of the laboratory services shall be at the expense of the Contractor.

3.2.6 Testing laboratories, whether provided by the Owner or the Contractor, shall promptly notify the Engineer and the Contractor of irregularities or deficiencies of work which are observed during performance of services. Laboratories shall submit two copies of all reports directly to the Engineer and two copies to the Contractor. The samples furnished and the cost for the laboratory services shall be at the expense of the Contractor.

3.2.7 Laboratory tests and examinations not required by the Contract Documents will be made at no cost to the Contractor, except that, if a sample of any material or equipment proposed for use by the Contractor fails to meet the specifications, the cost of testing subsequent samples shall be borne by the Contractor.

3.2.8 Sample items (fixtures, hardware, etc.) may be incorporated into the work upon acceptance of the items and when no longer needed by the Engineer for reference.

3.3 Shop Drawing and Submittal

3.3.1 The Contractor shall submit to the Engineer for his review, nine copies, including one reproducible copy of submittals larger than 11"x17" of shop drawings and catalog cuts for fabricated items and be accurate, distinct, and complete, and shall contain all required information, including satisfactory identification of items, units, and assemblies in relation to the applicable parts of these Contract Documents.

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3.3.2 Unless otherwise approved by the Engineer, shop drawings shall be submitted only by the Contractor, who shall indicate by a signed stamp on the shop drawings, or other acceptable means, that he (the Contractor) has checked and approved the shop drawings, and that the work shown is in accordance with the Contract Documents and has been checked for dimensions and relationship with other work. The practice of submitting incomplete or unchecked shop drawings for the Engineer to correct or finish will not be acceptable, and shop drawings which, in the opinion of the Engineer, indicate that they have not been checked by the Contractor will be returned to the Contractor for resubmission in the proper form.

3.3.3 When shop drawings have been reviewed, two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the shop drawings may be rejected and one set will be returned to the Contractor with such changes or corrections indicated, and the Contractor shall correct and resubmit the shop drawings in the same manner and quantity as specified for the original submittal, unless otherwise directed by the Engineer. If changes are made by the Contractor (in addition to those requested by the Engineer) on the resubmitted shop drawings, such changes shall be clearly explained by the Contractor in a transmittal letter accompanying the resubmitted shop drawings.

3.3.4 The review of shop drawings and catalog cuts by the Engineer will not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, and space requirements, or for deviations from the drawings or specifications, unless the Contractor has called attention to such deviations in writing by a letter accompanying the shop drawings and the Engineer approves the change or deviation in writing at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the shop drawings. When the Contractor does call such deviations to the attention of the Engineer, the Contractor shall state in his letter whether or not such deviations cause any deduction or extra cost adjustment.

3.3.5 The Contractor agrees that shop drawing submittals processed by the Engineer do not become Contract Documents and are not Change Orders; that the purpose of the shop drawing review is to establish a reporting procedure and is intended for the Contractor's convenience in organizing his work and to permit the Engineer to monitor the Contractor's progress.

3.4 Shop Drawing Requirements

3.4.1 Shop drawings referred to herein shall include shop drawings and other submittals for both shop and field fabricated items. The Contractor shall submit, as applicable, the following for all prefabricated or manufactured equipment, materials and systems:

3.5 General

3.5.1 Shop drawings or equipment drawings, including dimensions, size and location of connections to other work, and weight of equipment.

3.5.2 Catalog information and cuts.

3.5.3 Installation or placing drawings for reinforcing steel or miscellaneous metals.

3.5.4 Supporting calculations for equipment and associated supports, or hangers required or specified to be designed by equipment manufacturers or suppliers.

3.5.5 Suggested spare parts list with current price information.

3.5.6 List of special tools required for checking, testing, parts replacement, and maintenance. (Special tools are those which have been specially designed or adapted for use on parts of the equipment, and which are customarily and routinely carried by maintenance mechanics.)

3.5.7 List of special tools furnished with the equipment.

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3.5.8 List of materials and supplies required for the equipment prior to and during startup.

3.5.9 List of materials and supplies furnished with the equipment.

3.5.10 Samples of finish colors for selection.

3.5.11 Special handling instructions.

3.5.12 Requirements for storage and protection prior to installation.

3.5.13 Requirements for routine maintenance.

3.5.14 List of all requested exceptions to the Contract Documents.

3.5.15 The submittals shall include satisfactory identification of items, units, and assemblies in relation to the specification section number.

3.5.16 Should the Contractor propose any item on his shop drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, the Contractor shall, at his expense, replace the item with another item that will perform satisfactorily.

3.6 Record Drawings

3.6.1 The Contractor shall maintain two sets of full size prints on the jobsite, one set designated "Job Progress Drawings" and the second set designated "Record Drawings". The Contractor shall contemporaneously maintain both sets in a condition which reflects the current status of the construction work. Both sets shall be available to the Engineer for inspection and copying during the progress of the work. All markings shall be neatly performed with red pencil.

3.6.2 The Record Drawings will be marked up as required to show all deviations from the original contract drawings including changes resulting from minor field adjustments, field orders, and Contract modifications. Changes should be drawn after the construction work is completed and all new locations, dimensions, and elevations shall be shown. Where larger scale presentation is required, the Contractor shall prepare additional drawings and attach them to the appropriate prints.

3.6.3 Each month, or as otherwise agreed, the Contractor shall submit to the Engineer, a current listing and description of each deviation incorporated into the work since the preceding submittal.

3.6.4 Failure to submit the record drawing information shall be cause for withholding any partial payment due the Contractor.

3.6.5 The Job Progress Drawings shall be marked up to show all work complete in weekly intervals, and the week the work is performed shall be shown.

3.6.6 At the completion of the work but before Substantial Completion, both the Job Progress Drawings and Record Drawings sets of prints shall be submitted to the Engineer.

3.7 Operation and Maintenance (O&M) Manuals

3.7.1 The Engineer will submit to the Contractor a list of equipment items requiring O&M Manual submittal.

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3.7.2 The Contractor shall furnish one original and eight copies of a complete manual containing installation, operation, maintenance, and lubrication requirements for each component of mechanical and electrical equipment or system plus one reproducible copy of all submittals larger than 11"x17". The production quality shall be equivalent to offset printing. If offset printed (or equivalent) materials are not available, photocopying from original documents using a properly adjusted plain paper copier will be accepted. However, photocopies of materials containing photographs will not be accepted. It is understood that the Owner has the right to produce additional copies for his own use. All equipment manufacturers and/or suppliers shall be made award of these requirements and all associated costs shall be included in the costs for furnishing the equipment or system.

3.7.3 Two copies of a preliminary O&M Manual shall be submitted to the Engineer for review within 30 days following receipt of the initial shop drawing submittal containing the Engineer's review comments. The final copies of the O&M Manual shall be submitted to the Engineer at the time the equipment is delivered to the jobsite. No partial payments (or additional partial payments, where payments were made for undelivered specially manufactured equipment) will be made to the Contractor for equipment delivered or stored until acceptable final O&M Manuals for that equipment are received. Failure to comply with this section shall allow the Owner to withhold all partial payments to the Contractor in excess of 75 percent of the contract amount until the O&M Manuals due under this section has been reviewed and accepted. In addition, for the purpose of the definition of "Substantial Completion" contained in the General Conditions, Substantial Completion on the whole or any portion of the work does not exist until the required O&M Manuals have been accepted by the Engineer.

3.7.4 Each O&M Manual shall include, but not be limited to, the following:

3.7.5 Diagrams and illustrations

3.7.6 Detailed description of the function of each principal component of the system

3.7.7 Performance and nameplate data

3.7.8 Installation instructions

3.7.9 Procedure for starting

3.7.10 Proper adjustment

3.7.11 Test procedures

3.7.12 Operating procedures

3.7.13 Shutdown instructions

3.7.14 Emergency operating instructions and troubleshooting guide

3.7.15 Safety precautions

3.7.16 Bill of material/parts list

3.7.17 Maintenance and overhaul instructions shall include detailed assembly drawings with part numbers, parts list, instructions for ordering spare parts, and complete preventive maintenance instructions required to assure satisfactory performance and longevity of the equipment.

3.7.18 Lubrication instructions shall list points to be greased or oiled; shall recommend type, grade and temperature range of lubricants; and shall recommend frequency of lubrication.

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3.7.19 The O&M Manual submittal shall be preceded by an Equipment Data Form, completely filled out (see following section), bound with a binder clip and placed in an expansion type manila file pocket. Each file pocket shall be clearly labeled with the equipment description and tag number. The file pockets shall be submitted to the Engineer in similarly labeled expanding wallets with ties.

3.7.20 Whenever possible, material shall be 8-1/2 inches by 11 inches or 11 inches by 17 inches Z-folded to 8-1/2 inches by 11-inches. If necessary, materials larger than 11 inches by 17 inches may be provided. They shall be folded to approximately 8-1/2 inches by 11 inches so that the title block is clearly visible without unfolding.

3.7.21 All material shall be tailored to the specific function that the equipment serves in the facility. If material covers more than one product type or includes equipment information not relevant to the project, the applicable information for the equipment supplied shall be clearly indicated by highlighting the information using a yellow felt tip marked manufactured for that purpose.

3.7.22 Highlighting that obliterates the information when photocopied is not acceptable. The relevant information shall also be indicated by an arrow located in the margin. If catalog cuts are included in the submittal, the catalog name and number, and the company name, address and telephone number shall be provided on the catalog cut or typewritten on a separate sheet of paper.

3.8 Equipment Data Forms

3.8.1 As part of the O&M Manual submittal, the Contractor shall provide an Equipment Data Form completely filled out for each equipment item. Sample equipment data forms will be found at the end of this section. The equipment data shall be typewritten on printed forms available from the Engineer and submitted with the O&M Manual for review by the Engineer. The manufacturer's standard form, or photocopies of the sample form, will not be acceptable as a substitute for the printed forms.

3.8.2 The term "Maintenance Operation" as used in the equipment data forms shall be understood to mean any routine operation required to assure the satisfactory performance and longevity of the equipment. Examples of typical Maintenance Operations are lubrication and routine adjustments. The maintenance summary portion make take as many pages as required. However, the order and format shown must be adhered to. Only 8-1/2 inch by 11 inch paper will be accepted. The maintenance operations and their frequencies must be typed on the forms.

3.8.3 In completing the recommended spare parts list, the data provided in the "part number" and "description" columns shall be consistent with the terminology used in the equipment manufacturer's Bill of Material/Parts List provided with the O&M Manuals. Spare parts provided by this Contract must be identified by placing two asterisks after the part number.

3.9 Samples and Test Specimens

3.9.1 Where required in the specifications, and as determined necessary by the Engineer, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Engineer, at the Contractor's expense, with information as to their sources, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

3.9.2 All samples and test specimens shall be submitted in ample time to enable the Engineer to make any tests or examinations necessary without delay to the work. The Contractor will be held responsible for any loss of time due to his neglect or failure to deliver the required samples and test specimens to the Engineer, as specified.

3.9.3 The Contractor shall submit additional samples and test specimens as required by the Engineer to assure equality with the original approved sample and/or determination of specification compliance.

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3.9.4 The Contractor shall cooperate with the laboratory personnel and provide access to the work to be tested. The Contractor shall notify the laboratory sufficiently in advance of operations to allow scheduling of tests. The Contractor shall furnish labor and facilities to obtain and handle samples at the site and to store and cure test samples as required.

3.9.5 Any testing laboratory utilized by the Contractor shall be an independent laboratory acceptable to the Owner and the Engineer and complying with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories. The samples furnished and the cost of the laboratory services shall be at the expense of the Contractor.

3.9.6 Testing laboratories, whether provided by the Owner or the Contractor, shall promptly notify the Engineer and the Contractor of irregularities or deficiencies of work which are observed during performance of services. Laboratories shall submit two copies of all reports directly to the Engineer and two copies to the Contractor. The samples furnished and the cost for the laboratory services shall be at the expense of the Contractor.

3.9.7 Laboratory tests and examinations not required by the Contract Documents will be made at no cost to the Contractor, except that, if a sample of any material or equipment proposed for use by the Contractor fails to meet the specifications, the cost of testing subsequent samples shall be borne by the Contractor.

3.9.8 Sample items (fixtures, hardware, etc.) may be incorporated into the work upon acceptance of the items and when no longer needed by the Engineer for reference.

3.10 Certificates of Compliance

3.10.1 A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any materials specified for the work. The Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and state that the materials comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the Certificate.

3.10.2 All material used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work that conforms to the requirements of the Contract Documents and any such material not conforming to the requirements will be subject to rejection whether in place or not.

3.10.3 The Engineer reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.

4.0 PAYMENT

4.1 No separate payment shall be made for work under this section. Payment for work in this section shall be included in the lump sum bid price.

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SECTION 01310
PROJECT MANAGEMENT & COORDINATION

1.0 OPERATION OF EXISTING SYSTEM PROHIBITED

1.1 At no time undertake to close off any lines or open valves or take any other action which would affect the operation of the existing system, except as specifically required by the drawings and specifications and after approval is granted by the Owner. Request approval two working days in advance of the time that interruption of the existing system is required.

2.0 PROGRESS OF THE WORK

2.1 General

2.1.1 The work shall be performed at such times and in or on such parts of the project and with such forces, materials and equipment to prevent any delay to the completion of the project within the time limits stated in the Contract and in conformance with the Overall Construction Schedule specified herein.

2.1.2 The Contractor may, with written permission of the Owner and acquisition of all necessary permits and at his expense, work, outside regular hours of 7 a.m. and 8 p.m. He shall submit a written request to the Engineer and allow 7 days for satisfactory arrangements to be made for inspecting the work in progress. The Contractor shall comply with all applicable requirements of the Owner.

3.0 OVERALL CONSTRUCTION SCHEDULE (FOR DISASTER RELATED WORK)

3.1 General

A. The Contractor shall prepare and submit to the Engineer within 2 days after the Notice to Proceed and before starting construction, his Overall Construction Schedule (Overall Schedule). The Overall Schedule shall be comprised of preparatory and construction to operations covering all work to be done in connection with the Contract each month.

B. The original of the Overall Schedule shall be drawn on 22 inch by 34 inch reproducible media. The Overall Schedule shall be in the form of a time-scaled bar chart showing bid items and other activities identified herein. Each activity shall be labeled with a complete description and the estimated duration in days. The Contractor shall sign and provide the Engineer for his review and/or rejection as appropriate, three copies of the initial and each revision of the Overall Schedule.

C. Whenever under any Contract Documents, the Engineer is given the right of review or rejection of Contractor's schedules or changes thereto, such right is for the benefit of or service to the Contractor. Comments made by the Engineer on the schedule, or lack of such comments, or rejection or non-rejection of the Contractor's schedule does not relieve the Contractor from compliance with requirements of the Contract Documents, nor do they create any responsibility or duty for scheduling owed from the Owner, or the Engineer to the Contractor. This review, whether accompanied by comments, rejection, or neither, is only for general conformance with the schedule concept of the project and general compliance with the information given in the Contract Documents.

D. Failure to submit the Overall Schedule or subsequent updates of the schedule shall be considered cause for withholding any partial payments due or that may be become due under the Contract in accordance with the General Conditions.

