

# CF (Capital) Contract Details

E-176-16

CFPW16000016

CF  
E-176-16

SERVICE Personal Service Agreement for  
Disaster & Debris Management

NIFS ID #: CFPW16000016 NIFS Entry Date: 2/9/16 Term: from Execution to 12/31/2019

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name <b>Phillips &amp; Jordan, Inc.</b>	Vendor ID# <b>560694573</b>
Address <b>191 P&amp;J Road, P.O. Box 604, Robbinsville, North Carolina, 28771</b>	Contact Person <b>Edd Satterfield</b>
	Phone <b>(828)479-3371</b>

County Department	
Department Contact <b>Brian Schneider</b>	
Address <b>1194 Prospect Avenue, Westbury 11590</b>	
Phone <b>571-9610</b>	

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	5/4/16	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	5/4/16	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	5/5/16	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>			
	County Attorney	CA Approval as to form <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	7/18/16	[Signature]	

# Contract Summary

<b>Description: Personal Services Agreement to Provide Debris Management During Disaster Related Events</b>
<b>Purpose:</b> The County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors (DMCs) to protect the health, safety, and welfare of our community should disaster strike. The DMCs will be called upon to provide Tree Removal, Debris Collection & Transport as well as Site Management, Debris Reduction & Disposal throughout Nassau County as needed.
<b>Method of Procurement:</b>
A qualification based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures and protocols.
<b>Procurement History:</b> A Request for Proposal (RFP) for full service Disaster and Debris Management services aimed at pre-qualifying those firms who can provide the expertise and staffing when called upon prior to and during a disaster related event was prepared by the Department of Public Works. The RFP was advertised on the County's website as well as in Newsday. Ten (10) proposals were received on May 21, 2013 and were reviewed by a Technical Review Committee (TRC) consisting of professional staff from the Department of Public Works who have significant experience in dealing with disaster emergencies consisting of: Richard P. Millet, Deputy Commissioner of Public Works; Brian J. Schneider, Assistant to Deputy Commissioner; Richard Iadevaio, Superintendent of Highway Construction; Michael Fasano, Superintendent of Building Operations and Maintenance; Raymond Iovino, Director, Bureau of Equipment Inventory and Tim Kelly, Hydrogeologist III. Based on the proposals received, the TRC has determined that seven (7) of the ten(10) firms ranked provide the necessary and sufficient expertise, equipment and staffing in strict adherence to Federal Emergency Management Administration (FEMA) guidelines and regulations to service the residents of the County should a disaster strike.
<b>Description of General Provisions:</b> The Agreement calls for a bid breakdown of all inclusive unit prices based on categories of work provided by the Department of Public Works.
<b>Impact on Funding / Price Analysis:</b>
This Agreement will be activated during times of emergency. As such it is anticipated that funds expended will be reimbursed by Federal and/or State Disaster Assistance Agencies. Contract maximum will be capped at \$5,000,000.
<b>Change in Contract from Prior Procurement:</b>
N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	PWFEM
Control:	1000
Resp:	
Object:	DESC5
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	<del>PWFEM/1000/DESC5</del>	\$.01
2	PWGEN0240/DE500	\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$.01</b>

Brian Schneider

Document Prepared By:

Date: 2/6/2015

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	(For Office Use Only)
		E #:

# CF (Capital) Contract Details

**E-200-15**

**CFPW15000022**

SERVICE Personal Services Agreement for  
Disaster & Debris Management

NIFS ID #: CFPW15000022 NIFS Entry Date: 5/11/15 Term: from Execution to 12/31/2018 <sup>2019</sup>

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

## Agency Information

Vendor	
Name <b>Phillips &amp; Jordan, Inc.</b>	Vendor ID# <b>560694573</b>
Address <b>191 P&amp;J Road, P.O. Box 604, Robbinsville, North Carolina, 28771</b>	Contact Person <b>Edd Satterfield</b>
	Phone <b>(828)479-3371</b>

County Department
Department Contact <b>Brian Schneider</b>
Address <b>1194 Prospect Avenue, Westbury 11590</b>
Phone <b>571-9610</b>

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>	6/10/15	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	6/13/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	6/18/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
7/2/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	7/3/15	<i>[Signature]</i>	
7/2/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	7/3/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	7/30/15	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
9/2/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/2/15	<i>[Signature]</i>	

# Contract Summary

<b>Description: Personal Services Agreement to Provide Debris Management During Disaster Related Events</b>
<b>Purpose:</b> The County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors (DMCs) to protect the health, safety, and welfare of our community should disaster strike. The DMCs will be called upon to provide Tree Removal, Debris Collection & Transport as well as Site Management, Debris Reduction & Disposal throughout Nassau County as needed.
<b>Method of Procurement:</b>
A qualification based rating and ranking system of technical and cost proposal in accordance with standard DPW procedures and protocols.
<b>Procurement History:</b> A Request for Proposal (RFP) for full service Disaster and Debris Management services aimed at pre-qualifying those firms who can provide the expertise and staffing when called upon prior to and during a disaster related event was prepared by the Department of Public Works. The RFP was advertised on the County's website as well as in Newsday. Ten (10) proposals were received on May 21, 2013 and were reviewed by a Technical Review Committee (TRC) consisting of professional staff from the Department of Public Works who have significant experience in dealing with disaster emergencies consisting of: Richard P. Millet, Deputy Commissioner of Public Works; Brian J. Schneider, Assistant to Deputy Commissioner; Richard Iadevaio, Superintendent of Highway Construction; Michael Fasano, Superintendent of Building Operations and Maintenance; Raymond Iovino, Director, Bureau of Equipment Inventory and Tim Kelly, Hydrogeologist III. Based on the proposals received, the TRC has determined that seven (7) of the ten(10) firms ranked provide the necessary and sufficient expertise, equipment and staffing in strict adherence to Federal Emergency Management Administration (FEMA) guidelines and regulations to service the residents of the County should a disaster strike.
<b>Description of General Provisions:</b> The Agreement calls for a bid breakdown of all inclusive unit prices based on categories of work provided by the Department of Public Works.
<b>Impact on Funding / Price Analysis:</b>
This Agreement will be activated during times of emergency. As such it is anticipated that funds expended will be reimbursed by Federal and/or State Disaster Assistance Agencies. Contract maximum will be capped at \$5,000,000.
<b>Change in Contract from Prior Procurement:</b>
N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	PWFEM
Control:	1000
Resp:	
Object:	DESC5
Transaction:	

RENEWAL	
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$</b>

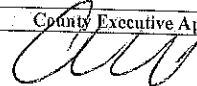
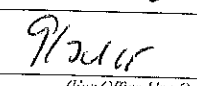
LINE	INDEX/OBJECT CODE	AMOUNT
1	PWFEM/1000/DE5C5	\$01
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$01</b>

Brian Schneider

Document Prepared By:

2/6/2015

Date:

<b>NIFS Certification</b>		<b>Comptroller Certification</b>		<b>County Executive Approval</b>	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name		Name		Date 	
Date		Date		(For Office Use Only)	
E #:					





# Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: PHILLIPS & JORDAN, INC.

2. Dollar amount requiring NIFA approval: \$ \$5,000,000

Amount to be encumbered: \$ \$0.01

This is a ☒ New Contract ☐ Advisement ☐ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: EXEC. TO 12/31/2019

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_

### 4. Funding Source:

☐ General Fund (GEN)  
☐ Capital Improvement Fund (CAP)  
☐ Other

☒ Grant Fund (GRT)

Federal % 90  
State % 10  
County % \_\_\_\_\_

Is the cash available for the full amount of the contract?

☐ Yes ☒ No

If not, will it require a future borrowing?

☒ Yes ☐ No

Has the County Legislature approved the borrowing?

☐ Yes ☒ No ☐ N/A

Has NIFA approved the borrowing for this contract?

☐ Yes ☒ No ☐ N/A

### 5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors (DMCs) to protect the health, safety, and welfare of our community should disaster strike. The DMCs will be called upon to provide Tree Removal, Debris Collection & Transport as well as Site Management, Debris Reduction & Disposal throughout Nassau County as needed.

### 6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

### 7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

nunc

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

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Signature	Title	Date
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Print Name

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## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

☐ I certify that the bonding for this contract has been approved by NIFA.

☐ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

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Signature	Title	Date
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Print Name

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## NIFA

Amount being approved by NIFA: \_\_\_\_\_

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Signature	Title	Date
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Print Name

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**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF PUBLIC WORKS, AND PHILLIPS & JORDAN, INC.

WHEREAS, the County has negotiated a personal services agreement  
with Phillips & Jordan, Inc., in connection with disaster and debris  
management services for the County, a copy of which is on file with the  
Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Phillips & Jordan, Inc.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: Phillips & Jordan, Inc.

CONTRACTOR ADDRESS: 191 P&J Road, P.O. Box 604, Robbinsville, North Carolina, 28771

FEDERAL TAX ID #: 560694573

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**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on May 1, 2013. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on June 24, 2013. Ten (10) proposals were received and evaluated. The Technical Review Committee (TRC) consisting of professional staff from the Department of Public Works who have significant experience in dealing with disaster emergencies consisting of: Richard P. Millet, Deputy Commissioner of Public Works; Brian J. Schneider, Assistant to Deputy Commissioner; Richard Iadevaio, Superintendent of Highway Construction; Michael Fasano, Superintendent of Building Operations and Maintenance; Raymond Iovino, Director, Bureau of Equipment Inventory and Tim Kelly, Hydrogeologist III. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking seven (7) proposers were selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

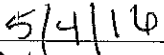
**VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☐ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 03/16



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: Phillips and Jordan, Incorporated

Dated: 4/1/2016

Signed: William T. Phillips, Jr.

Print Name: William T. Phillips, Jr.

Title: CEO & Vice Chairman



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A



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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

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5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

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6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 4/1/2016

Signed:



Print Name:

William T. Phillips, Jr.

Title:

CEO & Vice Chairman

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

# PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name William T. Phillips, Jr.  
Date of birth      /     /       
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address 10201 Parkside Drive, Suite 300  
City/state/zip Knoxville, TN 37922  
Telephone (865) 392-3000  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President      /     /      Treasurer      /     /       
Vice Chairman of Board 04 /       / 1997 Shareholder      /     /       
Chief Exec. Officer 02 /       / 2009 Secretary      /     /       
Chief Financial Officer      /     /      Partner      /     /       
Vice President      /     /      \_\_\_\_\_/     /       
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO X If Yes, provide details. \_\_\_\_\_
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO X If Yes, provide details. \_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_ NO X ;  
If Yes, provide details. \_\_\_\_\_

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES \_\_\_\_ NO X  
If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO X If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO X If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO X If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO X If Yes, provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO X If Yes, provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO X If Yes, provide details for each such year.

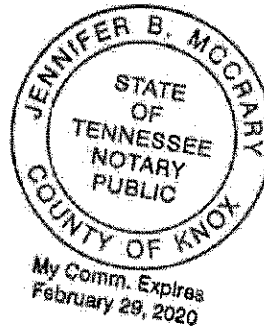
**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, William T. Phillips, Jr., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of April 2016

Jennifer B. McClary  
Notary Public



Phillips and Jordan, Incorporated  
Name of submitting business

William T. Phillips, Jr.  
Print name  
William T. Phillips Jr  
Signature

CEO & Vice Chairman  
Title

4 / 01 / 2016  
Date

# Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable."**  
**No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 4/1/2016

1) Proposer's Legal Name: Phillips and Jordan, Incorporated

2) Address of Place of Business: 10201 Parkside Drive, Suite 300, Knoxville, TN 37922

List all other business addresses used within last five years:

6621 Wilbanks Road, Knoxville, TN 37912

3) Mailing Address (if different): PO Box 52050, Knoxville, TN 37950

Phone : (865) 688-8342

Does the business own or rent its facilities? Own.....

4) Dun and Bradstreet number: 003845336

5) Federal I.D. Number: 56-0694573

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_



- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No \_\_\_\_ If Yes, provide details. \_\_\_\_\_  
Please see attached list of affiliates. (Attachment A) \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes \_\_\_\_ No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes \_\_\_\_ No X If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes \_\_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes \_\_\_\_ No X If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes \_\_\_\_ No X

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or  
regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such  
occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated  
business had any sanction imposed as a result of judicial or administrative proceedings with  
respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for  
each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to  
pay any applicable federal, state or local taxes or other assessed charges, including but not  
limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each  
such year. Provide a detailed response to all questions checked "YES". If you need more  
space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space,  
photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no  
conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has  
that may create a conflict of interest or the appearance of a conflict of interest in  
acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County  
public servant that may create a conflict of interest or the appearance of a conflict  
of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or  
the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the  
County that a conflict of interest would not exist for your firm in the future.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. (See Attachment B)

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; 1952
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; William T. Phillips, Sr.
- iii) Name, address and position of all officers and directors of the company; (See Attachment D)
- iv) State of incorporation (if applicable); North Carolina
- v) The number of employees in the firm; 1,059
- vi) Annual revenue of firm; \$339,000,000
- vii) Summary of relevant accomplishments (See Attachment B)
- viii) Copies of all state and local licenses and permits. (See Attachment E)

- B. Indicate number of years in business. 60 +

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. (See Attachment B and F)

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Suffolk County NY, Department of Public Works

Contact Person Ed Barnes

Address 335 Yaphank Avenue

City/State Yaphank, NY

Telephone (631) 853-5748

Fax # (631) 852-4057

E-Mail Address ed.barnes@suffolkcountyny.gov

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Company Town of Brookhaven, NY, Safety & Emergency Management

Contact Person Dan Sicilian

Address 1 Independence Hill

City/State Farmingville, NY 11738

Telephone (631) 451-2363

Fax # (631) 451-9047

E-Mail Address dsicilian@brookhaven.org

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Company Solid Waste Authority of Palm Beach County

Contact Person John Archambo

Address 7501 North Job Road

City/State West Palm Beach, FL

Telephone (561) 697-2700 ext. 4725

Fax # (561) 640-3400

E-Mail Address jarchambo@swa.org

# CERTIFICATION

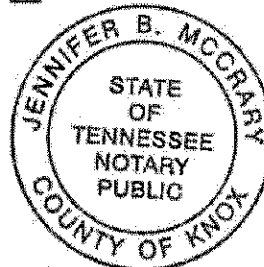
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, William T. Phillips, Jr., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of April

2016

Jennifer B. McCrary  
Notary Public



Name of submitting business: Phillips and Jordan, Incorporated

My Comm. Expires  
February 28, 2020

By: William T. Phillips, Jr.

Print name

William T. Phillips Jr  
Signature

CEO & Vice Chairman

Title

4 / 1 / 2016  
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Phillips and Jordan, Incorporated

Address: 10201 Parkside Drive, Suite 300

City, State and Zip Code: Knoxville, TN 37922

2. Entity's Vendor Identification Number: 56-0694573

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See Attachment D

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

William T. Phillips, Sr.

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See Attachment A - No affiliates will take part in the performance of this contract.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

N/A

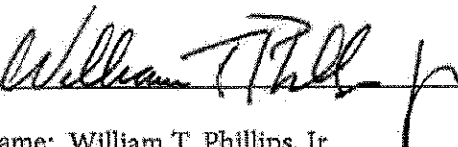
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 4/1/2016

Signed: 

Print Name: William T. Phillips, Jr.

Title: CEO & Vice Chairman



**Page 4 of 4**

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Chairman  
CEO & Vice Chairman  
President  
Senior Vice President & Corporate Secretary  
Vice President, CFO & Treasurer

NAME	TITLE	BUSINESS ADDRESS
William T. Phillips, Sr.	Chairman	8940 Gall Blvd., Zephyrhills, FL 33541
William T. Phillips, Jr.	CEO & Vice Chairman	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
J. Patrick McMullen	President	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Connie H. Nichols	Senior Vice President & Corporate Secretary	10118 Parkside Drive, Suite 106, Knoxville, TN 37922
John D. Lawrence	Vice President, CFO & Treasurer	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Ronnie Jordan	Vice President	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Dudley Orr	Vice President	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Steve D. Thompson	Vice President	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Max G. Morton	Vice President	2100 Fairfax Rd., Ste. 101D, Greensboro, NC 27407
R. Page Riley	Vice President	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
John West	Vice President	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
David Edd Satterfield	Vice President	2100 Fairfax Rd., Ste. 101D, Greensboro, NC 27407
Eric Hedrick	Vice President	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Dale Joiner	Vice President	191 P&J Road, Robbinsville, NC 28771
Morgan Pierce	Vice President	114 Riverbend Dr., Douglas, WY 82633
Gerry Arvidson	Vice President	8940 Gall Blvd., Zephyrhills, FL 33541
Jerry Hill	Vice President	9212 Falls of Neuse Road, Suite 221, Raleigh, NC 27615
Scott Lee Moss	Asst. Vice President	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Art Phelps	Asst. Vice President	6631 Wilbanks Rd., Knoxville, TN 37912
Sharon M. Simpson	Assistant Secretary	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Janet D. Crisp	Assistant Secretary	8940 Gall Blvd., Zephyrhills, FL 33541
Dorinda A. Futch	Assistant Secretary	10118 Parkside Drive, Suite 106, Knoxville, TN 37922
Christina M. Eddings	Assistant Secretary	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
Phyllis Jordan	Assistant Secretary	8940 Gall Blvd., Zephyrhills, FL 33541
Angela Kay Sparrow	Assistant Secretary	10201 Parkside Drive, Suite 300, Knoxville, TN 37922
		2100 Fairfax Rd., Ste. 101D, Greensboro, NC 27407

<b><u>Directors:</u></b>	<b><u>Title</u></b>
William T. Phillips, Sr.	Chairman
William T. Phillips, Jr.	Vice Chairman
Avis A. Phillips	Director
J. Patrick McMullen	Director
Connie H. Nichols	Director
Ben R. Turner	Director
Lesca P. Whitson	Director

**BUSINESS ADDRESS**  
 39940 Gall Blvd., Zephyrhills, FL 33541  
 60201 Parkside Drive, Suite 300, Knoxville, TN 37922  
 40118 Parkside Drive, Suite 106, Knoxville, TN 37922  
 60201 Parkside Drive, Suite 300, Knoxville, TN 37922  
 40118 Parkside Drive, Suite 106, Knoxville, TN 37922  
 39940 Gall Blvd., Zephyrhills, FL 33541  
 60201 Parkside Drive, Suite 300, Knoxville, TN 37922

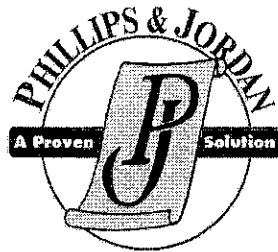
**Affiliates**

- 1 1985 Phillips and Jordan, Inc.  
DBA Ryals-Phillips Joint Venture  
6621 Wilbanks Road  
Knoxville, TN 37950  
63-915744  
Improve and sell real property in  
Jefferson County, AL  
Joint Venture Partner  
Phillips and Jordan, Inc. owns 50%
  
- 2 1986 Florida Woodlands, Inc.  
412 NE 16th Avenue  
Gainesville, FL 32602  
59-2358647  
Real estate brokerage company  
C Corporation  
Phillips and Jordan, Inc. owns 50%  
of the common stock
  
- 3 1995 St. Andrews, LLC  
7216 Wellington Drive  
Knoxville, TN 37919  
62-1586336  
Venture to improve and sell real  
estate property in Knox County, TN  
Joint Venture Partner  
Phillips and Jordan, Inc. owns 50%
  
- 4 2004 Wilbanks, LLC  
6621 Wilbanks Road  
Knoxville, TN 37912  
20-1986614  
Owns/leases real estate in Knox Co, TN  
Single member LLC/Subsidiary
  
- 5 2004 Zephyrhills, LLC  
8940 Gall Boulevard  
Zephyrhills, FL 33544  
20-2294478  
Owns/leases real estate in Pasco County, FL  
Single member LLC/Subsidiary
  
- 6 2004 US 98, LLC  
8940 Gall Boulevard  
Zephyrhills, FL 33544  
20-2326692  
Owns/leases real estate in Pasco County, FL  
Single member LLC/Subsidiary
  
- 7 2004 Rhodine Pit, LLC  
8940 Gall Boulevard  
Zephyrhills, FL 33544

20-2295682

Owns borrow pit in Hillsborough, FL  
Single member LLC/Subsidiary

- 8 2009 Snowbird Excavating, LLC  
One Hibiscus Alley  
St. Thomas, US Virgin Islands 00802  
66-0731981  
Heavy construction  
Single member LLC/Subsidiary
- 9 2011 P&J Energy Services, LLC  
6621 Wilbanks Road  
Knoxville, TN 37912  
45-3068160  
Investor in Hydrozonix  
Single member LLC/Subsidiary
- 10 2010 P&J Energy Services, Inc.  
2500,450 - 1st Street SW  
Calgary, Alberta T2P5H1  
2015410349  
Canadian construction  
Wholly owned subsidiary
- 11 2011 CCB Resources, LLC  
132 Riverstone Terrace, Suite 103  
Canton, GA 30114  
45-3250313  
Coal Combustion Management  
Partnership - Phillips & Jordan owns 45%