3.2 Activities

An activity is defined as a time and/or resource consuming element of work. The activities selected for inclusion in the Overall Schedule shall be discrete. When necessary, discrete activities shall be subdivided into smaller, discrete activities so that the dependency relationships may be shown. The level of detail shall be sufficiently fine to enable

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the Engineer to determine that the project has been adequately planned and to facilitate the determination of real progress as the work is prosecuted. Activity durations exclusion of those for "Submittal Preparation by the Contractor", "Review by the Engineer" and "Material Fabrication and Delivery" shall not be less than one or more than 21 days, unless otherwise approved by the Engineer. Allowance for inclement weather shall be factored into each activity where appropriate. The days and number of shifts necessary to accomplish each work activity shall be shown with each work activity.

The Overall Schedule shall indicate the description, duration and sequence of work activities. It shall include, but not be limited to, the following items as appropriate to this Contract:

1. Mobilization and move in.

2. Equipment Schedules.

   a. Order.
   b. Delivery.
   c. Installation.

3. Site cleared and disposal.

4. Raking and Screening.

5. Repairs if any (per bid schedule).

6. Substantial completion and final completion dates.

7. Final cleanup and demobilization.

The Contractor shall prepare Progress Quantity Chart. The chart shall match the Overall Schedule in time. The chart shall show the average feet per day for each major condition expected and the cumulative feet of progress to date throughout the construction. Average rates and cumulative curves shall be shown on each chart for initial projected progress, actual progress and revised projected progress.

3.3 Contingency

Any contingency within the schedule, i.e, a difference in time between the project's early completion and required contract completion date and float in the Overall Schedule, will belong to the project and not to any of the parties of the Contract.

3.4 Float

The Contractor shall not be permitted to sequester shared float through such strategies as extending duration estimates to consume available float time or extensive crew/resource sequencing, etc.

3.5 Progress Review Meeting

A. At least once each week on a date established by the Engineer, a meeting will be held at which time the schedule and work will be reviewed. The meeting shall be attended by the Contractor's project manager and superintendent and those major subcontractors as determined by the Engineer to be necessary at the time.

B. Prior to the meeting, the Contractor shall obtain information to update the Overall Schedule to reflect progress to date. The updated schedule shall be available at the meeting for review. To update the Overall Schedule, the Contractor shall:

Enter actual start and completion dates, days, number of shifts used for those activities started and/or completed during the previous reporting period.

For activities in progress, indicate the percentage complete to date. Review and revise as necessary the remaining

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duration of the work from the update to the estimated completion date.

For activities not yet started, review and revise as necessary the durations and estimated start and completion dates.

Add authorized Change Orders.

Update status information shall be annotated on the Overall Schedule in a manner that the Overall Schedule shall graphically depict the current status of the work.

C. The monthly submittal to the Engineer shall be accompanied by a Narrative Report. The Narrative Report shall be brief and include the information described in the Narrative Report Outline bound at the end of this section.

If at any time during the project, the Contractor fails to complete any activity by its latest completion date, he will be required, within 3 days, to submit to the Engineer a written statement as to how and when he plans to reorganize his work force to return to the current Overall Schedule.

Whenever it become apparent from the current weekly progress evaluation and updated schedule data that the Contract completion date will not be met, the Contractor shall take some or all of the following actions:

1. Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of work.

2. Increase the number of working hours per shift, shifts per work day, work days per week, or the amount of construction equipment or any combination of the foregoing sufficient to substantially eliminate the backlog of work.

3. Reschedule work items to achieve concurrency of accomplishment.

The addition of equipment or construction forces, increasing the working hours or any other method, manner or procedure to return to the current Overall Schedule shall not be considered justification for a Change Order or treated as an acceleration order.

3.6 Cash Flow

With the initial Overall Schedule submittal and each monthly update, the Contractor shall also submit a cash flow summary. The cash flow summary shall be based on the submitted Overall Schedule and equal in total the Contractors bid plus approved Change Orders. Excepted payment requests for each month shall be included, as well as the cumulative payment requests to date for each month of the project. The net month payment request and cumulative payment requests to date shall also be shown after deducting retainage. The Contractor, at the preconstruction conference, shall explain in detail the procedure to be used to develop the cash flow summary. This procedure is subject to the review of the Engineer. Failure to submit an acceptable cash flow summary shall be considered cause for withholding any partial payments due or that may become due under the Contract.

4.0 PRECONSTRUCTION CONFERENCE

4.1 Before beginning the work and after the Contract has been awarded, the Engineer will conduct a Preconstruction Conference to discuss construction schedules and procedures, Contractor's use of the site, Contractor's use of existing facilities, Owner's regulations, and other matters deemed relevant to the effective performance of the work.

4.2 The conference will be attended by:

* Contractor's Office Representative.
* Contractor's General Superintendent.
* Any subcontractor's or supplier's representative whom the Contractor may desire to invite or the Engineer may request.
* The Owner's Representatives.
* EDA's Representative.

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5.0 PAYMENT

5.1 No separate payment shall be made for work under this section. Payment for work in this section shall be included in the lump sum or unit price work to which is subsidiary.

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SECTION 01311
SCHEDULE AND SEQUENCE OF OPERATIONS

1.0 MAINTENANCE PRECONSTRUCTION CONFERENCE

1.1 Before beginning the work and after the Contract has been awarded, the Engineer will conduct a Pre-maintenance Conference to discuss construction schedules and procedures, Contractor's use of the site, Contractor's use of existing facilities, Owner's regulations, and other matters deemed relevant to the work to be performed. The Contractor will also supply a plan for the disaster work including proposed local subcontractors, disposal areas and sand quarries to be used for the recovery.

The conference will be attended by:

*Contractor's Office Representative
*Contractor's General Superintendent
*Any subcontractor's or supplier's representative whom the Contractor may desire to invite, or the Engineer may request the Owner's Representatives
*County debris monitor (if available)

1.2 Immediately following a named storm event a pre-response conference will be conducted to evaluate and establish disaster related work to be performed.

2.0 OVERALL CONSTRUCTION SCHEDULE

2.1 General

A. The Contractor shall prepare and submit to the Engineer within 2 days after the Notice to Proceed and before starting work, his Overall Schedule (Overall Schedule). The Overall Schedule shall be comprised of preparatory to operations covering all work to be done in connection with the Contract including equipment delivery, etc.

B. The original of the Overall Schedule shall be drawn on 11 inch by 17 inch reproducible media. The Overall Schedule shall be in the form of a time-scaled bar chart showing scope items and other activities identified herein. Each activity shall be labeled with a complete description and the estimated duration in days. The Contractor shall sign and provide the Engineer for his review and/or rejection as appropriate, three copies of the initial and each revision of the Overall Schedule.

C. Whenever under any Contract Documents, the Engineer is given the right of review or rejection of Contractor's schedules or changes thereto, such right is for the benefit of or service to the Contractor. Comments made by the Engineer on the schedule, or lack of such comments, or rejection or non-rejection of the Contractor's schedule does not relieve the Contractor from compliance with requirements of the Contract Documents, nor do they create any responsibility or duty for scheduling owed from the Owner, or the Engineer to the Contractor. This review, whether accompanied by comments, rejection, or neither, is only for general conformance with the schedule concept of the project and general compliance with the information given in the Contract Documents. Failure to submit the Overall Schedule or subsequent updates of the schedule shall be considered cause for withholding any partial payments due or that may be become due under the Contract in accordance with the General Conditions.

3.0 PAYMENT

The work in this Section will be considered incidental to construction. Payment will be included in the applicable lump sum or unit prices for the items to which they are subsidiary.

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SECTION 01330
CONSTRUCTION SURVEY

1.0 DESCRIPTION

This work consists of furnishing labor and equipment required for the proper prosecution of the work under contract.

2.0 CONSTRUCTION REQUIREMENTS

The Owner will establish, one time only, reference points and bench marks and shall assume responsibility for the accuracy thereof. These shall constitute the field control by which the Contractor shall establish and maintain all necessary controls for the proper layout and performance of the work. The Contractor will be required to make all calculations involved and to furnish and place all layout stakes.

The Contractor shall provide field forces and equipment, and shall determine and provide all additional grade controls and staking operations necessary to secure a correct layout and construction of the work. All minor variations in layout and grade required to meet field conditions shall be worked out with the Engineer and will not be considered a justification for adjusting the contract price.

The Contractor will be responsible for establishing all lines, grades, elevations, and dimensions called for on the plans. All grades, layout data and volume computed by the Contractor shall be in an electronic format for Autocad 2014. All field information shall be furnished to the Engineer before field work is started. All final data shall be furnished to the Engineer on or before completion of the work for the Owner's permanent file. The Contractor shall also furnish personnel to assist the Engineer in taking notes to determine proper tolerances. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it will not relieve the Contractor of the responsibility to secure the proper dimensions, grades, and elevations of the several parts of the work.

The Contractor shall exercise care in the preservation of stakes and bench marks and shall reset them when any are damaged, lost, displaced or removed. The Contractor shall use competent personnel and suitable equipment for the layout work required and shall provide that it be performed under the supervision of, or directed by, a Registered Professional Engineer or Registered Land Surveyor who is duly registered and entitled to practice as a Professional Engineer or Professional Land Surveyor in the State of Mississippi. The Contractor shall not engage the services of any person in the employ of the Owner for the performance of any of the work covered by this Section.

All cross sections required for determining monthly and final pay quantities will be submitted to the Engineer plotted with final calculations shown on the final cross sections, etc. and printed summary.

Any inspection, checking and acceptance thereof by the Engineer of work for which the Contractor is responsible will not relieve the Contractor of responsibility to secure the correct dimensions, grades and elevations of the work.

3.0 METHOD OF MEASUREMENT

4.0 CONSTRUCTION STAKES

5.0 BASIS OF PAYMENT

Cost of work in this section will be absorbed in other unit bid items. No additional payments will be made for work performed in accordance with this specification.

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SECTION 01500
TEMPORARY FACILITIES AND UTILITIES

1.0 LAYOUT OF TEMPORARY FACILITIES

1.1 The Contractor shall make his own arrangements for storage of materials and equipment in location near to the site and shall submit to the Engineer for review.

2.0 STORAGE YARDS

2.1 The Contractor shall provide temporary storage yards for the storage of materials that are not subject to damage by weather conditions and in a manner that allows ready access for use.

3.0 SANITARY FACILITIES

3.1 The Contractor shall provide and maintain toilets and other sanitary facilities for his employees and his subcontractor's employees that will comply with the regulations of the State and local health departments.

4.0 WATER FOR MAINTENANCE WORK

4.1 Water is not available on site. The Contractor shall be responsible for securing water for use.

5.0 ELECTRICAL POWER FOR MAINTENANCE WORK

5.1 No electrical power is available at the site. The contractor shall make arrangements to obtain electrical power for use.

6.0 SAFETY REQUIREMENTS FOR ELECTRICAL POWER FOR USE

6.1 Temporary electric power installation shall meet the construction safety requirements of federal (OSHA), state, and other governing agencies.

7.0 PAYMENT

The work in the Section will be considered incidental to construction. Payment will be included in the applicable lump sum or unit prices for the items to which they are subsidiary.

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SECTION 02220-1

BEACH MAINTENACE, BEACH CLEANING AND SURFACE (6" DEEP) SAND SCREENING (MAINTENANCE)

1.0 GENERAL

1.1 The work shall consist of the clean-up and sand screening as defined herein within the boundaries of the Hancock County Sand Beach. Generally, the work in this section will include:

BEACH MAINTENANCE TASKS (Area of maintenance includes beach area from southern right of way of Hwy 90 to southern limit of beach at Bayou Caddy, including areas of non paved road shoulders within right of way and right of way between seawall and private parcels. Note this includes public parcels between newly constructed seawall and private parcels).

1. Construction and Installation of 100solid waste receptacles initially installed, with up to an additional 20 over the course of the year at the owner's direction, and frames, and servicing as needed. (Hancock County responsible for disposal fees). As needed is defined as emptying receptacle liners within 12 hours of filling or minimum of once per two (2) days whichever is more frequent (including weekends and holidays). Cans and frames shall be kept serviceable at all times. Garbage can container frames will be constructed of treated lumber and stainless-steel frames and fasteners.
2. Hand picking bulk debris left from visitors on the beach and flotsam coming ashore to be performed every 2 days at a minimum (including weekends). (Hancock County responsible for disposal fees) (Subject to permit restraints).
3. Repair and Maintenance of Fence. (Hancock County responsible for purchase of repair material with a Purchase Order). Fences shall be intact at all times. Contractor shall make needed repairs within 72 hours of damage.
4. Sweeping of sidewalk and pedestrian path **daily.** Sweeping of entire path shall be performed at minimum once every day, including weekends, year-round. Contractor shall keep movement of heavy equipment across sidewalk to a minimum. Sweeping shall remove all sand across entire width of path (including against curb). Sand shall be redistributed along shoreline and run through surface rake/screener.
5. Grading of the beach. Grading of entire beach shall be performed every month and up to 5 additional times upon county request. Grading shall maintain beach profiles included in permit as closely as practical.
6. Power/surface raking. Power surface raking with Beach Tech 2800 or 2000 daily with entire beach completed every week. Contractor shall dispose of all collected debris. Stockpiles of debris shall not remain in place for a period of more than 24 hours. (Daily surface raking may utilize ¾" screen).
7. Surface screening. Surface screening to depth of 6" will be done twice per year, including wet zone with the entire beach completed each time within 4 weeks. Contractor shall dispose of all collected debris. Stockpiles of debris shall not remain in place for a period of more than 24 hours. Surface screening shall be performed with Beach Tech Model 2000 or 2800 with 3/8" screen at slowest operating speed ≤3 mph.
8. Manpower will be increased by 200% for special events and holidays for faster response of above services up to 12 events per year.
   Debris in water will be removed upon its notice. (cost absorbed)
9. Right of Way opposite beach will also be maintained by contractor including grading, mowing, and edging. Mowing shall be at least once every 2 weeks from March until October and once every 4 weeks between November until February. Grading will be performed by the contractor as requested by the county up to 15 times per year. Contractor responsible for sand build up removal and disposal. Shoulder grade shall be kept approximately same elevation as road.
10. Debris in marsh will be removed as needed. (cost absorbed)
11. All employees will be uniformed in clothing labeled Beach Maintenance and all equipment will be marked with contractor's logo and "Beach Maintenance".

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12. Beach Maintenance does not include cleanup after named Tropical Storms or Hurricanes. (County will assess situation after storm has passed). Clean up after all other storm events is included under beach maintenance scope of work.
13. Minimum equipment and employees required under this Contract for daily beach maintenance. (All employees and equipment to be properly marked with contractor logo and Beach Maintenance)

1. 3 x Full Time Trained Employees
2. 1 x 60-100 hp John Deere Tractor (or equivalent)
3. 1 x 200-250 hp John Deere Tractor (or equivalent)
4. 1 x Beach Tech 2800 with 3/4" & 3/8" screen or Beach Tech 2000
5. 1 x Pull Rake Implement (1/2" spacing)
6. 1 x 4 x 4 Pickup
7. 1 x Dump trailer with off-road tires
8. 1 x ATV/UTV
9. 1 x Reynolds LSE 14' Scraper
10. Motor Grader
11. Bulldozer
12. Track Hoe
13. 4-6' Bush Hog
14. Zero Turn Mower
15. Front End Loader

* All equipment shall be available daily. Equipment for daily maintenance shall be accessible daily except in case of severe weather. Additional equipment to be provided as necessary for disaster recovery items.

14. Contractor will be required to provide a weekly report with daily activity reports attached and signed off by the resident project representative. These reports will be attached to each pay application. If reports are not attached payment will be withheld. If any work items are not performed during the course of each month or personnel levels are below the minimum required, monthly pay app will be subject to reduction or denial. Contractor shall also submit certified employee time sheets for each month. If time sheets are not submitted payment is subject to being withheld.
15. Reclamation of nearshore sand will be by mechanical means. Placement of sand includes grading and dressing. Placement shall include transport of sand up to 1500 lf along shoreline from area of retrieval. Contractor shall provide survey prior to and after completion of renourishment areas for establishment of quantities.
16. Maintenance of planting along beach including fertilization twice per year and replacement of plants as required up to 1000 plants per year. Plants to be provided by Contractor.
17. Clean outfalls completely once every month and up to 12 additional times upon request.
18. No tracked equipment on paved services without proper matting.
19. Herbicide treatment of invasive weeds 6 times per year as directed by the Engineer.
20. Nearshore sand retrieval/sand relocation.
21. Sweeping of road a minimum once every 4 weeks and up to 10 additional times at county request. Sand to be redistributed along shoreline in consistent locations and run through surface screener.

DISASTER RECOVERY TASKS

1. Removal and disposal of dead wildlife (including but not limited to rats, snakes, hogs, deer, etc. on beach and road corridor)
2. Mechanically picking and loading bulk debris left from tropical storms or hurricanes
3. Repair and replace damaged silt fence. Replace dune vegetation.
4. Retrieval of sand from pedestrian pathway and roadway. No tracked equipment on paved surfaces without proper matting.
5. Retrieval of sand from outfalls and other drainage structures.
6. Complete power surface raking and removal of collected debris utilizing barber surface rake or equal.
7. Complete deep screening of beach and removal of sifted debris, per specs, after sand grading and dressing per storm or as required utilizing beach tech 2800 or equal.

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8. Repair beach boulevard shoulders up to right of way. Includes fill, grading and establishing vegetation.
9. Repairing pedestrian pathway.
10. All employees will be uniformed in clothing labeled "Disaster Recovery" and all equipment will be marked with contractor or sub contractor's logo and "Disaster Recovery".
11. All debris collection shall be performed utilizing grapple equipment. No debris is to be pushed or dragged outside the footprint of the debris field as designated by the owner/engineer. No bladed equipment is to be used in debris movement or transport.
12. Disposal site and all fees for debris under disaster recovery shall be responsibility of and selected by contractor.

****NOTE: **Bulky Waste to King Landfill and Garbage/Food Product Waste to Pecan Grove for Maintenance**

****NOTE: **Disposal Site and all fees for debris under disaster recovery shall be responsibility of and selected by contractor.**

SCOPE OF WORK

1.1.1 Mechanical screening of entire sand beach to 3/8" square screens to a depth of SIX(6) inches from the east right-of-way of Beach Road to the water's edge (-1.0 msl). Sand shall not be screened by transport to a fixed location screen. In place sand shall be picked up, screened and re-deposited in same location by Beach Tech 2800 with 3/8" screen. Surface screening shall occur twice with entire beach completed in 4 weeks. Sand shall not be excavated or trucked for screening. Screening shall be performed with Beach Tech 2800 at slowest operating speed ≤ 3 mph.

2.0 MATERIALS

2.1 Not required

3.0 WORKMANSHIP

3.1 The successful bidder shall be fully responsible for debris pick-up, and transportation of debris to debris disposal site.

3.2 Contractor shall pay for and provide, including taxes and all other applicable fees, all necessary materials and furnish proper superintendents, labor, tools, equipment and transportation. Contractor shall perform all work required for the maintenance, removal of debris, and screening of sand areas as defined herein in strict accordance with the Contract.

3.3 All equipment and vehicles utilized shall meet all requirements of Federal, State and local regulations including DOT and MDOT safety regulations. Subject to the approval of the County.

3.4 Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property and public infrastructure.

3.5 All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

3.6 Contractor shall be responsible for any damages and all liability to both public and private property in the performance of his duties under the Contract, and shall report such damages to the Engineer as soon as possible.

3.7 Contractor shall be fully responsible for disposal and transportation to county contracted disposal sites.

3.8 Contractor represents that he is familiar with all Federal, State, and local ordinances, laws, rules, and regulations and that he will fully comply therewith during pickup, transportation and disposal.

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3.9 Contractor must operate seven (7) days a week during all daylight hours or as otherwise directed by the County. Maintenance shall be restricted between the hours from dawn until dusk.

3.10 Contractor will make every effort to utilize and employ local sub-contractors, equipment rental supplies and other locally available resources.

3.11 Contractor will comply with Equal Opportunity Employer laws including all Federal, State and local laws, rules, ordinances and regulations regarding non-discriminatory hiring.

3.12 There shall be no debris staging areas, or debris transfers within the County.

3.13 No vehicles or equipment shall be located on public property or public rights-of-way of the County unless actively engaged in maintenance contract.

3.14 Contractor shall be responsible for the conduct and action of all his employees and his sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous behavior to the public.

3.15 Contractor shall not make any attempts to charge any resident, business or institution for work performed under the Scope of Work, nor shall Contractor, employees, or sub-contractors accept any additional monies from any resident, business or institution for work performed under the Scope of Work.

3.16 Contractor shall operate in accordance with all Mississippi Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris on a roadway. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet Federal, State and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required to perform the essential work described in this Scope of Services. All traffic control devices and installation thereof shall be in accordance with the minimum standards set forth in the MUTCD (current edition) as referenced in the Supplemental General Conditions. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.

3.17 Contractor will coordinate with County to preserve any grassed dune areas.

3.18 Contractor shall be responsible with compliance of any sub-contracting parties with the agreed upon contract conditions, and with any applicable Local, State or Federal regulations.

3.19 Contractor shall be prepared to initiate contracted services no later than seventy-two (72) hours after issuance of Notice to Proceed from the Engineer.

3.20 The Contract shall be initiated upon and terminated upon notice given by the County.

3.21 County shall provide monitoring and inspections as necessary to determine contract performance, which may include, but not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours.

3.22 Any environmental samples, analyses or remediation actions required as a result of Contractor's equipment, operations or, activities shall be the full responsibility of the Contractor.

3.23 The County does not guarantee the successful bidder to any amount of work.

3.24 County reserves the right to amend these specifications.

3.25 County may award other contracts.

3.26 All depressions and ruts caused by debris removal or equipment shall be filled and/or properly graded.

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4.0 DOCUMENTATION

4.1 Contractor, within ten (10) business days of award of bid, shall provide proof of worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

4.2 Contractor, within ten (10) business days of award of bid, shall submit proof of general liability insurance which shall remain in full force and effect throughout the term of the Contract in an amount indicated in the General and Supplementary Conditions. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, or by subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

4.3 Contractor shall supply quantities of the disposal to the owner monthly.

4.4 Both County and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone and/or pager) who shall be the contact person throughout the term of this Contract as agent of the County and Contractor, respectively. County and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

4.5 All insurance or bonds required under the terms of the contract shall be issued by a company licensed to do business in the state of Mississippi.

4.6 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Side boards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, are to be constructed in a manner to withstand severe operating conditions. The side boards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All trucks must be mechanically loaded. All extensions are subject to acceptance or rejection by the County. All equipment will be inspected by the Contractor prior to use by using any applicable County forms. The forms, if any, will be provided by the County after completion.

4.7 Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion or form, for the duration of the Contract unless approved in writing by the County.

5.0 METHOD OF PAYMENT

5.1 Progress payments will be made on a monthly basis for work completed. Payment will be made at the Contract unit prices per month and per cubic yard. Prices shall constitute full compensation for furnishing all material, labor, supervision, tools, equipment, maintenance, and incidentals to performing all work in accordance with the Specifications.

Payments may be adjusted or withheld for any maintenance items not being completed or any failure to comply with equipment and personnel requirements.

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SECTION 02220-2
NEARSHORE SAND RETRIEVAL

1.0 GENERAL

1.1 The primary purpose of this Section is to maintain the public beach profiles in Hancock County.

1.2 This item consists of furnishing materials, labor, equipment, supervision, and incidentals, and the satisfactory accomplishment of all work for retrieval and placing material in accordance with the county permits. The Contractor shall utilize the retrieved sand site for proposed typical sections indicated in the specifications.

2.0 MATERIAL

2.1 See SECTION 02220-6

3.0 WORKMANSHIP

3.1 SERVICES: Soil Borings to determine the character of materials to be removed have not been made.

3.1.1 NEARSHORE SAND RETRIEVAL: Retrieve sand from defined areas in accordance with permit and typical sections, excavation shall be Mechanical Methods in accordance with good workmanship and in strict compliance with the restrictions and requirements of the permit granted by the U.S. Army Corps of Engineers.

3.1.2 Retrieval shall be accomplished utilizing mechanical earth moving equipment. Digging equipment such as trackhoe or wheeled excavators shall not be used to excavate sand retrieval areas to grade. Transport or placement of sand shall be by mechanical means. Sand retrieval shall include transport of sand up to 1500' lf along Shoreline from area of retrieval.

3.1.3 Over-depth and Side Slopes:

3.1.3.1 Over-depth: To cover inaccuracies of the retrieval process. Material removed from within the specified area to be dredged of not more than 6 inches below the required depth will be estimated and paid for at full Contract unit price.

3.1.3.2 Slopes: Final slopes are to be as indicated in typical sections. Material actually removed within the limits approved by the Engineer but not in excess of the amount originally lying above these limiting side slopes will be estimated and paid for whether dredged in original position or after having fallen into the cut. In computing the limiting amount of side slope dredging, net dimensions will be used without allowance for over-depth. Material taken from beyond the limits as extended will be deducted from the total amount dredge as excessive over-depth dredging, or excessive side slope dredging and will not be paid for.

4.0 MEASUREMENT AND PAYMENT:

4.1 Material to be paid for is the number of cubic yards removed from and placed in the areas indicated, in accordance with the requirements of these specifications. The net quantity of material shall be determined by survey performed by the Contractor per section 01330 and verified by the Engineer as soon as practical after completion of the work.

4.2 Payment for accepted retrieval will be made at the Contract Unit Price per cubic yard, which price shall constitute full compensation for furnishing all material, labor, supervision, tools, equipment and incidentals and performing all nearshore retrieval and replacement work in accordance with the Specifications.

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SECTION 02220-4
BEACH STORM DEBRIS CLEAN-UP

1.0 GENERAL

1.1 The primary purpose of this Section is to maintain the public health, safety, and well-being of the community during the response to an emergency situation, as well as to restore the public areas of the County to a normal condition in the shortest time period possible. Each bidder must understand and agree that debris removal in the most expeditious manner possible is of the utmost importance and the successful bidder will make every effort to complete all requirements of the awarded contract in the shortest time possible.

The work shall consist of the clean-up and removal of storm debris as defined herein within the boundaries of the Hancock County Sand Beach and Pedestrian Path from seawall to waters edge. Generally, the work in this section will include:

SCOPE OF WORK

1.1.1 Removal of all debris, sand and injurious material in the area between the western edge of Beach Road right-of-way to the water's edge (1.0 msl)+/-. Contractor is responsible for providing debris pick-up, transportation of debris, and final debris disposal. Intact piling shall not be removed under this contract.

1.1.2 Removal of all debris, sand, obstructions, etc., within or downstream of drainage structures in project area.

1.1.3 Final cleaning and sweeping of all paved area.

2.0 MATERIALS

2.1 Not required

3.0 WORKMANSHIP

3.1 The successful bidder shall be fully responsible for debris pick-up, transportation of debris, and final debris disposal.

3.2 The Contractor shall separate the debris into three categories:

3.2.1 **Biodegradable Debris** (Burnable) – Damaged and disturbed trees, tree limbs, tree stumps, bushes, shrubs, brush, untreated lumber and unfinished wood products.

3.2.2 **Non-Biodegradable Debris** (Non-Burnable) – Debris that is classified as Non-Burnable is also included in the scope of work. Non-Burnable Debris includes, but is not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials, metal products (i.e., mobile trailer parts, household appliances (white metal, and similar items), contaminated soil, roof materials, and carpeting.

3.2.3 **Ineligible Debris** – Debris that is classified Hazardous or Toxic is not included in the scope of work. Hazardous toxic materials or waste includes, but is not limited to, petroleum products, paint products, asbestos, electrical transformers, and known or suspected hazardous materials.

3.3 Measurement for burnable and non-burnable debris removed will be by the cubic yard as predetermined through truck or trailer bed measurement. Actual measurement shall be documented by trip tickets.

3.4 Debris removal bids shall be based on a price per cubic yard of eligible debris. All bid prices shall be shown in words and figures. In the case of discrepancy, the amount in words shall govern.

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3.5 Contractor shall pay for and provide, including taxes and all other applicable fees, all necessary materials and furnish proper superintendents, labor, tools, equipment, transportation, and disposal site. Contractor shall perform all other work required for the removal of all storm debris in strict accordance with the Contract, any amendments thereto, and supplement plans and specifications which may hereafter be approved.

3.6 All equipment and vehicles utilized shall meet all requirements of Federal, State, and local regulations including, without limitation, all DOT, MDOT and safety regulations. Subject to the approval of the County.

3.7 Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property and public infrastructure.

3.8 All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

3.9 Contractor shall be responsible for any damages and all liability to both public and private property in the performance of his duties under the Contract and shall report such damages to the Engineer as soon as possible.

3.10 At all times and under all conditions Contractor shall continue to be an independent Contractor and shall not represent himself in anyway as an agent of the County.

3.11 Contractor shall be fully responsible for the disposal site(s). Contractor shall supply with the bid the identity of the disposal site location and the name and address of the owner of the disposal site. Contractor shall verify proper classification of disposal site for all debris.

3.12 Contractor represents that he is familiar with all Federal, State, and local ordinances, laws, rules, and regulations and that he will fully comply therewith during pickup, transportation, and disposal.

3.13 Contractor must operate seven (7) days a week during all daylight hours or as otherwise directed by the County. Removal shall be restricted between the hours from dawn until dusk.

3.14 Contractor will make every effort to utilize and employ local sub-contractors, equipment rental, supplies, and other locally available resources.

3.15 Contractor will comply with Equal Opportunity Employer laws including all Federal, State, and local laws, rules, ordinances and regulations regarding non-discriminatory hiring.

3.16 Contractor shall cooperate fully with County to obtain reimbursement from FEMA, MEMA and FHWA.

3.17 There shall be no debris staging areas, or debris transfers within the County.

3.18 No vehicles or equipment shall be located on public property or public rights-of-way of the County unless actively engaged in debris removal.