### Affiliates

- |  |  |
|--|--|
| <p>1 1985 Phillips and Jordan, Inc.<br/>DBA Ryals-Phillips Joint Venture<br/>6621 Wilbanks Road<br/>Knoxville, TN 37950<br/>63-915744<br/>Improve and sell real property in<br/>Jefferson County, AL<br/>Joint Venture Partner<br/>Phillips and Jordan, Inc. owns 50%</p> <p>2 1986 Florida Woodlands, Inc.<br/>412 NE 16th Avenue<br/>Gainesville, FL 32602<br/>59-2358647<br/>Real estate brokerage company<br/>C Corporation<br/>Phillips and Jordan, Inc. owns 50%<br/>of the common stock</p> <p>3 1995 St. Andrews, LLC<br/>7216 Wellington Drive<br/>Knoxville, TN 37919<br/>62-1586336<br/>Venture to improve and sell real<br/>estate property in Knox County, TN<br/>Joint Venture Partner<br/>Phillips and Jordan, Inc. owns 50%</p> <p>4 2004 Wilbanks, LLC<br/>6621 Wilbanks Road<br/>Knoxville, TN 37912<br/>20-1986614<br/>Owns/leases real estate in Knox Co, TN<br/>Single member LLC/Subsidiary</p> <p>5 2004 Zephyrhills, LLC<br/>8940 Gall Boulevard<br/>Zephyrhills, FL 33544<br/>20-2294478<br/>Owns/leases real estate in Pasco County, FL<br/>Single member LLC/Subsidiary</p> | <p>6 2004 US 98, LLC<br/>8940 Gall Boulevard<br/>Zephyrhills, FL 33544<br/>20-2326692<br/>Owns/leases real estate in Pasco County, FL<br/>Single member LLC/Subsidiary</p> <p>7 2004 Rhodine Pit, LLC<br/>8940 Gall Boulevard<br/>Zephyrhills, FL 33544<br/>20-2295682<br/>Owns borrow pit in Hillsborough, FL<br/>Single member LLC/Subsidiary</p> <p>8 2009 Snowbird Excavating, LLC<br/>One Hibiscus Alley<br/>St. Thomas, US Virgin Islands 00802<br/>66-0731981<br/>Heavy construction<br/>Single member LLC/Subsidiary</p> <p>9 2011 P&amp;J Energy Services, LLC<br/>6621 Wilbanks Road<br/>Knoxville, TN 37912<br/>45-3068160<br/>Investor in Hydrozonix<br/>Single member LLC/Subsidiary</p> <p>10 2010 P&amp;J Energy Services, Inc.<br/>2500,450 - 1st Street SW<br/>Calgary, Alberta T2P5H1<br/>2015410349<br/>Canadian construction<br/>Wholly owned subsidiary</p> <p>11 2011 CCB Resources, LLC<br/>132 Riverstone Terrace, Suite 103<br/>Canton, GA 30114<br/>45-3250313<br/>Coal Combustion Management<br/>Partnership - Phillips &amp; Jordan owns 45%</p> |
|--|--|

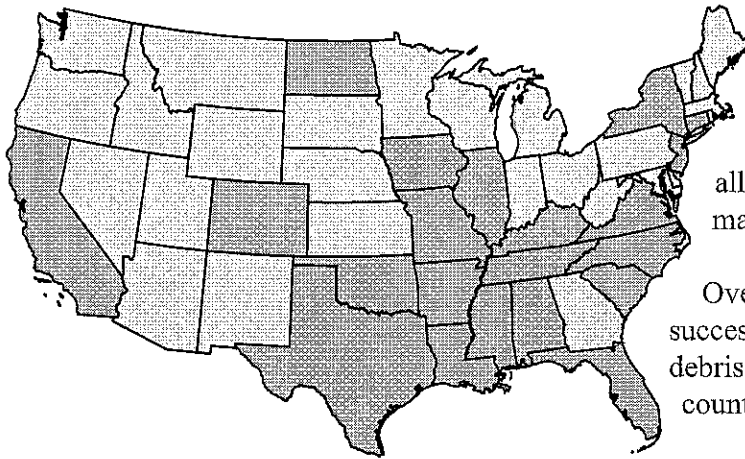


## Phillips & Jordan, Inc.

### Past Performance

### Experience Providing Disaster Debris Management Services

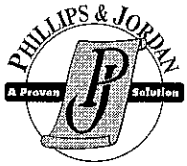
Over the course of our history, Phillips & Jordan has been tasked with response to a wide range of disasters including tornadoes, snow/ice storms, flooding, tropical storm systems, landslides, oil spills, removal and reduction of diseased trees, coal fly ash slurry releases, collection and incineration of diseased animal carcasses, and terrorist attacks (World Trade Center 9/11/2001) - all of which required complex debris stream management.



Phillips & Jordan had performed disaster debris management projects located in 21 states over the past 36 years.

Over the past decade, Phillips & Jordan has successfully managed over 90 individual disaster debris management projects for federal, state, county, and city customers located throughout the United States as illustrated in the table below. 23 of these projects alone involved the removal and disposal of 39,984,707 cubic yards of disaster-related debris.

Year	Customer	Event	Type of Work	Amount
2014	South Carolina DOT	Winter Ice Storm	Debris Removal, Reduction, & Hangers	\$ 9,821,879
2014	Orange Co., NC	Winter Ice Storm	Debris Reduction	\$ 697,610
2014	City of Burlington, NC	Winter Ice Storm	Debris Removal	\$ 1,941,112
2014	Town of Mebane, NC	Winter Ice Storm	Debris Removal	\$ 206,925
2014	Town of Haw River, NC	Winter Ice Storm	Debris Removal	\$ 26,844
2014	Hillsborough, NC	Winter Ice Storm	Debris Removal	\$ 53,785
2014	Town of Elon, NC	Winter Ice Storm	Debris Removal	\$ 98,861
2014	Village of Alamance, NC	Winter Ice Storm	Debris Removal	\$ 6,543
2014	Colorado DOT	Flood	Debris Removal	\$ 7,429,000
2012	Borough of Avalon, NJ	Hurricane Sandy	Debris Removal	\$ 394,024
2012	Town of Brookhaven, NY	Hurricane Sandy	Debris Removal	\$ 6,700,086
2012	Suffolk County, NY	Hurricane Sandy	Debris Removal	\$ 3,826,152
2012	City of Westwego, LA	Hurricane Isaac	Debris Removal	\$ 44,119
2012	Terrebonne Parish, LA	Hurricane Isaac	Debris Removal	\$ 510,124
2012	City of Chesapeake, VA	Tornado	Debris Removal	\$ 132,626
2011	City of Raleigh, NC	Hurricane Irene	Debris Reduction	\$ 39,600



## Phillips & Jordan, Inc.

### Past Performance

Year	Customer	Event	Type of Work	Amount
2011	Town of Granby, CT	Hurricane Irene	Debris Removal	\$ 1,617,107
2011	VDOT, Brunswick Co, VA	Hurricane Irene	Debris Removal	\$ 126,761
2011	VDOT, Dinwiddie Co, VA	Hurricane Irene	Debris Removal	\$ 1,447,219
2011	VDOT, Prince George Co, VA	Hurricane Irene	Debris Removal	\$ 1,072,955
2011	Suffolk Co, NY	Hurricane Irene	Debris Reduction	\$ 843,550
2011	NCDOT, Martin Co, NC	Hurricane Irene	Debris Removal	\$ 38,119
2011	NCDOT, Jones Co, NC	Hurricane Irene	Debris Removal	\$ 272,029
2011	City of Portsmouth, VA	Hurricane Irene	Debris Removal	\$ 204,825
2011	City of Chesapeake, VA	Hurricane Irene	Debris Removal	\$ 481,411
2011	City of Virginia Beach, VA	Hurricane Irene	Debris Removal	\$ 2,959,676
2011	City of Franklin, VA	Hurricane Irene	Debris Removal	\$ 157,856
2011	City of Norfolk, VA	Hurricane Irene	Debris Removal	\$ 443,303
2011	Ward Co., ND	Flood	Debris Removal	\$ 494,531
2011	Weston Solutions - Joplin, MO	Tornado	Debris Removal	\$ 36,120,816
2011	Monroe Co., MS	Tornado	Debris Removal	\$ 653,214
2011	USACE - Alabama	Tornadoes	Debris Removal, Reduction, & Disposal	\$ 164,682,726
2011	Wake Co, NC	Tornado	Debris Removal	\$ 310,864
2011	City of Raleigh, NC	Tornado	Debris Removal & Reduction	\$ 2,091,613
2010	Miller Environmental Group, Deepwater Horizon	Oil Spill	Monitoring & Collection	\$ 9,236,787
2009	East Baton Rouge Schools, LA	Hurricane	Debris Removal	\$ 105,634
2009	NCDOT, I-40 MM2	Rockslide	Debris Removal & Wall Stabilization	\$ 2,463,504
2009	Cherokee Co., OK	Ice Storm	Debris Removal	\$ 1,516,437
2009	State of Kentucky	Ice Storm	Debris Removal	\$ 3,439,000
2009	NCDOT, I-40 MM2.45	Rockslide	Debris Removal & Wall Stabilization	\$ 9,683,880
2008	USACE - Delaware Water Gap	River Debris	Debris Removal	\$ 435,986
2008	City of New Roads, LA	Hurricane	Debris Removal	\$ 527,979
2008	Avoyelles Parish, LA	Hurricane	Debris Removal	\$ 627,241
2008	USACE - Louisiana	Hurricane	Debris Removal	\$ 984,223
2008	Pointe Coupee Parish, LA	Hurricane	Debris Removal	\$ 7,265,291
2007	City of Oklahoma City, OK	Ice Storm	Debris Removal	\$ 4,645,677
2007	City of Muskogee, OK	Ice Storm	Debris Removal	\$ 5,677,354
2006	City of Coral Springs, FL	Hurricane	Debris Removal	\$ 486,211
2006	City of Lackawanna, NY	Snow Storm	Debris Removal	\$ 802,165
2006	City of Buffalo, NY	Snow Storm	Debris Removal	\$ 11,042,925
2006	City of New York, NY	Forensic Recovery	Forensic Recovery	\$ 9,500,000



### Detailed Project Descriptions

Project Information Sheets for the following examples of disaster debris management projects previously executed by Phillips & Jordan are presented on the following pages:

- South Carolina Winter Ice Storm (2014)
- Burlington, North Carolina Ice Storm (2014)
- Colorado Flood (2013)
- Hurricane Sandy (2012)
- Raleigh, North Carolina Tornado (2011)
- Joplin, Missouri Tornado (2011)
- State of Alabama Tornadoes (2011)
- Hurricane Irene (2011)
- Cherokee County/Tahlequah, Oklahoma Ice Storm (2009)
- Hurricanes Gustav & Ike (2008)
- Buffalo, New York Ice Storm (2006)
- Hurricanes Katrina & Rita (2005)
- Hurricane Wilma (2005)
- Hurricanes Frances & Jeanne (2004)
- Hurricane Charley (2004)
- Hurricane Ivan (2004)

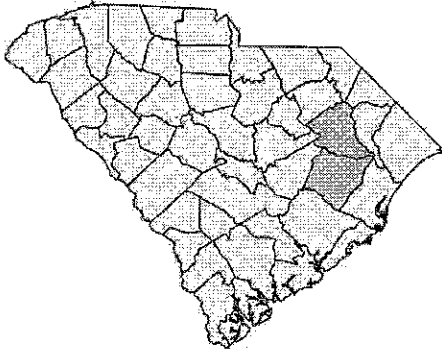




## Phillips & Jordan, Inc.

Past Performance

### South Carolina DOT Winter Ice Storm



**Start Date:**

February 2014

**Debris Volume:**

255,661 CY

52,659 Hazardous Limbs

262 Hazardous Trees

**Completion Date:**

May 2014

**Dollar Amount Invoiced:**

\$9,821,879

**Phillips & Jordan's Role:**

Prime Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Eric Hedrick

Heath Stone

Jake Hedrick

Clint Stephens

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Following the ice storm that struck the state of South Carolina in February of 2014, Phillips & Jordan responded to perform debris removal and disposal services in two counties (Williamsburg and Florence). Phillips & Jordan mobilized equipment and manpower as soon as a Notice to Proceed was given and began operations of cutting and removing hazardous limbs and trees from public right-of-ways and public access areas that were maintained by South Carolina Department of Transportation. A total of 52, 659 hazardous limbs and 262 hazardous trees were cut and removed. A total of 255,661 cubic yards of vegetative debris was collected, hauled, and reduced via grinding during the project across the two counties.