3.19 Contractor shall be responsible for the conduct and action of all his employees and his sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous behavior to the public.

3.20 Contractor shall be responsible for establishing and scheduling collection routes and consultation with the County and for coordinating deliveries with designated disposal facilities.

3.21 Contractor shall not make any attempts to charge any resident, business or institution for work performed under the Scope of Work, nor shall Contractor, employees or sub-contractors accept any additional monies from any resident, business or institution for work performed under the Scope of Work.

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3.22 Contractor shall operate in accordance with all Mississippi Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as transportation of debris on a roadway. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required to perform the essential work described in this Scope of Services. All traffic control devices and installation thereof shall be in accordance with the minimum standards set forth in the MUTCD as referenced in the Supplemental General Conditions. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.

3.23 Contractor will coordinate with County to preserve any grassed dune areas.

3.24 Contractor will coordinate with County to preserve any usable sand.

3.25 Contractor shall be responsible with compliance of any sub-contracting parties with the agreed upon contract conditions, and with any applicable Local, State or Federal regulations.

3.26 Contractor should prepare for potentially adverse working conditions including, but not limited to, limited fuel supplies, limited housing availability, limited food and water supplies, and wet and muddy conditions.

3.27 Contractor shall be prepared to initiate contracted services no later than seventy-two (72) hours after issuance of Notice to Proceed from the Engineer.

3.28 The Contract shall be initiated upon and terminated upon notice given by the County.

3.29 County shall provide monitoring and inspections as necessary to determine contract performance, which may include, but not limited to, on-site inspections, metering of operations and inspections of operating records during Contractor's operating hours.

3.30 Any environmental samples, analyses or remediation actions required as a result of Contractor's equipment, operations or, activities shall be the full responsibility of the Contractor.

3.31 Bid specifications and the contract are subject to FEMA, MEMA and FHWA approval, and are subject to modifications as FEMA and MEMA may require.

3.32 The County does not guarantee the successful bidder to any amount of work.

3.33 County reserves the right to amend these specifications.

3.34 County may award other contracts.

3.35 All depressions and ruts caused by debris removal or equipment shall be filled and/or properly graded.

3.36 No Ineligible Debris shall be hauled under this project.

3.37 Contractor shall only bill the County for material that originates within the County. Contractor shall be reimbursed for debris removal based solely on the trip tickets issued and verified at the Designated Disposal Facility.

3.38 All specifications and requirements of FEMA 322, June 2007, Public Assistance Guide, and U.S. Army Corps of Engineers Sample Contract Form (Unit Price) as currently utilized by the Mobile District shall govern and control this bid except when specifically addressed by the provisions of these specifications, or the Final Contract issued hereunder.

3.39 No steel track equipment on paved surfaces.

3.40 All dead wildlife collected must be properly bagged or sealed in approved containers coordinated with the Mississippi Department of Health and the Mississippi Department of Environmental Quality.

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3.41 All debris collection shall be performed utilizing grapple equipment. No debris is to be pushed or dragged outside the footprint of the debris field as designated by the owner/engineer. No bladed equipment is to be used in debris movement or transport.

3.42 Contractor shall supply necessary tower(s) for monitors. Towers shall be OSHA complaint.

4.0 DOCUMENTATION

4.1 Contractor, within two (10) days of award of bid, shall provide proof of worker's compensation insurance for all employees, including those of any subcontractor, utilized in the performance of the Contract.

4.2 Contractor, within two (10) days of award of bid, shall submit proof of general liability insurance which shall remain in full force and effect throughout the term of the Contract. Such insurance shall cover all operations under the Contract, whether such operations are by Contractor, by subcontractor, by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

4.3 Contractor shall supply with the bid the identity of the disposal sites location and the name and address of the owner of the disposal site.

4.4 Both County and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone and/or pager) who shall be the contact person throughout the term of this Contract as agent of the County and Contractor, respectively. County and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

4.5 All insurance required under the terms of the contract shall be issued by a company licensed to do business in the state of Mississippi.

4.6 Bidder shall furnish with the bid complete and updated list identifying truck numbers and trailer numbers to County that will be used throughout the Contract. The listing shall include the following information:

4.6.1 Each truck and trailer license number
4.6.2 Year, make and color of truck
4.6.3 Cubic yardage of the truck and/or trailer

4.7 Each vehicle and trailer transporting debris shall bear two (2) emblems (one on each side) that show the following:

4.7.1 "Contractor for the County Beach Restoration"
4.7.2 The assigned truck/trailer number
4.7.3 Cubic yard capacity (for applicable trucks and trailers)

4.8 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment; be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; and measured and marked for its load capacity. Side boards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, are to be constructed in a manner to withstand severe operating conditions. The side boards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. All trucks must be mechanically loaded. All extensions are subject to acceptance or rejection by the County. All equipment will be inspected by the Contractor prior to use by using any applicable County forms. The forms, if any, will be provided by the County after completion.

4.9 Prior to commencing debris removal operations, the Contractor shall present to the County's representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling

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capacity, and cubic yards will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking.

4.10 Any personnel and equipment designated by Contractor to be utilized in the performance of the Contract shall not be utilized elsewhere or released in any way, fashion, or form, for the duration of the Contract unless approved in writing by the County.

4.11 When a load is delivered to disposal site, Contractor's driver shall provide the disposal facility operator the location that each load of debris originated. This information shall be provided to the County with pay applications.

5.0 METHOD OF PAYMENT

5.1 Progress payments will be made on a monthly basis for work completed, less a 5% retainage. Payment will be made at the Contract unit prices which shall constitute full compensation for furnishing all material, labor, supervision, tools, equipment, and incidentals in accordance with the Contract Drawings and Specifications.

5.2 All payments made to the Contractor shall be subject to a 5% retainage and will be retained until ninety (90) days after completion of all contract work to insure timely completion of the project and/or undiscovered damage to public or private property.

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SECTION 02220-5
BEACH VEGETATION

1.0 GENERAL

1.1 General: This item consists of furnishing materials, labor, equipment, supervision, and incidentals, for the satisfactory accomplishment of all work for planting of dune restoration plant material in accordance with standard accepted nursery practice suitable for the environment on the site.

1.1.1. Site Location: The restoration site is located along a 6 miles +/- of beach in Hancock County, Mississippi.

2.0 EXECUTION

2.1 Suitable Material:Suitable plant material for placement on the beach restoration area shall consist of at least the following species:

Sea oats	Uniola paniculata
Coastal panic grass	Panicum amarum
Railroad vine	Ipoemea pes-caprae
Beach morning glory	Ipoemea stolonifera
Dune sunflower	Helianthus delibis
Sea purslane	Sesuvium portulacastrum
Blanket flower	Gaillardia pulchella

Plants shall be liner-grown (minimum 1" x 1" x 2" plugs) healthy, and with vigorous growth a minimum of 12-15 inches above the plug for sea oats and panic grass. Plants shall be of regional stock compatible with the planting site and the environment on the Sand Beach Renovation.

2.2 Amount of Materials: Amount will vary severity of damage, and will be determined after storm event. Distribution and number of plant species should be compatible with similar natural vegetated dune habitats in other areas in other areas in the vicinity.

2.3 Fertilizer: Water-gel type fertilizer for initial plant stabilization and controlled release fertilizer for continued plant growth shall be supplied in a quantity sufficient to plant all plant material supplied.

2.4 Plant Delivery: Contractor shall coordinate plant delivery. Delivery shall include plant materials, fertilizer and other incidentals necessary to complete the planting operation.

2.4.1. Supervisory Personnel: Planting will be accomplished by Contractor. At least one planting supervisor shall be required to instruct on planting methods and tool and fertilizer use, and to supervise the planting operation.

2.4.2. Tools: Any specialty tools necessary for the planting operation should also be provided by the Contractor for use during the planting project **(specify in bid all tools to be supplied).**

2.5 Method of Payment: Material to be paid for is the number of plants delivered and installed within the areas indicated on the plans in accordance with the requirements of these specifications. **Bid prices should include all costs and materials accumulated as a Unit Cost per plant delivered and planted by the Contractor.**

3.0 PAYMENT

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3.1 Payment for plants and planting will be made at the Contract Unit Price per each, which price shall constitute full compensation for furnishing all materials, supervision, tools, equipment and incidentals and performing all work in accordance with the specifications.

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SECTION 02220-7
BEACH DEEP SAND SCREENING

1.0 **GENERAL**

1.1 The work shall consist of the screening of sand and removal of debris prior to placement of retrieved or imported material as defined herein within the boundaries of the Hancock County Sand Beach. Generally, the work in this section will include:

SCOPE OF WORK

1.1.1 Mechanical screening of entire sand beach with 3/8" rigid square screens to a depth of eighteen (12) inches from the east right-of-way of Beach Road to the water's edge (-1.0 msl). Sand shall not be screened by transport to a fixed location screen. In place sand shall be picked up, screened and re-deposited in same location by a propelled screener.

2.0 **MATERIALS**

2.1 Not required

3.0 **WORKMANSHIP**

3.1 The successful bidder shall be fully responsible for screened debris pick-up, transportation of screened debris, and final debris disposal.

3.2 Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and disposal site, and perform all other work required for the removal of all screened debris and screening of sand areas, as defined herein, in strict accordance with the Contract, and any amendments thereto and such supplement plans and specifications which may hereafter be approved.

3.3 All equipment and vehicles utilized shall meet all requirements of Federal, State and local regulations including, without limitation, all DOT, MDOT and safety regulations, and are subject to the approval of the County.

3.4 Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit. At a minimum, Contractor shall assure that all loads are transported without threat of harm to the general public, private property and public infrastructure.

3.5 All vehicles and equipment shall have a fully functional and certified fire extinguisher of Class A type.

3.6 Contractor shall be responsible for any damages and all liability to both public and private property in the performance of his duties under the Contract, and shall report such damages to the Engineer as soon as possible.

3.7 At all times and under all conditions Contractor shall continue to be an independent Contractor and shall not represent himself in anyway as an agent of the County.

3.8 For screening performed under disaster work. Contractor shall be fully responsible for the disposal site(s) and assume all responsibility for its operation. Contractor shall supply with the bid the identity of the disposal site location and the name and address of the owner of the disposal site.

3.9 Contractor represents that he is familiar with all Federal, State, and local ordinances, laws, rules, and regulations and that he will fully comply therewith during pickup, transportation and disposal.

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3.10 Contractor will make every effort to utilize and employ local sub-contractors, equipment rental, supplies and other locally available resources.

3.11 Contractor will comply with all Federal, State and local laws, rules, ordinances and regulations regarding non-discriminatory hiring with regard to race, creed, color, national origin or handicap.

3.12 Contractor shall cooperate fully with County to obtain reimbursement from FEMA and MEMA.

3.13 There shall be no debris staging areas, or debris transfers within the County, or will debris be permanently or temporarily stored or temporarily placed within the County.

3.14 No vehicles or equipment shall be located on public property or public rights-of-way within the County unless actively engaged in debris screening.

3.15 Contractor shall be responsible for the conduct and action of all his employees and his sub-contractors. Contractor's employees and sub-contractors shall not exhibit any pattern of discourteous behavior to the public.

3.16 Contractor shall not make any attempts to charge any resident, business or institution for work performed under the Scope of Work, nor shall Contractor or anyone employed or sub-contractor by Contractor accept any additional monies from any resident, business or institution for work performed under the Scope of Work.

3.17 Contractor shall operate in accordance with all Mississippi Department of Transportation standards including all pertinent traffic control techniques and procedures, as well as, transportation of debris of a roadways. Contractor shall be responsible for the control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet Federal, State and local requirements. The traffic control personnel and equipment shall be additional to the personnel and equipment required to perform the essential work described in this Scope of Services. All traffic control devices and installation thereof shall be in accordance with the minimum standards set forth in the MUTCD as referenced in the Supplemental General Conditions. At a minimum, one flag person shall be posted at each end of each active loading site and one flag person shall be posted at each loading operation.

3.18 Mechanical screening of entire sand beach with 3/8" screens to a depth of eighteen (12) inches from the east right-of-way of Beach Road to the water's edge (-1.0 msl).

3.19 Contractor will coordinate with County to preserve any grassed dune areas.

3.20 Contractor shall be responsible with compliance of any sub-contracting parties with the agreed upon contract conditions, and with any applicable Local, State or Federal regulations.

3.21 County shall provide monitoring and inspections as necessary to determine contract performance, which may include, but not limited to, on-site inspections and metering of operations and inspections of operating records during Contractor's operating hours.

3.22 Any environmental samples, analyses or remediation actions required as a result of Contractor's equipment, operations or, activities shall be the full responsibility of the Contractor.

3.23 The County does not guarantee the successful bidder to any amount of work.

3.24 County reserves the right to amend these specifications.

3.25 County may award other contracts.

3.26 All depressions and ruts caused by debris removal or equipment shall be filled and/or properly graded.

4.0 **DOCUMENTATION**

4.1 Contractor shall supply with the bid the identity of the borrow pit site location and the name and address of the owner of the site.

4.2 Both County and Contractor will designate a specific person identified by name, address, phone number, and means of immediate communication access (cell phone and/or pager) who shall be the contact person throughout the term of this Contract as agent of the County and Contractor, respectively. County and Contractor will immediately notify the other, telephonically, with a follow-up written confirmation within twenty-four (24) hours of any change in this designation. Such person shall be immediately available at all times during the performance of this Contract.

5.0 **METHOD OF PAYMENT**

5.1 Screening shall be paid at the unit price/acre in the bid.

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SECTION 02220-8
HERBICIDE TREATMENT

1.0 APPLICATION FREQUENCY

1.1 Herbicide treatments should be made at no greater than a two-month interval during the growing season. A follow-up application will also be completed one month following the initial treatment to ensure adequate initial control.

2.0 APPLICATION METHOD

2.1 Herbicides may be applied with low pressure ATV or tractor mounted sprayers and backpack sprayers. Boom sprayers may be used as long as offsite drift and overspray of desired dune vegetation is prevented.

2.2 All application equipment, herbicides, and application methods shall be cited in the proposal submittal and approved before award. Please attach details of your preferred equipment, methods, and herbicides.

2.3 All application shall be done by State of Mississippi certified pesticide applicator and the contractor shall have a State of Mississippi pesticide applicators license. The contractor shall provide current documentation of license and certifications upon contract approval. The Hancock County Board of Supervisors reserves the right to cease herbicide applications if proper precautions are not followed, or if weather conditions prohibit proper application.

2.4 Daily herbicide records shall be completed by the contractor in accordance with State of Mississippi requirements and made available upon request by Hancock County Board of Supervisors.

3.0 APPLICATION CONDITIONS

3.1 Herbicide application shall not occur when precipitation is likely to occur within 24 hours of spraying. Treatments shall be made when wind conditions are calm to minimize drift to adjacent properties and negative impacts to desired dune vegetation.

4.0 HERBICIDE

4.1 The contractor shall use an **aquatic rated Glyphosate** with a minimum of 41% active ingredient. Container label recommendations, rates, and restrictions shall be followed at all times by the contractor. A non-ionic surfactant will also be used in the herbicide mix at the container label recommended rate to ensure proper coverage of the herbicide. Marker dyes shall not be used by the contractor.

5.0 APPLICATION RATE

5.1 The contractor shall use the proper amount of herbicide as recommended by the herbicide container label for the target species. Rates should not exceed 24 ounces of glyphosate per acre. The contractor shall apply the recommended rate of herbicide in 10 to 25 gallons of water. The contractor shall also apply 2 quarts of nonionic surfactant per 100 gallons of total spray volume.

6.0 TARGET VEGETATION

6.1 The contractor shall only apply herbicide to undesirable vegetation specifically identified by the Hancock County Board of Supervisors. Generally, this vegetation is limited to areas mechanically maintained by raking and sifting. No planted vegetation on the beach dunes or elsewhere on the beach shall be sprayed

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and wind conditions shall be closely monitored by the applicator to ensure that drift does not impact planted vegetation.

7.0 TREATMENT SUCCESS

7.1 The success of treatments (99% kill) shall be determined through field inspection and approval by the Hancock County Board of Supervisors. The Hancock County Board of Supervisors shall inspect the treatment area 7-14 days after completion of each herbicide treatment. If the treatment does not result in 99% kill within the treatment area the contractor shall apply a follow-up treatment at no additional charge to the Hancock County Board of Supervisors to achieve 99% kill within the treatment area.

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SECTION 02228
SAND FENCE FABRIC

1.0 MATERIAL

YARN

Description	1000 denier, high tenacity, continuous filament polyester Yarn, impregnated and encapsulated with pigmented Foamed vinyl plastic.
Diameter	Coated yard, 28 mils Expanded yarn (flattened) 60-100 mils
Tensile Bread	19.5 lbs. Per 1000 denier yarn
Elongation	24-26 percent
Shrinkage (400 deg)	10-14 percent

FINISHED FENCE

Height	72 inches
Weight	6 oz. Per square yard
Porosity	50% (approx.)
Break Strength	¾" solid horizontal band – 197.8 lbs. (lab test) By extrapolation: 1" band – 263.7 lbs. Full 72@ width – 6900 lbs.
Elongation	¾ " solid horizontal band 32.0%
Low Temp. Resistance	Minus 40 degrees Fahrenheit (no cracking or flaking)
UV Resistance	High (80% retention of original strength under accelerated weatherometer conditions equivalent to 8-10 years of Florida exposure)
Fire Retardancy	Passes California BIF Requirements according to Fed. Std. 191, Method
Color	Sand

Fabric Fence 100 or Equivalent

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APPENDIX # 1

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

March 9, 2021

In accordance with Senate Bill No. 2241 of the Mississippi Legislature Regular Session 1981, the industry wide current petroleum products base prices for contracts to be let in March 2021 are furnished as follows.

FUELS

	Per Gallon	Per Liter
Gasoline	$2.2576	$0.5964
Diesel	$2.4969	$0.6596

MATERIALS OF CONSTRUCTION

ASPHALT CEMENT	Per Gallon	Per Ton	Per Liter	Per Metric Ton
Viscosity Grade AC-5	$1.9178	$455.00	$0.5066	$501.54
Viscosity Grade AC-10	$1.9389	$460.00	$0.5122	$507.05
Viscosity Grade AC-20	$1.9108	$453.33	$0.5048	$499.70
Viscosity Grade AC-30	$1.9108	$453.33	$0.5048	$499.70
Grade PG-64-22	$1.9305	$458.00	$0.5100	$504.85
Grade PG-67-22	$1.9178	$455.00	$0.5066	$501.54
Grade PG-76-22	$2.5320	$600.71	$0.6689	$662.16
Grade PG-82-22	$2.8662	$680.00	$0.7572	$749.56

EMULSIFIED ASPHALTS, PRIMES, & TACK COATS		
Grade SS-1	$1.7492	$0.4621
Grade RS-2C (CRS-2)	$2.1396	$0.5652
Grade CRS-2P	$2.5038	$0.6614
Grade EA-1, EPR-1, & AE-P	$3.3000	$0.8718
Grade CSS-1 & 1H (Undiluted)	$2.0899	$0.5521
Grade CSS-1 & 1H (Diluted 1 to 1 Fog Seal)	$1.7400	$0.4597

EARL GLENN, P.E.
STATE CONSTRUCTION ENGINEER

EG: wcc

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APPENDIX # 2

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KÄSSBOHRER GELÄNDEFAHRZEUG AG

Technical Specification
BeachTech 2000

(from series 2011 on)

Chassis

- towed vehicle (single axle)
- tow hitch will attach to the lower arms of the 2-point hitch of the tractor
- spline-mounted pump for increased turning radius
- main frame and all steel parts made of high-tensile steel

Tractor requirements

- minimum power output: 55 kW / 70 HP
- 4-wheel-drive
- differential lock
- high flotation tires, example: 480 mm front, 520 mm back (sand tires)
- 2-point hitch, cat. 2
- PTO shaft spline mounted pump, 6 spline (21 spline), 1 3/8" – 540 rpm (1000 rpm possible)
- 2 double-acting circuits of the additional tractor hydraulics in standard operation. Control valves for additional hydraulic system (if there is only 1 control valve, the pick-up will be adjusted mechanically or it will be refitted with an electrical 4/2 way valve)
- electrical circuit: 12 V

Anti-corrosion protection

- all chassis and body parts galvanized
- EP primer
- 2-component acrylic paint, RAL 5018 dark turquoise, RAL 7016 dark anthracite and RAL 9006 white aluminum

Hydraulics

- hydraulic drive of pick-up and screening belt (with tandem gear pump, including tank) independent of the tractor's hydraulic system
- adjustment of pick-up roller and collector box through additional hydraulics of the tractor (double acting valves)
- the oil temperature is thermostatically controlled by an oil-cooler with fan (constant temperature)
- audio warning system in case of malfunction of hydraulics
- high pressure relief valves for hydraulic emergency stop (damage protection)

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KÄSSBOHRER GELÄNDEFAHRZEUG AG

Electrics

- 12 V removable lighting bar

Patented cleaning techniques

- by adjusting the pick-up shafts, the following continuously variable cleaning techniques are possible:
  - raking
  - screening
  - combined raking and screening

Pick-up

- 40 tines, individually replaceable
- highly elastic Centa-flex coupling

Screening technique

- optimal sand screening by 3 eccentric shafts with interfering oscillation
- extra long screening belt for maximum screening effect available in mesh widths of 25, 30, 40 mm (1", 1 ¼" or 1 ½", or small on special order)
- rubberized roller shafts, eccentric shafts and drive shaft for quiet and smoother running and less wear and tear of the screening belts
- tension roller for screening belt
- new carrier shaft for better cleaning results on beaches with lots of stones
- switch-over valve for reversing the direction of the screening belt
- lock for screening belt with washer made of stainless steel
- maintenance-free bearings for screening cassette and tension roller

Loading capacity

- capacity of the collector box: 2.1 cubic yards
- discharging directly into trucks or containers
- dump height 8'6", controlled from tractor cabin with hydraulic cylinders

Finisher

- polyethylene finisher for structuring and aerating the beach surface

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KÄSSBOHRER GELÄNDEFAHRZEUG AG

Operation

- the beach cleaning vehicle is operated with the tractor hydraulics (one-man operation)

- the following functions are available:
  1. depth adjustment of the screening unit (depth control via 2-point hitch)
  2. adjustment of the pick-up unit for either raking, screening or combined operation by double acting valve
  3. tipping of the collector box

Warning system

- audio warning system in case of malfunctions

Optional equipment

- pick-up depth regulation via sensor wheels (hydraulically adjustable)
- hydraulic valve for pick-up speed adjustment
- 2/1-way valve (if there is only 1 external hydraulic circuit at the towing vehicle)
- central lubrication kit (controlled electrically)
- hydraulic lifting mechanism for finisher
- licensing with 40 km/h possible
- monitoring of the beach cleaning vehicle on a video screen in the tractor cab; monitoring screening unit or pick-up
- length compensation system for screening belt
- cardan shaft drive
- sprayer system 500 litres
- Hydraulic brake

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KÄSSBOHRER GELÄNDEFAHRZEUG AG

Data sheet

Cleaning method	patented screening-raking-mixed technique	
	Metric	US
Overall length	5,450 mm	17' 10 "
Width	2,600 mm	8' 6 "
Height	2,100 mm	94"
Size of tires	520/50-17	520/50-17
Dumping height of the hopper	2,600 mm	8' 6 "
Net weight	1,800 kg	3,968 lbs
Gross weight limit up to*	2,800 kg	6,172 lbs
Operating width	1,850 mm	6' 07"
Performance rate, approx.	20,200 m²/h	approx. 5 acres per hour
Collecting hopper capacity	1.5 m³	2 cu.yd
Max. working speed	12 km/h	approx. 7,5 mph

**according to local traffic regulations*

Kässbohrer BeachTech 2000 complies with the German Road Traffic Act.
Maximum permitted road speed: 25 km/h.

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KÄSSBOHRER GELÄNDEFAHRZEUG AG

Technical Specification
BeachTech 2800

(from series 2011 on)

Chassis

- towed vehicle (single axle)
- tow hitch will attach to the lower arms of the 2-point hitch of the tractor
- spline-mounted pump for increased turning radius
- main frame and all steel parts made of high-tensile steel

Tractor requirements

- minimum power output: 59 kW / 80 HP till 74 kW / 100 HP
- 4-wheel-drive
- differential lock
- high flotation tires, width: 480 mm front, 520 mm back
- 2-point hitch, Cat 2
- PTO shaft 6 spline, 1 3/8": 540 rpm
- 2 double-acting circuits of the additional tractor hydraulics in standard operation. Control valves for additional hydraulic system (if there is only 1 control valve, the pick-up will be adjusted mechanically or it will be refitted with an electrical 4/2 way valve)
- electrical system: 12 V

Anti-corrosion protection

- all chassis and body parts galvanized
- EP primer
- 2-component acrylic paint, RAL 5018 dark turquoise, RAL 7016 dark anthracite and RAL 9006 white aluminum

Hydraulics

- hydraulic drive of pick-up and screening belt (with tandem gear pump, including tank) independent of the tractor's hydraulic system
- adjustment of pick-up roller and collector box and finisher through additional hydraulics of the tractor
- the oil temperature is thermostatically controlled by an oil-cooler with fan (constant temperature)
- audio warning system in case of malfunction of hydraulics
- high pressure relief valves for hydraulic emergency stop (damage protection)

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KÄSSBOHRER GELÄNDEFAHRZEUG AG

Electrics

- 12 V lighting system, integrated in collecting hopper

Patented cleaning technique

- by adjusting the pick-up shaft, the following continuously variable cleaning techniques are possible:
  - raking
  - screening
  - combined raking and screening

Pick-up

- 52 tines, individually replaceable
- maintenance-free bearings on the outside of the pick-up roller
- highly elastic Centa-flex coupling

Screening cassette

- optimal sand screening due to 3 eccentric shafts with interfering oscillation
- extra long screening belt for maximum screening effect, available in mesh widths of 25, 30 or 40 mm (being 1", 1 ¼" or 1 ½" or smaller on special order)
- rubberized roller shafts, eccentric shafts and drive shafts for quiet and smoother running and less wear and tear of the screening belts
- tension roller for screening belt
- new carrier shaft for better cleaning results on beaches with lots of stones
- switch-over valve for reversing the direction of the screening belt
- lock for screening belt with washer made of stainless steel
- maintenance-free bearings for screening cassette and tension roller

Loading capacity

- capacity of the collector box: 3.6 cubic yards
- discharging directly into trucks or containers
- dump height: 8'6"; controlled from tractor cabin with hydraulic cylinders

Finisher

- polyethylene finisher (with hydraulic lifting mechanism) for structuring and aerating the beach surface with automatic folding function when discharging

KÄSSBOHRER GELÄNDEFAHRZEUG AG

Operation

- the beach cleaning vehicle is operated with the tractor hydraulics (one-man operation)
- the following functions are available:
  1. depth adjustment of the screening unit (depth control via 2-point hitch)
  2. adjustment of the pick-up unit for either raking, screening or combined operation by double acting valve
  3. tipping of the collector box incl. automatically controlled finisher

Warning system

- acoustic warning system in case of malfunctions

Optional equipment

- pick-up depth regulation via sensor wheels (hydraulically adjustable)
- hydraulic valve for pick-up speed adjustment
- 2/1-way valve (if there is only 1 external hydraulic circuit at the towing vehicle)
- driven axle with infinitely adjustable thrust regulation
- monitoring of the beach cleaning vehicle on a video screen in the tractor cab; monitoring screening unit or pick-up
- central lubrication kit (controlled electrically)
- length compensation system for screening belt
- cardan shaft drive
- sprayer system 500 litres
- Hydraulic brake
- Design elements
- licensing with 40 km/h possible - depends on national regulations

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KÄSSBOHRER GELÄNDEFAHRZEUG AG

Data sheet

Cleaning method	patented screening-raking -mixed technique	
Overall length	5,800 mm	19’
Width	2,500 mm	8’ 2”
Height	2,190 mm	7’ 2”
Size of tires	520/50-17	20”
Collecting hopper discharge height	2,600 mm	8’ 6”
Net weight	2,500 kg	5511 lbs
Gross weight limit up to*	4,500 kg	9920 lbs
Operating width	2,500 mm	8’ 2”
Performance rate, approx.	30,000 m²/h	7.5 acres
Collecting hopper capacity	2.8 m³	3.6 cu yd
Max. working speed	12 km/h approx. 7,5 mph	

**according to local traffic regulations*

Optional road licensing!