## Phillips & Jordan, Inc.

### Past Performance

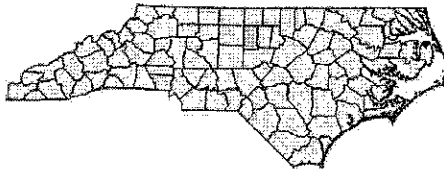
## City of Burlington, North Carolina Ice Storm

### Start Date:

March 2014

### Debris Volume:

183,124 CY



### Completion Date:

May 2014

### Dollar Amount Invoiced:

\$1,941,112

### Phillips & Jordan's Role:

Prime Contractor

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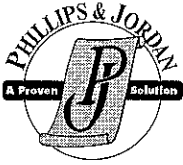
### Key Phillips & Jordan Personnel Assigned to Project:

Sonny Carrell

Carter Miller

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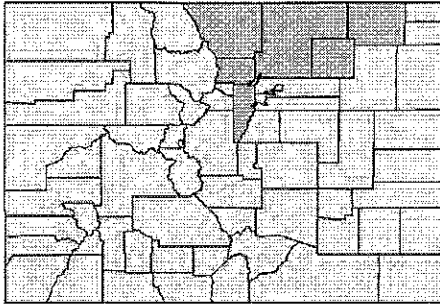
As a result of having a pre-position debris removal contract, Phillips & Jordan was contacted by the City of Burlington to help assess the damage caused by a fast moving ice storm early in March of this year. Due to the cities mature tree canopy throughout the city it was necessary to activate the contract and get the downed limbs picked up. Using the city's trash collection routes, we were able to quickly get crews working in all areas of the city. Burlington had identified two potential debris reduction sites which helped expedite the process and with one located on either side of the city helped to make quick work of picking up and grinding the debris.



## Phillips & Jordan, Inc.

### Past Performance

## Colorado DOT Debris Removal from Flooding



### Start Date:

November 2013

### Debris Volume:

149,562 CY

### Completion Date:

April 2014

### Dollar Amount Invoiced:

\$7,429,000

### Phillips & Jordan's Role:

Prime Contractor

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### Key Phillips & Jordan Personnel Assigned to Project:

Rex Wilson

Eric Hedrick

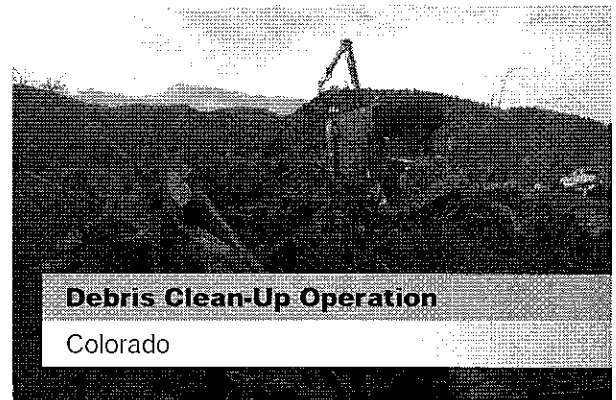
Mark Jones

Ariel Rivera

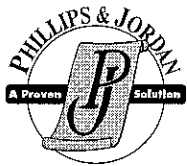
Clint Stevens

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Phillips & Jordan was contracted by the Colorado Department of Transportation (CDOT) to support recovery efforts after record rainfall in August of 2013 caused extensive flood damage throughout the Frontline and Foothills areas of Colorado. The majority of the debris that required removal was compacted under state maintained highway bridges by powerful water currents in the streams below. Special techniques were developed by Phillips & Jordan to loosen and remove the compacted debris without causing additional damage to the bridges. Debris removal operations at many of the impacted bridges was complicated due to the presence of moving and nearly frozen water in the stream channels, and the fact that the operations were conducted during the winter season. In addition to bridge clearing work, Phillips & Jordan also removed flood generated debris from stream channels and public right-of-ways.



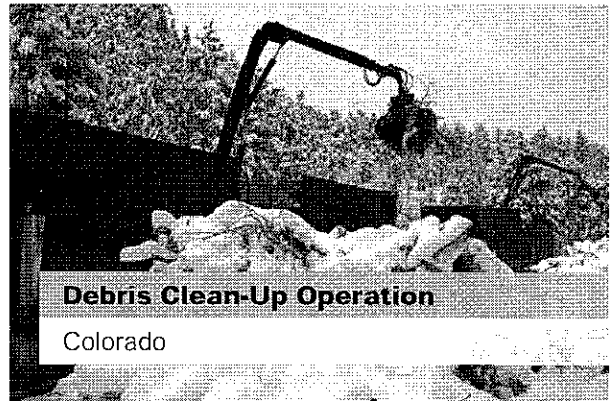
Bridge clearing and debris removal operations were conducted throughout six counties in northeastern Colorado (Boulder, Jefferson, Larimer, Logan, Morgan, and Weld). Some of the nation's top trout streams are located in these counties and therefore debris removal operations were designed and implemented to minimize environmental impacts on these sensitive waterways. At the conclusion of the project, Phillips & Jordan had collected and processed



## Phillips & Jordan, Inc.

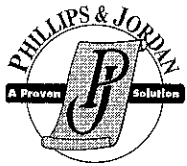
### Past Performance

149,562 cubic yards of debris which included woody vegetation, rocks, and sediment. A majority of the approximately 5,000 cubic yards of rock and sediment debris was reduced after collection and provided to CDOT for re-use during future road and stream bank restoration projects.



**Debris Clean-Up Operation**

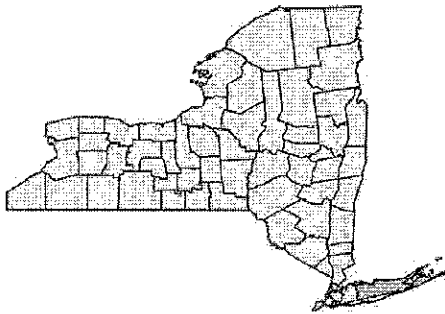
Colorado



## Phillips & Jordan, Inc.

Past Performance

### Hurricane Sandy



**Start Date:**

November 2012

**Debris Volume:**

~200,000 cubic yards

**Completion Date:**

January 2013

**Dollar Amount Invoiced:**

\$5,373,892 (City of Brookhaven)

\$4,397,654 (Suffolk County)

**Phillips & Jordan's Role:**

Lead General Contractor

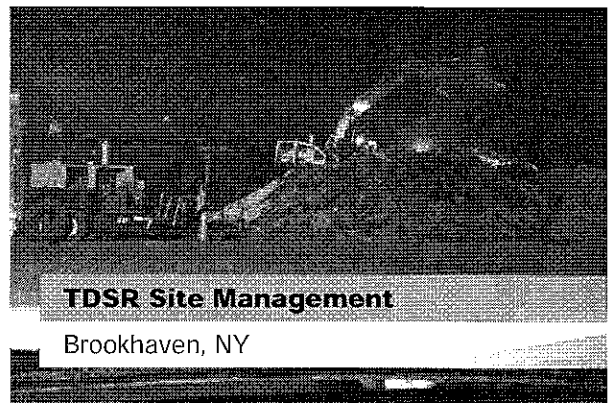
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#### Key Phillips & Jordan Personnel Assigned to Project:

Rex Wilson

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The most recent disaster for which Phillips & Jordan provided recovery support involved Hurricane Sandy in October 2012 which affected 24 states with particularly severe damage in New Jersey and New York, and was the second-costliest hurricane in United States history (\$53B) – only surpassed by Hurricane Katrina (\$81B). The company was contracted by the Borough of Avalon, New Jersey and Suffolk County, New York (including the Town of Brookhaven) to collect storm debris, remove and reduce vegetative debris, and accomplish temporary repairs at several beach access points. Over 200,000 cubic yards of debris was collected from right-of-ways throughout various townships in Suffolk County, and a large debris reduction effort was conducted at a facility in Brookhaven utilizing 4 air-curtain incinerators and support equipment to reduce +500,000 cubic yards of debris transported to the facility from various agencies within Suffolk County.





## Phillips & Jordan, Inc.

### Past Performance

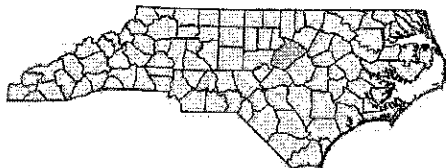
## Raleigh, North Carolina Tornado

### Start Date:

April 2011

### Debris Volume:

~325,000 cubic yards



### Completion Date:

June 2011

### Dollar Amount Invoiced:

\$2,091,613

### Phillips & Jordan's Role:

Lead General Contractor

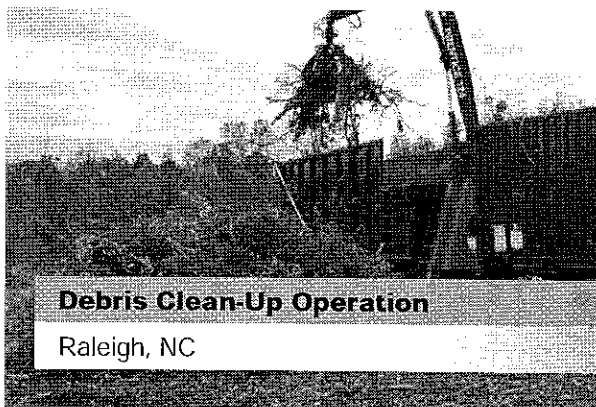
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### Key Phillips & Jordan Personnel Assigned to Project:

David Haney

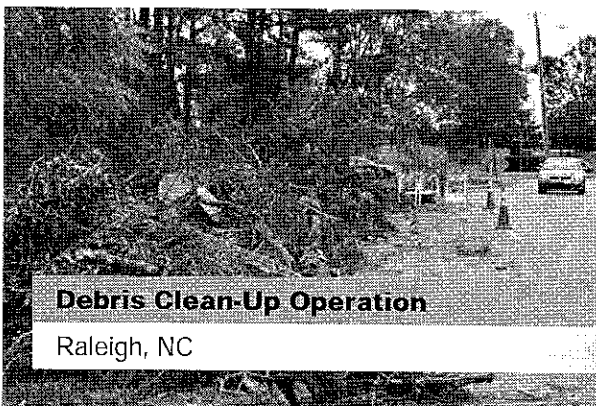
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On April 16th a tornado caused large-scale destruction throughout the Raleigh, North Carolina metropolitan area destroying or severely damaging hundreds of homes and leaving thousands without power. Through a pre-position contract, Phillips & Jordan supplied equipment and manpower to manage disaster recovery efforts and segregate, collect, haul, and reduce debris generated by the tornado. Within days of the event, Phillips & Jordan mobilized to Raleigh and began the collection and hauling of debris to a Debris Management Site (DMS). Within 30 days, more than 100,000 cubic yards of debris had been successfully removed from public property within the city, averaging more than 3 times the minimum daily amount specified in the contract. In addition, Phillips & Jordan set up grinding operations at the DMS to reduce the quantity of collected vegetative debris, and transported the processed material from the DMS to a final disposal site. By the end of the recovery mission, Phillips & Jordan had collected and processed ~325,000 cubic yards of debris from the city and surrounding county.



**Debris Clean-Up Operation**

Raleigh, NC



**Debris Clean-Up Operation**

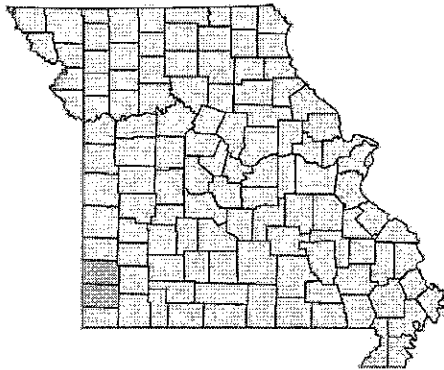
Raleigh, NC



## Phillips & Jordan, Inc.

### Past Performance

## Joplin, Missouri Tornado



#### Start Date:

May 2011

#### Debris Volume:

~1,170,000 cubic yards

#### Completion Date:

August 2011

#### Dollar Amount Invoiced:

\$36,120,816

#### Phillips & Jordan's Role:

Subcontractor

### Key Phillips & Jordan Personnel Assigned to Project:

Edd Satterfield

Dustin Haunhorst

Rex Wilson

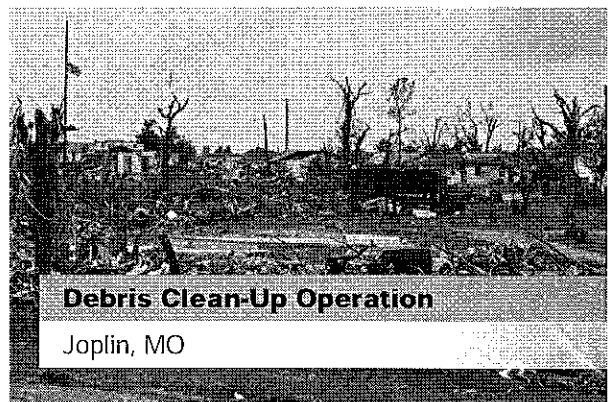
On May 22nd 2011 an EF-5 tornado struck Joplin, Missouri destroying more than 8,000 buildings and homes, knocking out power and phone services, overturning vehicles, splintering or uprooting trees, and killing more than 150 people. In response to the devastation that measured 6 miles long and more than  $\frac{3}{4}$  of a mile wide, the USACE activated a Rapid Response Contract for the region. Phillips & Jordan was retained as a subcontractor by Weston Solutions, the USACE's Rapid Response Contractor, and activated previously uncommitted resources to begin the clean-up and recovery mission. After establishing a command post within the City of Joplin, Phillips & Jordan began checking in trucks and collecting debris within 24 hours after receiving the Notice to Proceed (NTP).

Within 48 calendar days following issuance of the NTP, more than 1,170,000 cubic yards of debris was segregated and hauled from public streets and right-of-ways. Vegetative debris was transported to the DMS established for the project where it was offloaded and subsequently chipped. Over 182,000



**Debris Clean-Up Operation**

Joplin, MO



**Debris Clean-Up Operation**

Joplin, MO



## Phillips & Jordan, Inc.

### Past Performance

cubic yards of wood chips were beneficially reused as landfill cover, mulch, and site substrate. During the recovery mission, the Phillips & Jordan workforce performed debris removal activities, including Personal Property Debris Removal (PPDR) in conjunction with a Right-of-Entry program, and worked closely with representatives from the USACE, FEMA, the Missouri National Guard, and the City of Joplin. A significant effort was made by Phillips & Jordan to ensure that local participation in the recovery mission was maximized. This effort included retention of 461 haul units licensed in the State of Missouri that hauled 46.2% of the total debris, and direct hire of 116 local workers to support quality control activities.

The work activities in Joplin and Alabama (previous description), separated by over 500 miles, were performed simultaneously by Phillips & Jordan and demonstrates that our organization has the people, equipment, training, and capability to successfully and efficiently respond to disasters of any size, in any region, and for multiple events simultaneously.



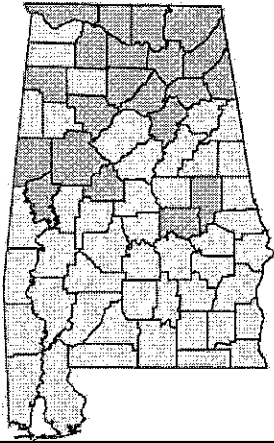




## Phillips & Jordan, Inc.

Past Performance

### State of Alabama Tornadoes



**Start Date:**

May 2011

**Debris Volume:**

~4,900,000 cubic yards

**Completion Date:**

September 2011

**Dollar Amount Invoiced:**

\$164,682,726

**Phillips & Jordan's Role:**

Lead General Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Eric Hedrick

Rex Wilson

J.W. Culbreth

Gene Taylor

Dustin Haunhorst

Ryan Manning

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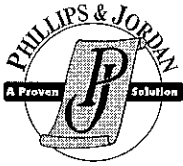
On April 27th 2011 a series of tornados struck throughout the Southeastern United States killing over 300 people and scattering an enormous amount of debris throughout cities and the surrounding countryside. In Alabama, the destruction was so widespread that the U.S. Army Corps of Engineers (USACE) received a Direct Federal Assistance Mission from the Federal Emergency Management Agency (FEMA) to oversee the recovery efforts.

As the Advance Contracting Initiative (ACI) Contractor to the USACE for the State of Alabama, Phillips & Jordan was mobilized to provide disaster debris management services which included safety management; quality control management; emergency debris clearance; search and rescue support; segregation, loading, hauling, and reduction (burning, grinding, etc.) of debris; recycling; DMS site selection, preparation, and management; and final debris disposal. Phillips & Jordan subsequently deployed resources to 24 counties in Alabama (one-third of the entire state) where crews accomplished debris removal and related activities. During the first 30 days of this recovery mission, Phillips & Jordan collected ~1,000,000 cubic yards of debris, utilized more than 500 crews, and checked in over 2,500 trucks. Over the following 3 months of the recovery effort Phillips & Jordan removed and disposed of an additional ~3,900,000 cubic yards of debris and managed 32 DMSs.



**Debris Clean-Up Operation**

Tuscaloosa, AL



## Phillips & Jordan, Inc.

### Past Performance

## Hurricane Irene

### Start Date:

September 2011

### Debris Volume:

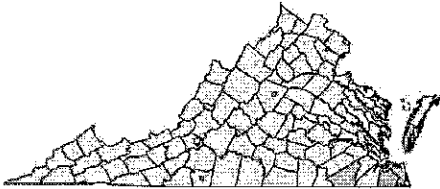
~192,000 cubic yards

### Completion Date:

December 2011

### Dollar Amount Invoiced:

\$4,246,271



### Phillips & Jordan's Role:

Lead General Contractor

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### Key Phillips & Jordan Personnel Assigned to Project:

Edd Satterfield

Rex Wilson

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During August of 2011, Hurricane Irene made landfall near the Outer Banks of North Carolina but caused destruction and flooding from Florida up to New England. In response to damage that occurred in Virginia, the Southeastern Public Service Authority of Virginia (SPSA) activated a pre-position contract with Phillips & Jordan to assist with collection and removal of storm debris in five cities along the southeast coast of Virginia (Chesapeake, Franklin, Norfolk, Portsmouth, and Virginia Beach). Upon contract activation, Phillips & Jordan began the process of coordinating personnel and equipment for mobilization into each municipality.

A management team was assigned to each city, DMSs were selected, established, and managed, and the process of debris segregation, collection, hauling, and reduction was initiated. In Chesapeake 62,925 cubic yards of debris was hauled in less than 3 weeks. In Norfolk 33,726 cubic yards of vegetative debris was hauled of which 30,946 cubic yards was reduced and hauled to a recycling center. Due to severe tree damage that occurred in the Norfolk area, Phillips & Jordan also extracted 180 stumps, removed 484 hazardous limbs, and removed 40 dangerous leaning trees. The recovery mission in Norfolk was accomplished in a 5 week period.

In Virginia Beach Phillips & Jordan collected 58,500 cubic yards of storm generated debris, reduced 63,300 cubic yards of debris, and removed 19,500 hazardous limbs along with 169 dangerous leaning trees. The recovery mission in Virginia Beach was accomplished over a 3 month period. In Franklin 21,000 cubic yards of vegetative debris was removed from public right-of-ways over a 7 week period and in Portsmouth 16,300 cubic yards of debris was hauled and 12,200 cubic yards of debris reduced over a 2 week period.



## Phillips & Jordan, Inc.

Past Performance

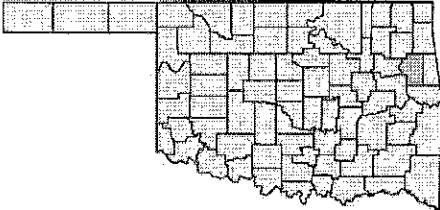
### Cherokee County/Tahlequah, Oklahoma Ice Storm

**Start Date:**

April 2009

**Debris Volume:**

~232,000 cubic yards



**Completion Date:**

June 2009

**Dollar Amount Invoiced:**

\$1,516,437

**Phillips & Jordan's Role:**

Lead General Contractor

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#### Key Phillips & Jordan Personnel Assigned to Project:

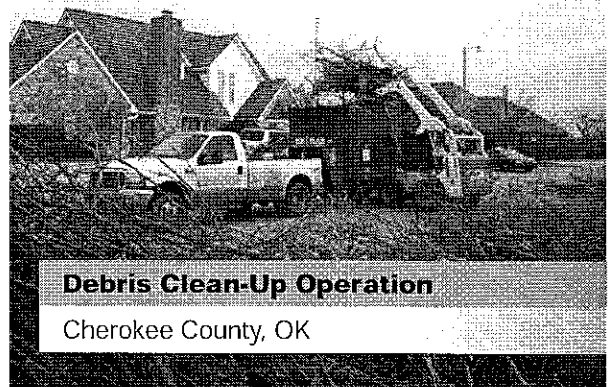
J.W. Culbreth

Rex Wilson

Dustin Haunhorst

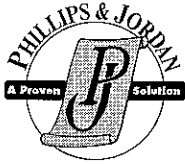
Ryan Manning

Phillips & Jordan was placed under contract to perform debris removal and disposal services following a January 2009 ice storm that occurred in Cherokee County, Oklahoma. Phillips & Jordan immediately mobilized equipment and manpower to the area to accomplish cutting and removal of downed and broken/leaning trees and limbs from public right-of-ways and public access areas. A total of 231,915 cubic yards of vegetative debris was collected, hauled, and reduced via open burn during this project.