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APPENDIX # 3

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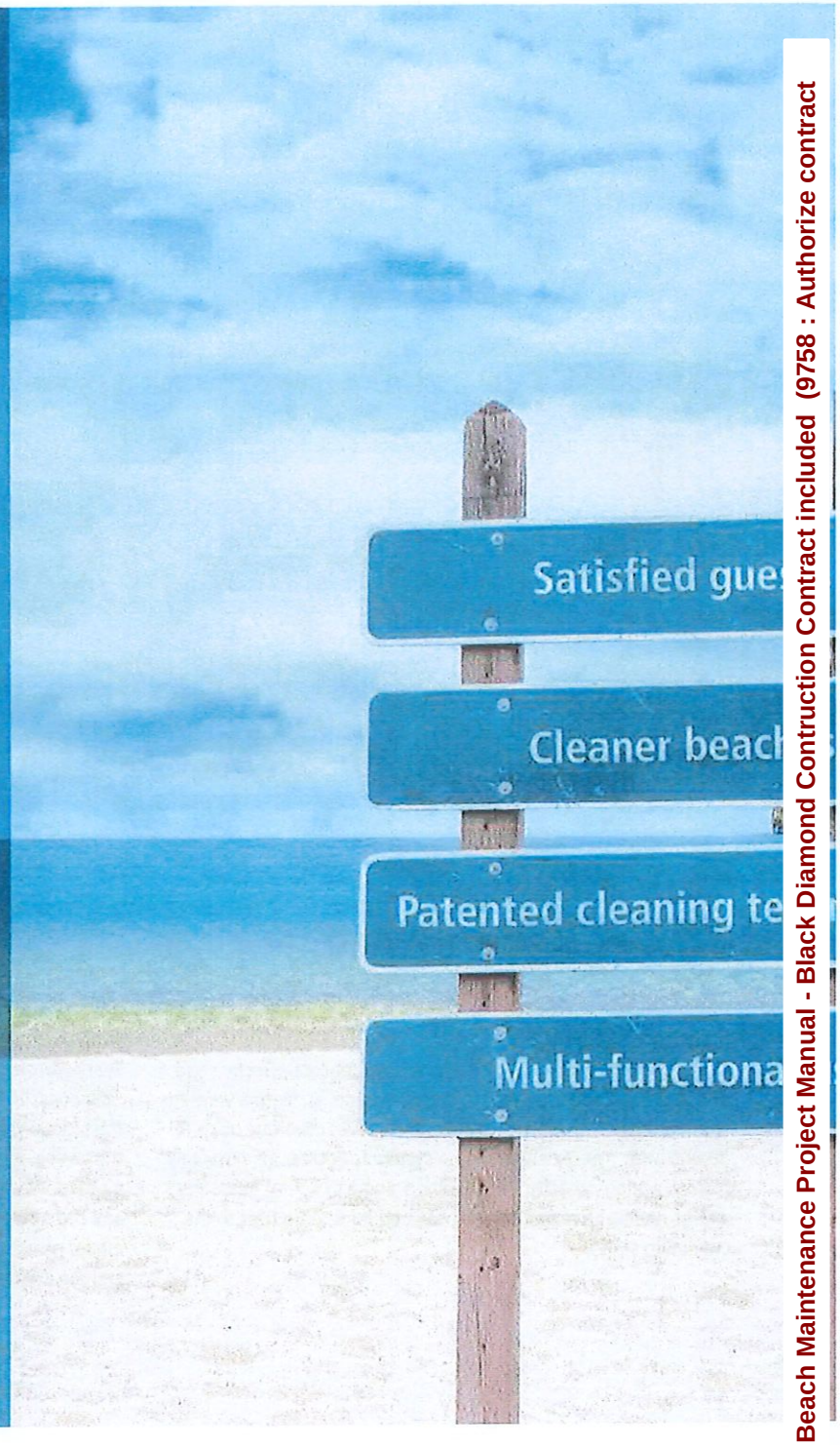
BeachTech®

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Dream beaches for your guests

Paradise beaches. For relaxation, sunbathing, dreaming and games for the children. Always as though they were the first to discover them. Every day like new. Free of cigarette stubs, pieces of glass and shells, plastic bottles or flotsam – BeachTech devices clean thoroughly.

BeachTech means increased recreational value for your guests. For satisfied tourists who look back on their holiday with pleasure and cherish the memories of their days on the beach. Because we are dedicated to this task: Cleaner beaches and satisfied guests through cost-effectiveness and efficiency in beach cleaning.



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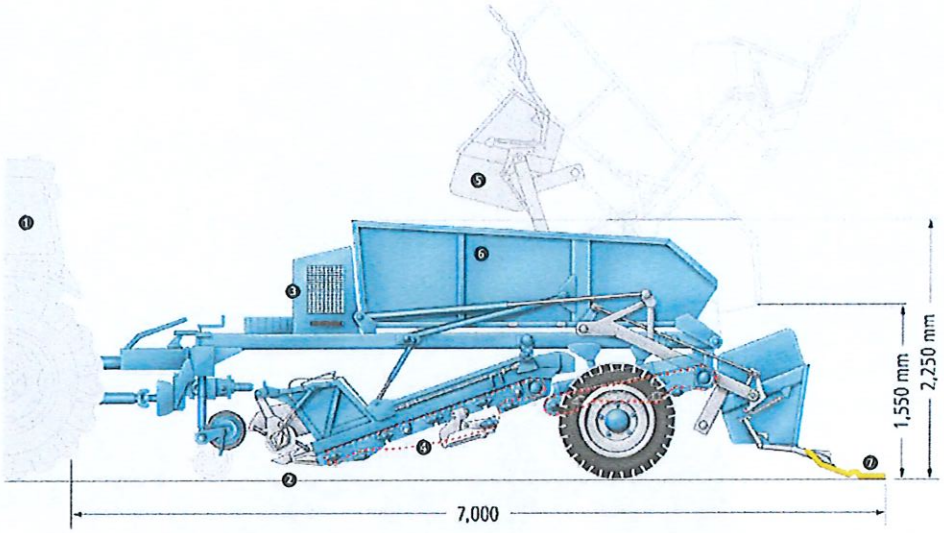
2

BeachTech 3000
Power and volume

Ideal for large beaches
The BeachTech 3000 beach cleaner is used for cost-effective and efficient cleaning of large and expansive beaches. With a working width of 2.50 m, the BeachTech 3000 achieves coverage of up to 30,000 m²/h. The 2-belt screening system facilitates an extremely high screening capacity. The loading volume of 4.7 m³ guarantees a large operating range: there is no need for interim trips to the unloading station.

Non-stop perfection
Two hydrostatic pumps move the pick-up roller and the two screening belts. The angle of the first screening belt and the depth of the pick-up roller are set hydraulically via a gear pump. Lowering the screening-raking unit fixes the depth setting and the cleaning method. Waste is moved to the first screening belt during travel, and the sand is then sifted using vibrations. The residual waste moves across the second screening belt into the collecting tank and the dumper.

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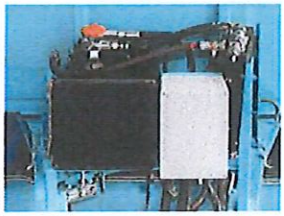




❶ 1-man operation
Control of all working processes via remote control in the driver's cab



❷ Working width
Working width of 2.50 m for coverage of up to 30,000 m²/h



❸ Under the hood
Tank, radiator and control block are quick and easy to access for all inspection and service work, and for emergency operation.



❹ 2-belt screening system
The 2-belt screening system guarantees optimum sifting of the sand.



❺ Collecting tank
The collecting tank is emptied into the

❻ Large dumper
4-m³ loading volum
maximum operatin

See page 13 and the separate datasheets for options for the individual products.

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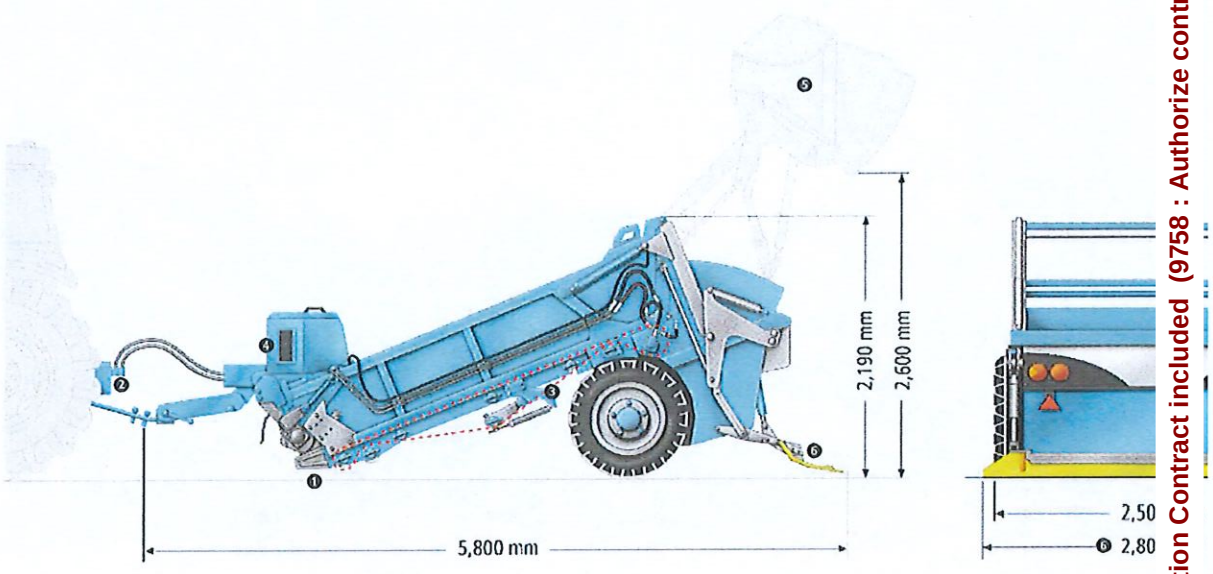
BeachTech 2800
One for all

As far as the beach stretches

BeachTech 2800 is the all-rounder for medium and large beaches. Despite its compact size the BeachTech 2800 has a broad working width of 2.50 m, resulting in coverage of up to 30,000 m² per hour. The patented raking, screening and combined cleaning technology guarantees the highest quality and simple operation. Thanks to the unloading height of 2.60 m, the collected waste can be tipped directly onto a truck or into a container.

The BeachTech 2800 comes as standard with an integrated tension roller, screening belt reverse valve, low-maintenance spline-mounted pump, hydraulic lifting finisher and broad tyres. The strong drive of the pick-up roller ensures extremely high performance and very thorough sifting – even on wet sand. In terms of economy the BeachTech 2800 is first class: broad, but compact and light, it drastically reduces the tractor's fuel consumption.

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❶ Working width
Working width 2.50 m for coverage of up to 30,000 m²/h



❷ Spline-mounted pump
The low-maintenance spline-mounted pump minimises the turning circle.



❸ Tension roller
Tensioning of the screening belt prevents a loss in performance.



❹ Under the hood
Tank, radiator and control block are quick and easy to access for all inspection and service work.



❺ Collecting tank
The collecting tank loading volume of 2 Unloading height o (in DIN containers onto a truck).

See page 13 and the separate datasheets for options for the individual products.

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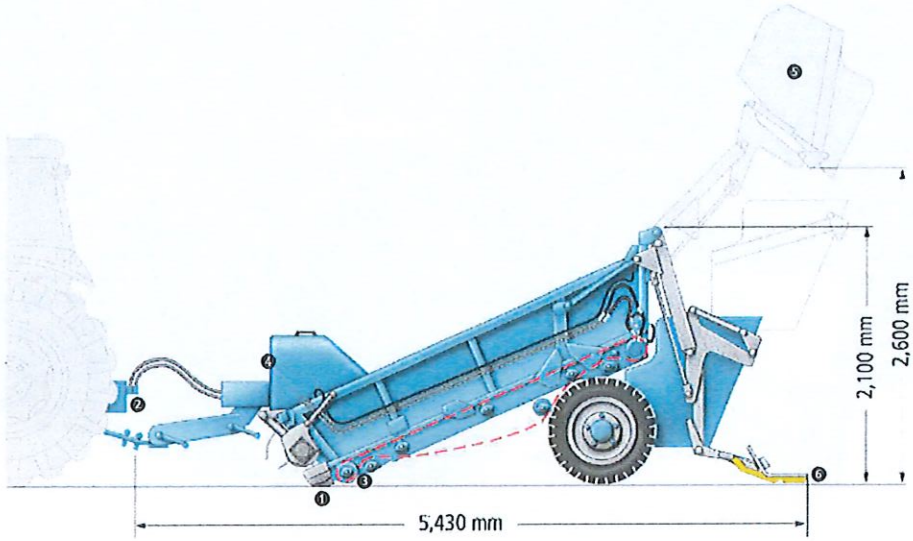


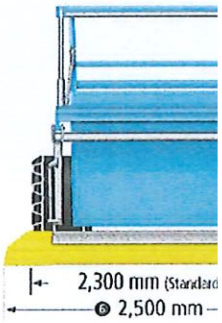
BeachTech 2000
Compact and agile

At home on medium-sized beaches
The compact BeachTech 2000 is designed for medium-sized beaches. With a working width of 1.85 m it covers up to 22,000 m²/h. The agile beach cleaner can also handle tight access roads and narrow sections of beach. Another plus: like all BeachTech models it can be approved for road travel.

Triple shaken
The quiet, fully hydraulic drive with cooling system moves the pick-up roller and a long screening belt. Three eccentric shafts create a vibration process, which sifts out even the finest particles of dirt. Finally, the waste is moved along the screening belt into the collecting tank. The unloading height of 2.60 m means the waste can be tipped directly onto a truck or into a trailer.

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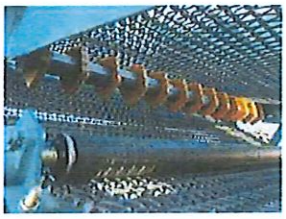




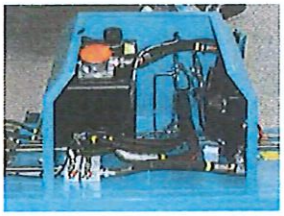
❶ Working width
Working width of 1.85 m for coverage of up to 22,000 m²/h



❷ Spline-mounted pump
The spline-mounted pump enables the BeachTech 2000 to handle even tighter curves.



❸ Tension roller
Tensioning of the screening belt prevents a loss in performance.



❹ Under the hood
Tank, radiator and control block are quick and easy to access for all inspection and service work.



❺ Collecting tank
The collecting tank
loading volume of 1
Unloading height o
(in DIN containers c
onto a truck).

See page 13 and the separate datasheets for options for the individual products.

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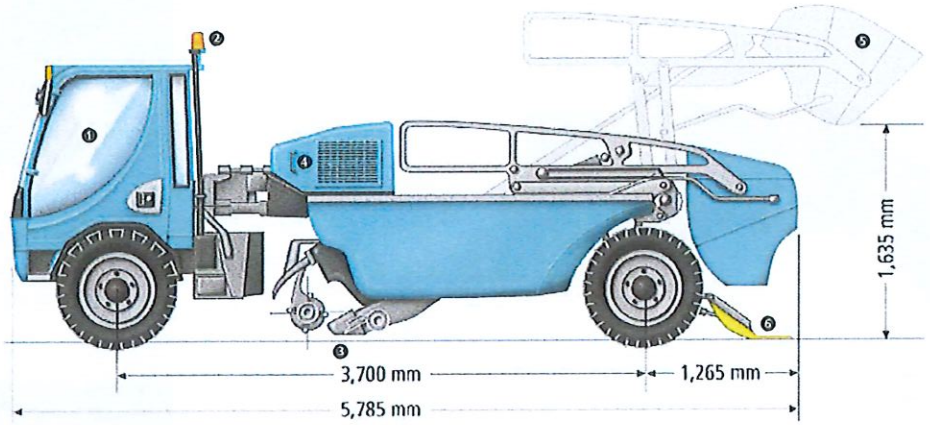


BeachTech Marina
The multi talent

Tractor and trailer in one
The self-propelled BeachTech Marina sets standards when it comes to agility, manoeuvrability and quietness. Thanks to articulated front-wheel drive and connectible active rear-wheel drive, it has a sensationally small turning circle. With a powerful turbo diesel engine, hydrostatic all-wheel drive and low-pressure tyres, nothing gets in the way of the BeachTech Marina.

As the BeachTech Marina can be registered for road travel, you can use it anywhere you like. So much flexibility means the highest cost-effectiveness.