**Debris Clean-Up Operation**

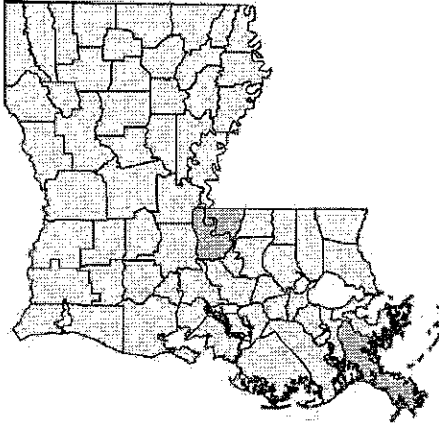
Cherokee County, OK



## Phillips & Jordan, Inc.

### Past Performance

## Hurricanes Gustav & Ike

**Start Date:**

September 2008

**Debris Volume:**

~1,425,000 cubic yards

**Completion Date:**

December 2008

**Dollar Amount Invoiced:**

\$7,486,426 (Pointe Coupee Parish)

\$4,055,869 (West Feliciana Parish)

\$2,594,004 (Plaquemines Parish)

**Phillips & Jordan's Role:**

Lead General Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Gene Taylor

John West

Rex Wilson

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During the late summer of 2008 the coasts of Louisiana and Texas were impacted first by Hurricane Gustav and then by Hurricane Ike. In response, Phillips & Jordan mobilized to Pointe Coupee Parish, West Feliciana Parish, and Plaquemines Parish in Louisiana to segregate, remove, reduce, and dispose of ~1,250,000 cubic yards of vegetative debris caused by the landfall of Gustav, and ~175,000 cubic yards of vegetative debris caused by the landfall of Ike. Responses to both events required Phillips & Jordan to deploy personnel, and manage debris recovery activities, within a diverse array of urban and rural environments.



**Emergency Levee Repair**

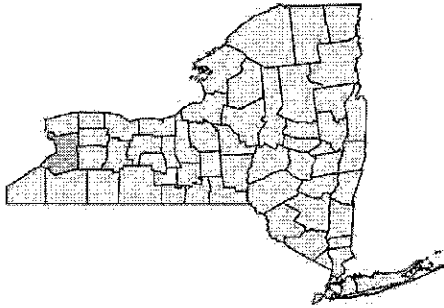
Plaquemines Parish, LA



## Phillips & Jordan, Inc.

### Past Performance

## Buffalo, New York Ice Storm



**Start Date:**  
October 2006

**Debris Volume:**  
~1,000,000 cubic yards

**Completion Date:**  
January 2007

**Dollar Amount Invoiced:**  
\$11,686,550

**Phillips & Jordan's Role:**  
Lead General Contractor

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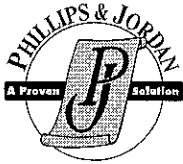
### Key Phillips & Jordan Personnel Assigned to Project:

Rex Wilson

Dustin Haunhorst

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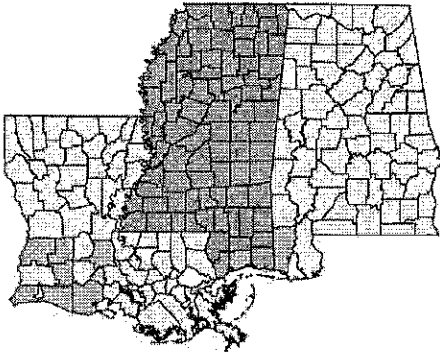
In response to a major snow and ice storm that paralyzed the City of Buffalo, New York, Phillips & Jordan applied its disaster response knowledge and experience to remove ~1,000,000 cubic yards of debris from public right-of-ways which was complicated by the narrow nature of the streets in this historic city and the fact that Phillips & Jordan crews worked in freezing temperatures throughout the recovery mission.



## Phillips & Jordan, Inc.

Past Performance

### Hurricanes Katrina & Rita



**Start Date:**

September 2005

**Completion Date:**

September 2007

**Phillips & Jordan's Role:**

Lead General Contractor

**Debris Volume:**

~10,700,000 cubic yards (LA)

~2,000,000 cubic yards (MS)

~1,800,000 cubic yards (AL)

**Dollar Amount Invoiced:**

\$730,287,500 (LA)

\$39,032,987 (MS)

\$44,827,834 (AL)

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#### Key Phillips & Jordan Personnel Assigned to Project:

Edd Satterfield

Eric Hedrick

Ryan Manning

Dudley Orr

Dustin Haunhorst

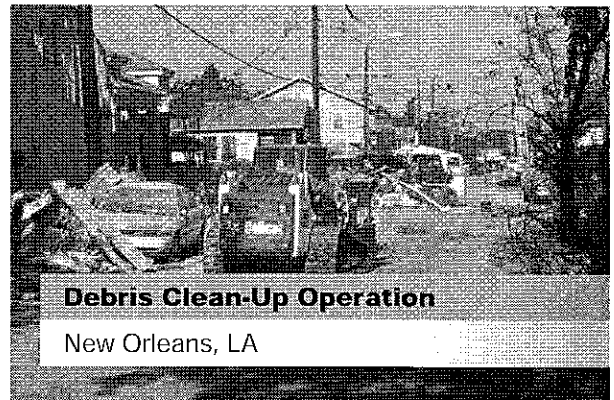
J.W. Culbreth

John West

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#### Louisiana

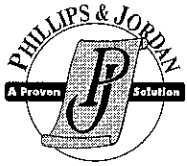
In late August of 2005 Hurricane Katrina made landfall near the Louisiana-Mississippi border with a strong storm surge that resulted in the failure of numerous levees and subsequent flooding of New Orleans. Shortly thereafter, Hurricane Rita made landfall near the Louisiana-Texas border. Phillips & Jordan responded to both events and successfully resolved all of the challenges associated with simultaneously providing disaster recovery services on multiple fronts in New Orleans and throughout western Louisiana.



**Debris Clean-Up Operation**

New Orleans, LA

Following the arrival of Katrina, Phillips & Jordan was awarded a USACE Firm Fixed Price Indefinite Delivery/Indefinite Quantity (ID/IQ) contract through a competitive solicitation process to provide debris removal and management services for Sector 1 (Orleans Parish, Louisiana). The work area was subsequently expanded to encompass Sector 4 (Western Parishes, Louisiana) following the landfall of Hurricane Rita which required deployment of Phillips & Jordan resources to Vermillion, Cameron, Lafayette, Jefferson Davis, Beauregard, Allen, and



## Phillips & Jordan, Inc.

### Past Performance

St. Landry Parishes. Both of these projects were managed simultaneously by Phillips & Jordan which proactively established a working capital credit of \$100M to fund ongoing work.

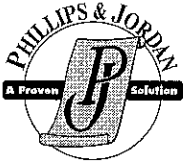
New Orleans was still flooded when Phillips & Jordan mobilized to the area, and in response to the absence of basic services in the city, temporary worker housing was established for approximately 75 individuals in City Park – some of the only high ground in the Parish. The housing site was secured, portable power established, and food service was mobilized to the site. A support team was deployed to operate the site, and during the early stages of work the Phillips & Jordan food service provider fed up to 4,000 contractor and Government workers per day.

47 task orders valued at \$730,287,500 were issued under the USACE ID/IQ contract to accomplish necessary services including safety management; quality control management; emergency debris clearance; segregation, loading, hauling, and reduction (burning, grinding, etc.) of debris; recycling (metals, White Goods, e-Waste); PPDR; demolition, waterway debris removal; DMS selection, construction, and management; and final disposal of reduced debris. In Sector 1, Phillips & Jordan collected and processed ~9,000,000 cubic yards of debris from an area measuring 72.8 square miles (average 125,000 cubic yards per square mile), and in Sector 4 Phillips & Jordan collected and processed ~1,700,000 cubic yards of debris from an area measuring 6,262 square miles (average 270 cubic yards per square mile).

The wind and flood damage in the greater New Orleans metropolitan area resulted in catastrophic damage to commercial, public, and private property. The resulting debris stream presented environmental complexities unlike any encountered during previous disasters, and were further complicated by limited local landfill and disposal options. Through application of its experience and mature management approach, Phillips & Jordan overcame all of these operational challenges and successfully collected +42,000 cubic yards of Asbestos Containing Materials and 1,470,000 Household Hazardous Waste items, recycled a large quantity of metals (764,000 units of White Goods – 787,000 units of electronics – 51,000 units of small motorized equipment), and completed 16,400 PPDRs and 1,200 demolitions. All of this work was accomplished by a workforce that logged in excess of 10,000,000 man-hours with only 3 lost-time accidents.





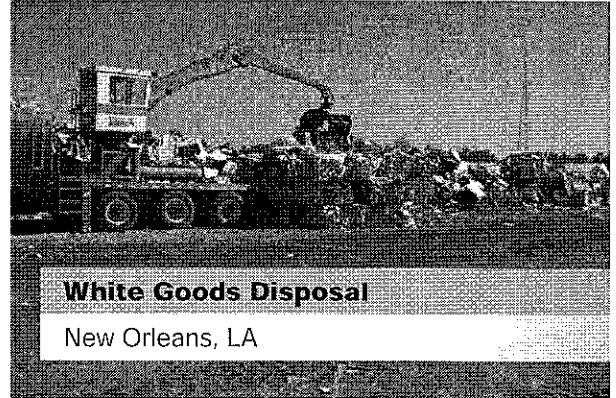


## Phillips & Jordan, Inc.

### Past Performance

#### Mississippi

As part of its response to Hurricane Katrina, Phillips & Jordan was awarded a debris removal contract by Gulfport, Mississippi to address Katrina restoration efforts. Phillips & Jordan segregated, collected, and processed ~2,000,000 cubic yards of debris from public right-of-ways which included vegetation, damaged boats and vehicles, and hazardous animal carcasses. During the initial phase of the recovery mission, Phillips & Jordan reduced vegetative debris by open burning which was approved by local and state authorities. However, due to citizen complaints regarding the practice, open burning of the debris was subsequently banned. In response, Phillips & Jordan mobilized additional personnel and grinding equipment to the region and chipped the remaining vegetative debris.



**White Goods Disposal**

New Orleans, LA

#### Alabama

As an additional part of its response to Hurricane Katrina, Phillips & Jordan's ACI contract was activated by the USACE to address Katrina restoration efforts in Alabama. Under the contract, Phillips & Jordan collected and processed ~1,800,000 cubic yards of vegetative debris; performed beach sand removal, screening, and replacement; removed hazardous tree limbs from approximately 60 parks; and performed waterway debris removal and disposal. All work was performed on county and municipality right-of-ways and other eligible public property in Mobile County.

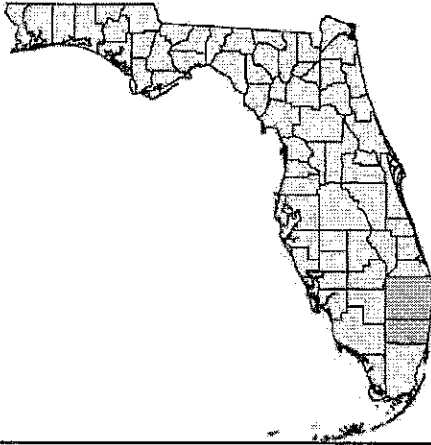




## Phillips & Jordan, Inc.

### Past Performance

## Hurricane Wilma

**Start Date:**

October 2005

**Debris Volume:**

~2,900,000 cubic yards

**Completion Date:**

February 2006

**Dollar Amount Invoiced:**

\$37,045,999

**Phillips & Jordan's Role:**

Lead General Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Dudley Orr

Dustin Haunhorst

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Shortly after the Gulf Coast was impacted by Hurricanes Katrina and Rita, Hurricane Wilma tracked across southern Florida. Phillips & Jordan responded to this event when a pre-positioned debris removal contract was activated by the Palm Beach County Solid Waste Authority (SWA) to address restoration efforts associated with Wilma. Under the contract, Phillips & Jordan provided services which included safety management; quality control management; emergency debris clearance; segregation, loading, hauling, and reduction of debris; recycling of debris; DMS selection, construction, and management; and final disposal of debris. These services were performed throughout Palm Beach County and within the jurisdictional boundaries of several Florida cities including Atlantis, Boynton Beach, Coral Springs, Highland Beach, Pahokee, South Bay, Weston, Lantana, and Palm Beach.



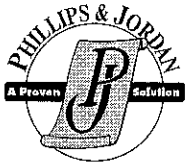
Phillips & Jordan simultaneously responded to the damage caused in southern Florida while operations responding to Hurricanes Katrina and Rita along the Gulf Coast were at full capacity. Using uncommitted manpower and equipment, and numerous local subcontractors, Phillips & Jordan updated its operational plan with the SWA and subsequently removed, processed, and disposed of ~2,900,000 cubic yards of debris from Palm Beach County and impacted municipalities within 3 months at a rate of +126,800 cubic yards per day (a 25% increase in daily production rate compared to the 2004 Hurricanes Frances and Jeanne recovery missions).



## Phillips & Jordan, Inc.

### Past Performance

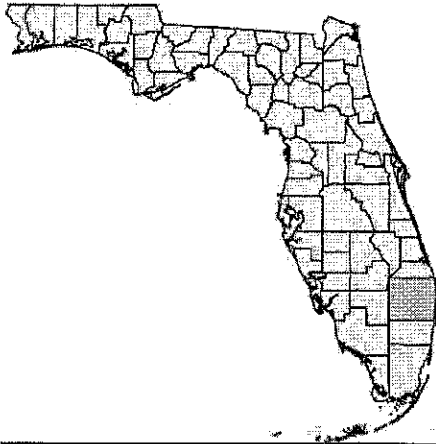
performed by Phillips & Jordan in Palm Beach County). The management approach utilized to address response needs in Florida resulted in no impact to the ongoing operations along the Gulf Coast in response to Hurricanes Katrina and Rita.



## Phillips & Jordan, Inc.

### Past Performance

## Hurricanes Frances & Jeanne

**Start Date:**

August 2004

**Debris Volume:**

~2,800,000 cubic yards

**Completion Date:**

January 2005

**Dollar Amount Invoiced:**

\$27,119,941

**Phillips & Jordan's Role:**

Lead General Contractor

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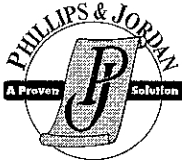
**Key Phillips & Jordan Personnel Assigned to Project:**

Dudley Orr

Edd Satterfield

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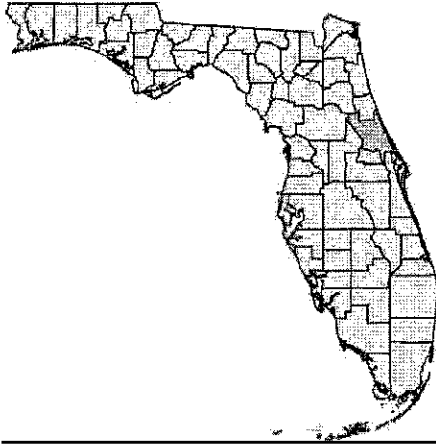
Several major hurricanes affected the southeastern United States in late summer and early fall of 2004, including Hurricanes Frances & Jeanne. A massive response effort throughout the impacted multi-state region stretched industry capabilities and resources. Phillips & Jordan was immediately called upon to respond to a pre-positioned debris management commitment in Florida with the Palm Beach County SWA. Phillips & Jordan removed, reduced, and disposed of ~2,800,000 cubic yards in Palm Beach County in response to Hurricanes Frances and Jeanne, and performed debris site reclamation. In order to manage the debris collected during the recovery effort, Palm Beach County constructed community DMSs that were used by 32 separate contractors to manage debris. Approximately 50% of the trucks utilizing the community DMSs were not affiliated with Phillips & Jordan; however, in order to ensure that all activities were conducted safely, Phillips & Jordan assigned safety monitors to each of the sites who were responsible for providing safety orientation briefings to all drivers using the sites as well as hard hats and reflective safety vests.



## Phillips & Jordan, Inc.

### Past Performance

## Hurricane Charley

**Start Date:**

August 2004

**Debris Volume:**

~360,000 cubic yards

**Completion Date:**

December 2004

**Dollar Amount Invoiced:**

\$2,847,723

**Phillips & Jordan's Role:**

Lead General Contractor

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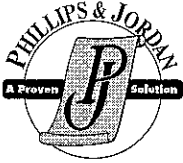
**Key Phillips & Jordan Personnel Assigned to Project:**

Edd Satterfield

Dudley Orr

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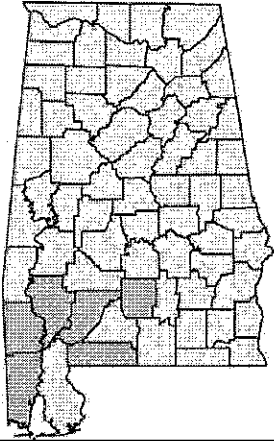
During August of 2004, Hurricane Charley struck along Florida's Gulf Coast and caused damage across the state before moving out into Atlantic Ocean in the vicinity of Daytona and New Smyrna Beach. Phillips & Jordan immediately mobilized advance personnel to the Atlantic Coast of Florida and within 3 days of Hurricane Charley's landfall executed a contract with the City of Daytona Beach for debris segregation, removal, and disposal. Phillips & Jordan rapidly activated pre-position subcontracts and mobilized heavy equipment and trucks to the impacted area within 72 hours and immediately began clearing roads and hauling debris. During the course of this recovery project, Phillips & Jordan segregated, loaded, hauled, and disposed of 364,907 cubic yards of storm generated debris.



## Phillips & Jordan, Inc.

### Past Performance

## Hurricane Ivan

**Start Date:**

September 2004

**Debris Volume:**

~3,000,000 cubic yards

**Completion Date:**

March 2005

**Dollar Amount Invoiced:**

\$54,837,050

**Phillips & Jordan's Role:**

Lead General Contractor

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**Key Phillips & Jordan Personnel Assigned to Project:**

Edd Satterfield

Rex Wilson

Dustin Haunhorst

Eric Hedrick

J.W. Culbreth

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Following Hurricane Ivan's landfall in September of 2004, Phillips & Jordan's USACE ACI contract was activated for disaster response in Alabama. In response, Phillips & Jordan immediately mobilized equipment and personnel to multiple locations throughout Alabama including Mobile County, Monroe County, Escambia County, Clark County, Washington County, and Butler County. Services provided by Phillips & Jordan during the response mission included emergency road clearance; sand removal; debris removal (vegetative and Construction & Demolition debris); DMS selection, construction, and management; burning and grinding; beach rebuilding; white goods pickup and processing; and health and safety services. Phillips & Jordan ultimately loaded, hauled, and disposed of ~3,000,000 cubic yards of debris and met all timetables established by the municipalities, the State of Alabama, and the USACE.

# PHILLIPS AND JORDAN, INCORPORATED

## OFFICERS AND DIRECTORS

### NAME

### TITLE

### Officers:

William T. Phillips, Sr.	Chairman
William T. Phillips, Jr.	CEO & Vice Chairman
J. Patrick McMullen	President
Connie H. Nichols	Senior Vice President & Corporate Secretary
John D. Lawrence	Vice President, CFO & Treasurer
Ronnie Jordan	Vice President
Dudley Orr	Vice President
H. Lin Riley, Jr.	Vice President
Steve D. Thompson	Vice President
Max G. Morton	Vice President
R. Page Riley	Vice President
John West	Vice President
David Edd Satterfield	Vice President
Eric Hedrick	Vice President
Dale Joiner	Vice President
Morgan Pierce	Vice President
Gerry Arvidson	Vice President
Jerry Hill	Vice President
Scott Lee Moss	Asst. Vice President
Art Phelps	Asst. Vice President
Sharon M. Simpson	Assistant Secretary
Janet D. Crisp	Assistant Secretary
Dorinda A. Futch	Assistant Secretary
Christina M. Eddings	Assistant Secretary
Phyllis Jordan	Assistant Secretary
Angela Kay Sparrow	Assistant Secretary

### Directors:

### TITLE

William T. Phillips, Sr.	Chairman
William T. Phillips, Jr.	Vice Chairman
Avis A. Phillips	Director
J. Patrick McMullen	Director
Connie H. Nichols	Director
Ben R. Turner	Director
Lesa P. Whitson	Director

PHILLIPS AND JORDAN, INCORPORATED (A NORTH CAROLINA CORPORATION)						
Date of Incorporation 8/4/59						
Federal Employer Identification Number: 56-0694573						
This corporation elected to be treated as an S Corporation effective 12/31/86						
STATE	DATE QUALIFIED TO DO BUSINESS	STATE IDENTIFYING #S	NAME AND ADDRESS OF REGISTERED AGENT	DATE OF WITHDRAWAL	CONTRACTORS LICENSE	ANNUAL REPORT INFO
ALABAMA	11/6/1959	ID# 0000855489 W/H # 050525 SUI # 0006654500 S&U TAX # 68CU 11596	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE SUITE 204 MONTGOMERY, AL 36109 FEIN OF REG. AGENT 63-0683871		NO. 13688 EXP. 05/31/15  HS: HIGHWAYS & STREETS MU: MUNICIPAL & UTILITY H/RR: HEAVY & RAILROAD D: DEMOLITION SC: HOUSE MOVING SC: RIGGING LIMITATION: UNLIMITED  AL DOT Exp. 4/30/15	DUE 03/15/15 FILED ON FORM PPT, AL BUSINESS PRIVILEGE TAX RETURN & CORPORATE SHARES TAX RETURN Rodefer Moss
ALASKA	5/1/2003	FILE NO. 79911-F W/H # N/A SUI # 01684320	CT CORPORATION SYSTEM 9360 GLACIER HIGHWAY SUITE 202 JUNEAU, AK 99801		NO. 33946 12/31/2016 GENERAL CONTRACTOR WITHOUT RESIDENTIAL CONTRACTOR ENDORSEMENT	DUE 01/02/17 Biennially
ARIZONA	4/2/2001	FILE# F-0984574-0 TPL 07631070R W/H # 07-597600-L SUI # 5216370 1	CT CORPORATION SYSTEM 3800 NORTH CENTRAL AVE., SUITE 460 PHOENIX, AZ 85012		NO. 164816 EXP. 04/30/17 CLASS A GENERAL ENGINEERING AZ DOT expires 3-31-14	Due 04/02/16
ARKANSAS	4/5/1978	FILING # CP00064709 W/H # 56-0694573 SUI # 000147587 S&U TAX #12010128-SLS	THE CORPORATION COMPANY 124 WEST CAPITOL AVENUE, SUITE 1900 LITTLE ROCK, AR 72201-3736		NO. 0026170416 EXP. 04/30/16  HEAVY CONSTRUCTION, MUNICIPAL & UTILITY CONSTRUCTION  LIMITATION: UNLIMITED AR DOT Exp. 12/31/15	DUE 05/01/15 (No extensions - state accepts Federal ext FILED ON CORPORATE FRANCHISE TAX REPORT Rodefer Moss
CALIFORNIA	4/12/1978	CO843762 W/H & SUI # 468-0481-1 S&U TAX # 97-864019	CT CORPORATION SYSTEM 818 WEST 7TH ST. LOS ANGELES, CA 90017		NO. 366021 EXP. 12/31/15 Qualifier: Cecil Patterson  GENERAL ENGINEERING, CLASS A  LIMITATION: NOT STATED	DUE 04/30/16