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❶ 1-man operation
All vehicle functions are controlled directly from the cab.



❷ Safety
The BeachTech Marina is equipped with all safety features (acoustic warning alarms in the event of incorrect operations, reversing alarm, electrically operated exterior mirrors for optimum visibility, warning beacons and seatbelts).



❸ Working width
Working width of 1.40 m for coverage of up to 15,000 m²/h



❹ Under the hood
Tank, radiator and control block are quick and easy to access for all inspection and service work.

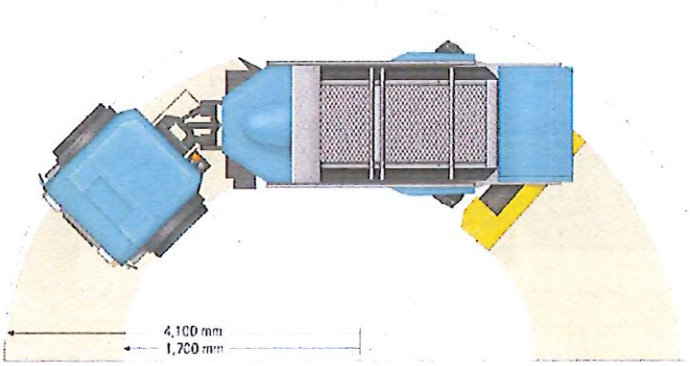


❺ Collecting tank
The compact collec
has a loading volur
0.5 m³.

See page 13 and the separate datasheets for options for the individual products.

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BeachTech Marina
Effortlessly around any obstacle



Small turning circle – big impact
The special feature of the BeachTech Marina is that it can handle every curve and every corner. Our innovative vehicle concept: Articulated front-wheel drive and connectible active rear-wheel drive. This reduces the turning circle during cleaning to an inner radius of just 1.85 m. Thus, the Marina can even clean in tight spaces around sun loungers.

Road approval
Beach hopping is no problem for the BeachTech Marina. Thanks to road approval potential, it can travel from one beach to another – flexible use for the greatest cost-effectiveness.

Customised cockpit
The ergonomically designed cockpit and the joystick make it easy to control. Large electrically operated mirrors ensure excellent all-round visibility. The comfortable two-seater driver's cab is available with folding roof or air conditioning.

BeachTech Marina
Accessories



Front hitch
Thanks to the optional front hitch (3-point mounting Cat. II) for a range of attachments, the BeachTech Marina becomes a true multi talent.



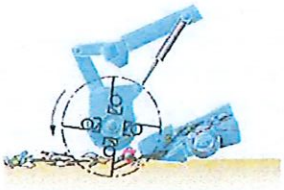
Roller broom
Alongside the clean beach, carefully cleaned streets, paths and squares are also important. The roller broom turns the BeachTech Marina into the perfect road sweeper.



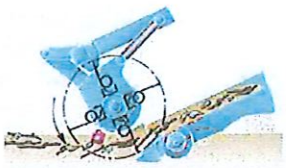
Water sprayer system
Dampening the sand surface reduces the formation of dust.

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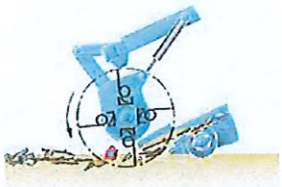
Patented cleaning technology
Beach cleaning on any sand



Raking technology



Screening technology



Combined cleaning technology

The right answer for any contamination
Cigarette butts, pieces of glass, plastic bottles, flotsam or seaweed – thanks to the patented BeachTech raking, screening and combined cleaning technology, nothing is left behind. The raking technology means that damp sand can be cleaned to the optimum and dry sand can be processed with high speed. The screening technology involves removing a thin layer of dry sand and cleaning it of even small contaminants (e.g. cigarettes).

The non-stop switch
With the combined cleaning technology the driver can combine both cleaning methods in a continuous operation. The switch between raking, screening and mixed cleaning occurs non-stop. The vehicle is ready for all areas of the beach thanks to the variable use of the different cleaning technologies.

Raking technology
- Sand: wet and dry
- Surface cleaning
- Coarse contaminants (e.g. seaweed)

Screening technology
- Sand: dry
- Surface and deep cleaning
- Small contaminants
  (e.g. cigarette stubs, bottle tops and pieces of glass)

Combined cleaning technology
- Sand: dry to damp
- Surface and deep cleaning
- Coarse and fine contaminants







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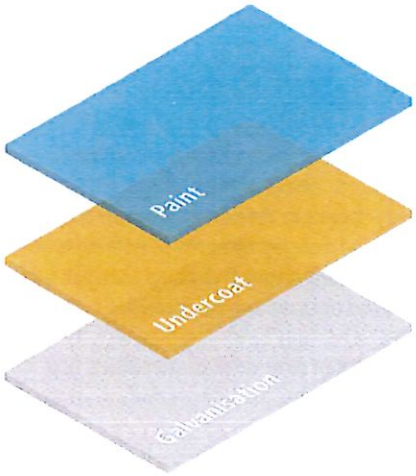
Corrosion protection
Built for use at the seaside





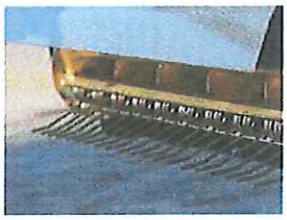
Robust from the ground up

Every part of all BeachTech vehicles is designed to wit
constant contact with abrasive sand, salty air and hig
structural components also remain in good order afte
against corrosion, with a 2-component EP-undercoat
2-component acrylic paint.

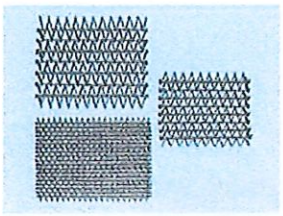


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Standard equipment



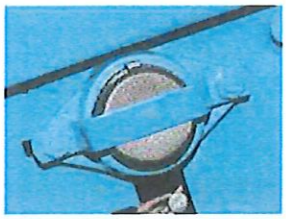
Spring tines
The spring tines can be replaced individually and are very flexible. For low wear and low maintenance costs.



Screening belts with different mesh sizes
Screening belts are available in three different mesh sizes. This means the cleaning concept can be perfectly tailored to the local conditions.

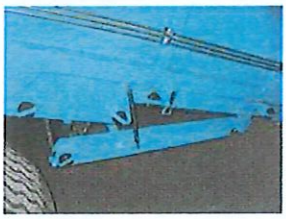


Eccentric shafts
Variety of shapes, diameters and profiles to ensure optimum sand sifting.

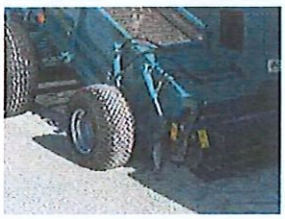


Maintenance-free bearings without lubricating nipples
No need for regular re-lubrication.

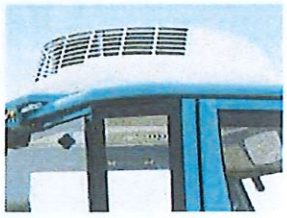
Options



Length compensation system
This system, suitable for the BeachTech 2000 and BeachTech 2800, is equivalent to a screening belt extension of approx. 0.80 m – which corresponds to up to 500 operating hours.



Sensing wheels
These are available for the BeachTech 2000, BeachTech 2800 and BeachTech 3000. They ensure constant depth control on uneven terrain.



Air conditioning
For us the driver is crucial. That's why the BeachTech Marina can be fitted with air conditioning as an optional extra. Ensuring the driver can keep his cool even in the hottest temperatures.



Camera
The optional camera system improves visibility of the pick-up shaft or the collecting tank. This helps the driver to ensure that the correct cleaning height and cleaning mode are selected.

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

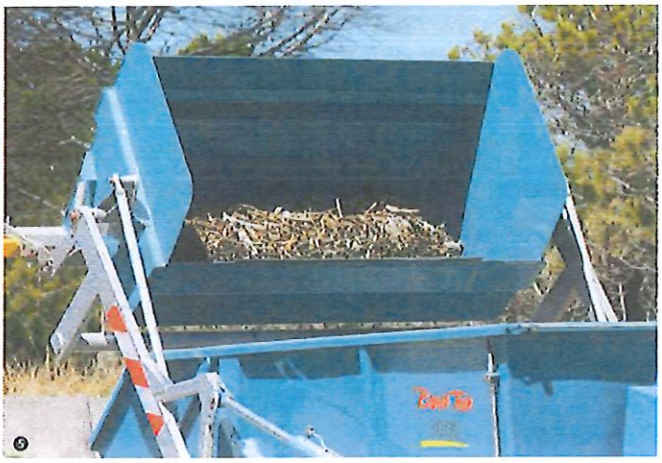
It picks up everything
Whether rubbish, sea

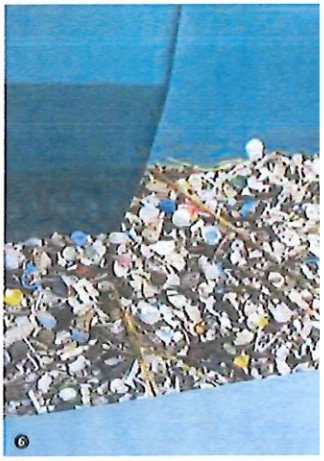
❶ Perfectly cleaned, whether beach, racecourse or wat
❷ Screening belts with customised mesh sizes pick up
❸ Stones of different sizes are no problem thanks to B
❹ BeachTech will also deal with large quantities of sea
❺ Easy unloading into the collecting tank
❻ Even the smallest pieces are reliably collected











Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

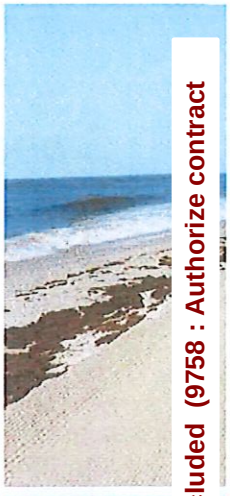
Alternative uses
Many challenges – one vehicle

Oil removal
Raking is counter-productive for beaches contaminated with oil, as the spring tines break up the oil clumps or move them into deeper, clean layers of sand. That's why BeachTech uses no tines for oil removal work and gently scrapes the contaminated surface with the pick-up blade. The oily layer can then be separated from the uncontaminated sand using the proven screening technology and extremely fine screening belts. The majority of the sand can be saved thanks to the patented technology of the BeachTech devices, as the gentle method only removes the uppermost sand layer.

Cleaning racecourses
The BeachTech is also well suited to maintaining paddocks and race tracks due to its extensive experience with sand and its special cleaning technology. Stones and gravel loosened from the subsoil can be reliably removed without losing a lot of sand into the bargain. This is the only way to guarantee the safety of the horses and minimise the risk of injury. A hygienic operation also requires regular removal of horse manure. The excellent manoeuvrability of the self-propelled BeachTech Marina makes it ideal for this sort of work.

Cleaning water filtration basins
The demand for drinking water is particularly high in densely populated areas. Slow sand filtration can significantly increase the volume of water available for extraction without causing a severe drop in the groundwater level. Waterworks close to rivers and lakes often make use of this natural cleaning process, channelling surface water into large man-made infiltration basins. It trickles through the layers of sand into the gravel courses, which act as filters. The filtered water ultimately feeds into underground wells. The large sand filtration areas, however, become overgrown with plants and algae because of the continual watering. Accordingly, the surface must be cleaned at regular intervals.

The BeachTech powerful pick-up motor enables the machine to loosen the ground and reduce plant growth at the same time. In contrast to conventional procedures, use of BeachTech technology means nothing is removed over the years. The combined raking and screening technology removes up to 80 % of weeds and filter residue, radically increasing the service life of the filtration systems. The aeration of the sand also significantly reduces bacterial density.







Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

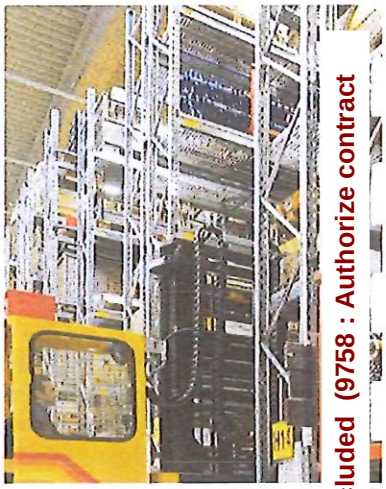
Global service
Representatives in over 40 countries

Always there for you.
Our global sales and service network guarantees rapid assistance and spare part supplies. With representatives in over 40 countries. Our central spare parts warehouse in Laupheim despatches every day. We have more than 16,000 parts in stock here for fast despatch.

Our extensive aftersales services are complemented by an extremely efficient concept of training, advice and swapping experiences. This makes you largely independent. Our training and information centre offers multi-day courses for customer employees, workshop personnel and drivers. Optimum use, servicing, reduced operating costs – that's what we focus on.

For many customers the "first-class service" from Kässbohrer Geländefahrzeug AG is a major factor in their investment decision. Direct contact and local service are right at the top of the list. What our customers value most is direct contact with a skilled expert.

We were able to expand this support concept internationally in the last financial year due to an increase in service staff and workshops.



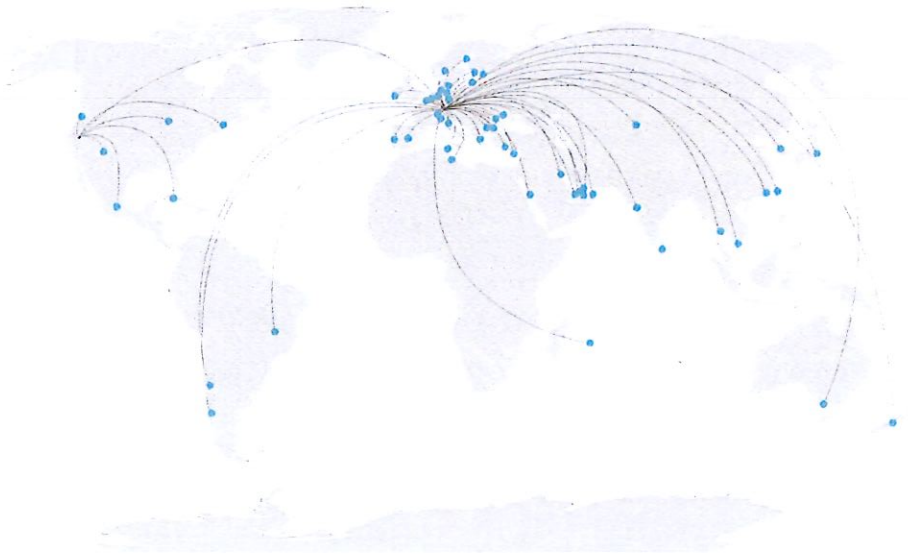




Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

BeachTech®

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract



The global BeachTech network

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BeachTech

KÄSSBOHRER

BeachTech is a registered trademark of Kässbohrer Geländefahrzeug AG.

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

BEACHTECH 280

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ONE FOR ALL

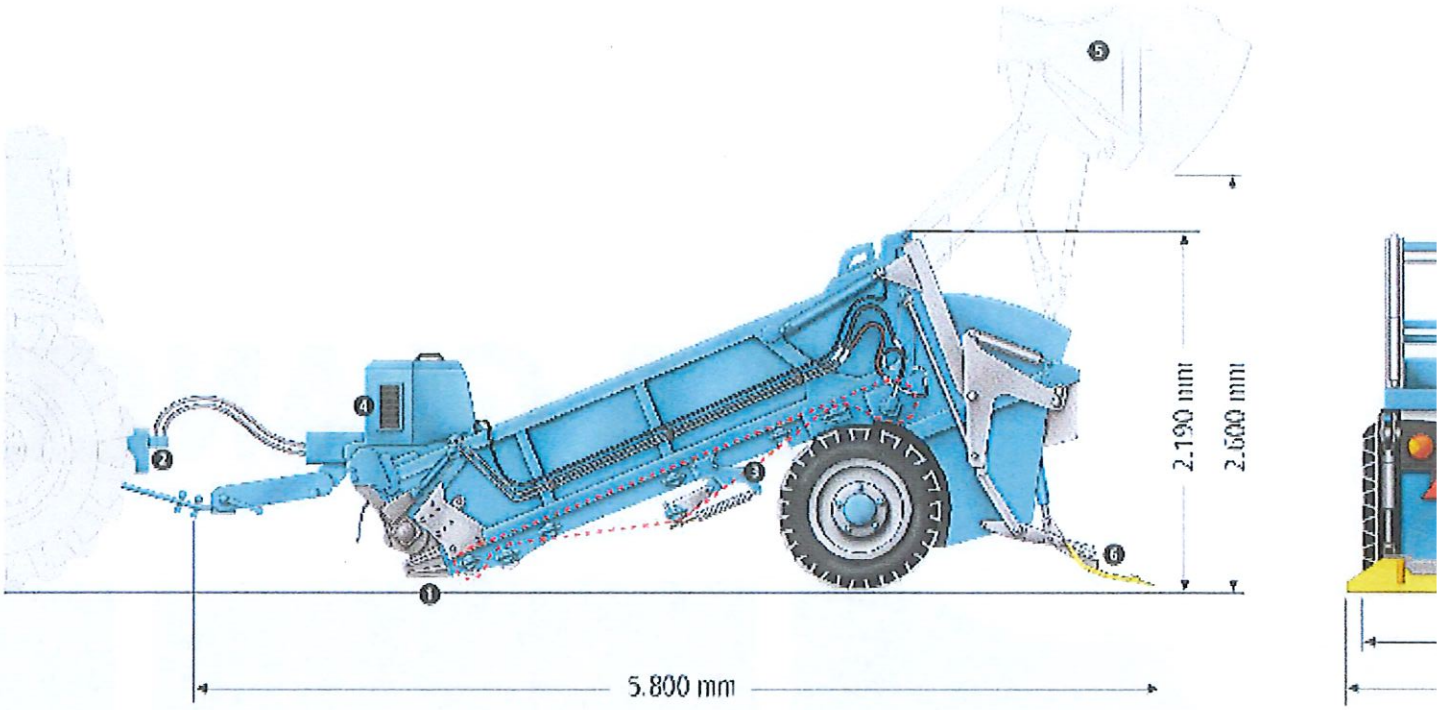
BeachTech 2800 is the all-rounder for medium and large beaches. Despite its compact size the BeachTech 2800 has a broad working width of 2.50 m, resulting in coverage of up to 30,000 m2 per hour. The patented raking, screening and combined cleaning technology guarantees the highest quality and simple operation. Depending on the ground conditions, a working depth can be adjusted up to 30 cm. Thanks to the unloading height of 2.60 m, the collected waste can be tipped directly onto a truck or into a container. The BeachTech 2800 comes as standard with an integrat valve, low-maintenance spline-mounted p broad tyres. The strong drive of the pick-u performance and very thorough sifting - e the BeachTech 2800 is first class: broad, reduces the tractor's fuel consumption.

TECHNOLOGY

Dimensions

Attachment: Hancock County Beach Maintenance Project Manual - Black Diamond Contruction Contract included (9758 : Authorize contract

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DIMENSIONS

Overall length	5,800 mm
Width	2,800 mm
Height	2,190 mm
Working width	2,500 mm

WEIGHT

Net weight	2,500 kg / 5,500 lbs
Payload	2,000 kg / 4,400 lbs
Gross weight limit	4,500 kg / 9,900 lbs

PERFORMANCE DATA

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AT A GLANCE







WORKING WIDTH COVERAGE

Working width 2.50 m for coverage of up to 30,000 m²/h.

SPLINE-MOUNTED PUMP

The low-maintenance spline-mounted pump minimises the turning circle.

TENSION ROLLER

Tensioning c
performance

DOWNLOAD

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BROCHURE

BeachTech 2800

file type: PDF
file size: 5.07 MB

Download

VIDEO

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CONTACT

North America | United States | Region ...

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Fax: +1 775 857 5010
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SERVICE PORTAL SPARE

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SECTION 00550
NOTICE TO PROCEED

Dated: September 10, 2021

Project: Debris Removal Hurricane Ida	Owner: Hancock County Board of Supervisors	Contract No.:
Contract: Debris Removal Hurricane Ida		Engineer's Project No.: 221-064

Bidder: Black Diamond Construction

Bidder's Address: (send Certified Mail, Return Receipt Requested)
P.O. Box 797

Pass Christian, MS 39571

You are notified that on September 2, 2021 the Hancock County Board of Supervisors authorized Black Diamond Construction to proceed with storm related work items under Black Diamond Construction's existing Beach Maintenance Contract (see attached). On or before the date indicated on this Notice to Proceed, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement.

Hancock County Board of Supervisors, Owner

By: _____
Authorized Signature

COUNTY ENG.
Title

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Black Diamond Construction this the 10th day of September.

By _____

Member
Title _____

Attachment: 00550 Notice to Proceed (Executed) (9758 : Authorize contract with Black Diamond for beach debris work)

HANCOCK COUNTY, MISSISSIPPI
SELECTION COMMITTEE RATING FORM
Engineering/Monitoring Scoring
Emergency Hurricane Ida Debris Work

Date: September 2, 2021

CRITERIA	MAXIMUM POINTS
1) Knowledge and experience providing services related to federal grant projects and compliance with public policy;	20
2) Technical competence of staff and principals (qualifications), record of past performance and ability to perform services required;	20
3) Personnel resources and assessment ability, and entity/individual financial and technical resources;	20
4) Contractor integrity;	20
5) Knowledge of and familiarity of projects such as those needed for this project.	20

Name of Responding Entity	Criteria 1 2 3 4 5	Total Points
Compton	20 20 20 20 20	100
Will OBriens	15 18 18 15 18	84
BECC	15 15 15 15 15	75
Tetra Tech	20 20 20 20 20	100

Name of Scorer: Scotty Adam

Signature of Scorer: Scotty Adam

Attachment: Supervisor's Scoring Sheets (9768 : Spread Scoring and Tally Sheets)

HANCOCK COUNTY, MISSISSIPPI
SELECTION COMMITTEE RATING FORM
Engineering/Monitoring Scoring
Emergency Hurricane Ida Debris Work

Date: September 2, 2021

CRITERIA	MAXIMUM POINTS
1) Knowledge and experience providing services related to federal grant projects and compliance with public policy;	20
2) Technical competence of staff and principals (qualifications), record of past performance and ability to perform services required;	20
3) Personnel resources and assessment ability, and entity/individual financial and technical resources;	20
4) Contractor integrity;	20
5) Knowledge of and familiarity of projects such as those needed for this project.	20

Name of Responding Entity	Criteria 1 2 3 4 5	Total Points
TETRA TECH	20 20 20 20 20	100
COMPTON	20 20 19 20 20	99
BE&C	20 20 18 20 20	98
WITT O'BRIENS	20 20 18 20 20	98

Name of Scorer: THERESA RYAN

Signature of Scorer: Theresa Ryan

Attachment: Supervisor's Scoring Sheets (9768 : Spread Scoring and Tally Sheets)

HANCOCK COUNTY, MISSISSIPPI
SELECTION COMMITTEE RATING FORM
Engineering/Monitoring Scoring
Emergency Hurricane Ida Debris Work

Date: September 2, 2021

CRITERIA	MAXIMUM POINTS
1) Knowledge and experience providing services related to federal grant projects and compliance with public policy;	20
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3) Personnel resources and assessment ability, and entity/individual financial and technical resources;	20
4) Contractor integrity;	20
5) Knowledge of and familiarity of projects such as those needed for this project.	20

Name of Responding Entity	Criteria 1 2 3 4 5	Total Points
Compton	20 20 20 20 20	100
BECC	18 18 18 18 20	92
Witt O'Brien's	15 15 15 20 20	85
Tetra Tech/Covington	15 15 20 20 15	85

Name of Scorer: Greg Shaw

Signature of Scorer: Greg Shaw

Attachment: Supervisor's Scoring Sheets (9768 : Spread Scoring and Tally Sheets)

HANCOCK COUNTY, MISSISSIPPI
SELECTION COMMITTEE RATING FORM
Engineering/Monitoring Scoring
Emergency Hurricane Ida Debris Work

Date: September 2, 2021

CRITERIA	MAXIMUM POINTS
1) Knowledge and experience providing services related to federal grant projects and compliance with public policy;	20
2) Technical competence of staff and principals (qualifications), record of past performance and ability to perform services required;	20
3) Personnel resources and assessment ability, and entity/individual financial and technical resources;	20
4) Contractor integrity;	20
5) Knowledge of and familiarity of projects such as those needed for this project.	20

Name of Responding Entity	Criteria 1 2 3 4 5	Total Points
Compton	20 20 20 20 20	100
Witt O'Brien's	17 16 17 15 16	81
BECC	15 20 17 19 15	86
Tetra Tech	20 20 20 20 20	100

Name of Scorer: Darrin Bo Ladner

Signature of Scorer: Darrin Ladner

Attachment: Supervisor's Scoring Sheets (9768 : Spread Scoring and Tally Sheets)

HANCOCK COUNTY, MISSISSIPPI
SELECTION COMMITTEE RATING FORM
Engineering/Monitoring Scoring
Emergency Hurricane Ida Debris Work

Date: September 2, 2021

CRITERIA	MAXIMUM POINTS
1) Knowledge and experience providing services related to federal grant projects and compliance with public policy;	20
2) Technical competence of staff and principals (qualifications), record of past performance and ability to perform services required;	20
3) Personnel resources and assessment ability, and entity/individual financial and technical resources;	20
4) Contractor integrity;	20
5) Knowledge of and familiarity of projects such as those needed for this project.	20

Name of Responding Entity	Criteria 1 2 3 4 5	Total Points
Compton	20 20 20 20 20	100
BECC	15 20 17 19 15	86
Witt Obrien's	17 16 17 15 16	81
Tetra Tech	20 20 20 20 20	100

Name of Scorer: Kodie Koenen

Signature of Scorer: Kodie K

Attachment: Supervisor's Scoring Sheets (9768 : Spread Scoring and Tally Sheets)

HANCOCK COUNTY, MISSISSIPPI
SELECTION COMMITTEE TALLEY

Engineering Scoring
Hurricane Ida
Date: September 2, 2021

Name of Responding Entity	Supervisor's Scores 1 2 3 4 5	Total Points
Compton	99 100 100 100 100	499
WittObrien's	98 85 81 84 81	429
BECC	98 92 86 75 86	437
Tetra Tech	100 85 100 100 100	485

Signature of Supervisors Reflecting Scoring Talley:

District 1: Theresa Ryan
District 2: Meg Shaw
District 3: [illegible]
District 4: Scott Ady
District 5: Darrin Ladner

Attachment: Supervisor's Talley Sheet (9768 : Spread Scoring and Tally Sheets)

HANCOCK COUNTY, MISSISSIPPI
SELECTION COMMITTEE RATING FORM
Engineering/Monitoring Scoring
Emergency Hurricane Ida Debris Work

Date: September 2, 2021

CRITERIA	MAXIMUM POINTS
1) Knowledge and experience providing services related to federal grant projects and compliance with public policy;	**20**
2) Technical competence of staff and principals (qualifications), record of past performance and ability to perform services required;	**20**
3) Personnel resources and assessment ability, and entity/individual financial and technical resources;	**20**
4) Contractor integrity;	**20**
5) Knowledge of and familiarity of projects such as those needed for this project.	**20**

Name of Responding Entity	Criteria 1 2 3 4 5	Total Points
_____	_ _ _ _ _	_____
_____	_ _ _ _ _	_____
_____	_ _ _ _ _	_____
_____	_ _ _ _ _	_____
_____	_ _ _ _ _	_____

Name of Scorer: _____

Signature of Scorer: _____

Attachment: Hurricane Ida Debris Scoring Sheet (9726 : Award RFQ for Hurricane Ida Storm Debris Monitoring Services)

President Joseph R. Biden, Jr. Approves Emergency Declaration for Mississippi

Release Date: August 28, 2021

WASHINGTON -- FEMA announced that federal emergency aid has been made available to the state of Mississippi to supplement state, tribal and local response efforts to the emergency conditions in the areas affected by Hurricane Ida, beginning on Aug. 28 and continuing.

The President's action authorizes FEMA to coordinate all disaster relief efforts which have the purpose of alleviating the hardship and suffering caused by the emergency on the local population, provide appropriate assistance for required emergency measures, authorized under Title V of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, to save lives, protect property, public health and safety and to lessen or avert the threat of a catastrophe.

Specifically, FEMA is authorized to identify, mobilize and provide at its discretion, the equipment and resources necessary to alleviate the impacts of the emergency. Emergency protective measures, including direct federal assistance and reimbursement for mass care, including evacuation and shelter support, will be provided at 75% federal funding. This assistance is for Adams, Amite, Covington, Forrest, Franklin, George, Greene, Hancock, Harrison, Jackson, Jefferson, Jefferson Davis, Jones, Lamar, Lawrence, Lincoln, Marion, Pearl River, Perry, Pike, Stone, Walthall, Wayne and Wilkinson counties and the Mississippi Band of Choctaw Indians.

Thomas J. McCool has been named as the Federal Coordinating Officer for federal response operations in the affected areas.

Attachment: President's Emergency Declaration for MS (9765 : Spread President's Emergency Declaration for Mississippi)

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM A STATE OF EMERGENCY

WHEREAS, on August 27, 2021 the Board of Supervisors of the County of Hancock found that due to the impact (or imminent threat) of HURRICANE IDA a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Hancock County; and WHEREAS, on August 27, 2021 in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County of Hancock to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Emergency Management Director Brian 'Hootie' Adam is thereby designated as the authorized representative of the County of Hancock for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

Date: August 27, 2021

Hancock County Board of Supervisors
Board President, Scotty Adam

Date: August 27, 2021

Hancock County Emergency Management
Authorized Representative, Brian 'Hootie' Adam

State of Mississippi
MEMA DR4 (Rev, 12/01)

Attachment: Resolution Requesting Governor to Proclaim a State of Emergency (9766 : Spread Resolution Requesting Governor to Proclaim a