STATE	DATE QUALIFIED TO DO BUSINESS	STATE IDENTIFYING #S	NAME AND ADDRESS OF REGISTERED AGENT	DATE OF WITHDRAWAL	CONTRACTORS LICENSE	ANNUAL REPORT INFO
COLORADO	7/15/1998	19981129078 W/H # Inactive SUI # Inactive	THE CORPORATION COMPANY 1675 BROADWAY, SUITE 1200 DENVER, CO 80202			DUE 09/30/15
CONNECTICUT	8/14/2001	CUSTOMER ID 798249 BUSINESS ID 0688852 BUS FILING # 0002300616 TAX REG # 1942457-000 W/H # 1942457/000	CT CORPORATION SYSTEM ONE CORPORATE CENTER, FLOOR 11 HARTFORD, CT 06103-3220		CO DOT Exp. 05/31/15	Due 08/15
DELAWARE	1/23/2003	CHARTER FILE #3617747 NOT REGISTERED FOR PAYROLL	THE CORPORATION TRUST COMPANY 1209 ORANGE STREET WILMINGTON, DE 19801			DUE 06/30/15
DISTRICT OF COLUMBIA	9/26/2003	FILE # 233432 W/H # 300000061507 SUI # 142 053	CT CORPORATION SYSTEM 1015 15TH STREET, NW, SUITE 1000 WASHINGTON, DC 20005		NOT REQUIRED	DUE 04/1/16 Biennial
FLORIDA	4/11/1974	ID# 832152 W/H # N/A SUI # 0128890 S&U TAX # 78-8012398530-0	CT CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FLORIDA 33324		NOT REQUIRED FL DOT EXP. 6/30/15 (EMERGENCY), PAVING, GRADING, GRASSING, SEEDING & SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES DEWATERING & MOWING	DUE 05/01/16 Uniform Business Report, mailed by Dept. of State
GEORGIA	8/14/1964	CORP. NO. H858376 W/H # 7397296WN SUI # 051176-06 S&U TAX # 214-219921	CT CORPORATION SYSTEM 1201 PEACHTREE ST., N.E. ATLANTA, GA 30361		NO. GCCO004671 EXP. 6/30/16 GENERAL CONTRACTOR LIMITATION: NOT STATED Qualifier: Jerry Hampton	DUE 04/01/16 GA filing only requires 3 key officers. GA will not allow you to send in a separate listing of additional officers.
HAWAII	6/18/2001	FILE No. 22160 F1 NOT REGISTERED FOR PAYROLL	THE CORPORATION COMPANY, INC. 1136 UNION MALL, SUITE 301 HONOLULU, HI 96813		NO. 30884 EXP. 09/30/12 - Has not been renewed GENERAL ENGINEERING CLASS A LIMITATION: NOT STATED	Due 06/30/15



STATE	DATE QUALIFIED TO DO BUSINESS	STATE IDENTIFYING #S	NAME AND ADDRESS OF REGISTERED AGENT	DATE OF WITHDRAWAL	CONTRACTORS LICENSE	ANNUAL REPORT INFO
IDAHO	7/22/2002	FILE NO. C144765 W/H # 002581090 SUI # 0002121522	CT CORPORATION SYSTEM 921 S. ORCHARD STREET, SUITE G BOISE, ID 83705			Due 07/31/15
ILLINOIS	10/23/2000	FILE NO. 6128-787-6 W/H # 56-0694573 SUI # 4273461 S&U TAX # 3935-0479	CT CORPORATION SYSTEM 208 SOUTH LASALLE STREET, SUITE 814 CHICAGO, IL 60604		NOT REQUIRED	DUE BY 10/01/15 FORM SENT BY CT
INDIANA	5/15/1995	ID # 1995050897 W/H # 62459190017 SUI # 487395 S&U TAX # 00062459190017	CT CORPORATION SYSTEM 251 E. OHIO STREET, SUITE 1100 INDIANAPOLIS, IN 46204			DUE 05/31/15 Biennially
IOWA	5/20/2003	ID# 279940 W/H # 560694573001 SUI # 00360771	CT CORPORATION SYSTEM 400 EAST COURT AVENUE DES MOINES, IA 50309			DUE 03/31/16 Biennially
KANSAS	6/7/1999	ID # 274-459-7 W/H # 03656069457 SUI # 399016	CT CORPORATION SYSTEM 112 SW 7th STREET, SUITE 3C TOPEKA, KS 66603			DUE 04/15/16
KENTUCKY	8/7/1978	ID # 0110349 W/H # 029966 SUI # 00071439A S&U TAX # 913405	CT CORPORATION SYSTEM 306 W. MAIN STREET, SUITE 512 FRANKFORT, KY 40601		KS DOT EXPIRES 9/1/15  NOT REQUIRED  KY DOT EXP. 12/31/15 CERT #00660 GRADE & DRAIN - UNLIMITED	DUE 06/30/15
LOUISIANA	11/7/1977	ID # 32014540F W/H # 1903442001 SUI # 471134-4 S&U TAX # 1903442-001	CT CORPORATION SYSTEM 5615 CORPORATE BLVD, SUITE 400B BATON ROUGE, LA 70808		NO. 11625 EXP. 2/14/18 Qualifier: Randy Price  BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; SPECIALTY: ASBESTOS REMOVAL AND ABATEMENT; SPECIALTY: NON-HAZARDOUS WASTE TREATMENT & REMOVAL & WASTE TREATMENT/DISPOSAL SYSTEMS	DUE 11/07/15
MAINE	2/17/1999	ID # 19990775 F W/H # 56069457300 SUI # INACTIVE	CT CORPORATION SYSTEM 1536 MAIN STREET READFIELD, ME 04355		NOT REQUIRED	DUE 04/01/16

STATE	DATE QUALIFIED TO DO BUSINESS	STATE IDENTIFYING #'S	NAME AND ADDRESS OF REGISTERED AGENT	DATE OF WITHDRAWAL	CONTRACTORS LICENSE	ANNUAL REPORT INFO
MARYLAND	REINSTATED 3/27/95 ORIGINALLY 04/01/74	ID # F00483453 W/H # 03088405 SUI # 0093686071 S&U TAX # 03088405	THE CORPORATION TRUST INCORPORATED  351 WEST CAMDEN STREET BALTIMORE, MD 21201		NO. 03938816  EXP. 04/30/16  CONSTRUCTION  LIMITATION: NOT STATED	DUE 04/15/15 (Extension due 3/15/15)  FILED WITH BUSINESS TANGIBLE PERSONAL PROPERTY RETURN filed w/Dept. of Assessments & Taxation R&M
MASSACHUSETTS	11/1/1987	CUST # 5606945730010 W/H # 56069457308 SUI # 84-28603-0	CT CORPORATION SYSTEM 155 FEDERAL STREET, SUITE 700 BOSTON, MA 02110			DUE 03/15/16
MICHIGAN	6/6/1998	ID # 655919 W/H # INACTIVE SUI # INACTIVE	THE CORPORATION COMPANY 30600 TELEGRAPH RD, SUITE 2345 BINGHAM FARMS, MI 48025-5720		MA DOT EXPIRES 12/31/13 DID NOT RENEW	DUE 05/15/16
MINNESOTA	3/7/2003	CORPORATE CHARTER NUMBER 123634 MN DOR TAX ID # 7469518 NOT REGISTERED FOR PAYROLL	CT CORPORATION SYSTEM 100 SOUTH FIFTH STREET, SUITE 1075 MINNEAPOLIS, MN 55402		NOT REQUIRED	DUE 12/31/15
MISSISSIPPI	3/28/1974	ID # 00112457 W/H # 5606945730 SUI # 11-00293-0-00 SALES TAX # 083-73806-2 USE TAX # 183-22006-0	CT CORPORATION SYSTEM 645 LAKE LAND EAST DRIVE, SUITE 101 FLOWOOD, MS 39232		NO. 08272-MC EXP. 10/8/15  HIGHWAY, STREET, AND BRIDGE CONSTRUCTION. HEAVY CONSTRUCTION. MUNICIPAL AND PUBLIC WORKS DEMOLITION LIMITATION: NOT STATED	DUE 04/15/16
MISSOURI	11/4/1991	CHARTER NO. F00359020 W/H # 14689677 SUI # 889975-0-998-1629 S&U TAX # 14689677	CT CORPORATION SYSTEM 120 SOUTH CENTRAL AVENUE CLAYTON, MO 63105		NOT REQUIRED	DUE 04/30/16
MONTANA	4/15/2003	FILING NUMBER F-41157-265070 NOT REGISTERED FOR PAYROLL	CT CORPORATION SYSTEM 208 NORTH BROADWAY, SUITE 313 BILLINGS, MONTANA 59101		NO. 0012751 MO DOT EXPIRES 12/31/15	DUE 04/15/16 By 5:00 p.m. (MDT) on April 15th Postmarks are not accepted.
NEBRASKA	12/4/2002	ID # 10040210 W/H # 21-9096345 SUI # 0297425001 S&U TAX # 4-9096345	CT CORPORATION SYSTEM 5601 SOUTH 59th STREET LINCOLN, NE 68516			DUE 03/01/16 Biennially



STATE	DATE QUALIFIED TO DO BUSINESS	STATE IDENTIFYING #S	NAME AND ADDRESS OF REGISTERED AGENT	DATE OF WITHDRAWAL	CONTRACTORS LICENSE	ANNUAL REPORT INFO
NORTH DAKOTA	5/29/2003	CORP ID #019312200 W/H # 56069457301 SUI # 1185110 S&U TAX # 277385 00	CT CORPORATION SYSTEM 314 EAST THAYER AVENUE BISMARCK, ND 58501		NO. 39607 EXP. 03/01/16 CLASS A GENERAL CONTRACTING	DUE 05/15/16
OHIO	10/5/1995	CHARTER/REGISTRATION NO. 919073 W/H # 53014443 SUI # 1474381-00-1 CAT TAX Acct #93057917 S&U TAX # 97-802525	CT CORPORATION SYSTEM 1300 EAST 9TH STREET CLEVELAND, OH 44114		NOT REQUIRED	N/A
OKLAHOMA	2/15/2001	CORPORATE ID# FB0060268 W/H # 560694573F0 SUI # 01-3960896	OKLAHOMA SECRETARY OF STATE 2300 N. LINCOLN BLVD., ROOM 101 STATE CAPITAL OKLAHOMA CITY, OK 73105		NOT REQUIRED	DUE 09/15/15 * FILED W/FRANCHISE TAX RETURN Rodefer Moss * Ceased to exist for Tax Year 2013
OREGON	3/14/1991	REGISTRY NO. 239322-88 W/H # 931802-6 SUI # 0931802-6	CT CORPORATION SYSTEM 388 STATE STREET, SUITE 420 SALEM, OR 97301		NO. 149337 EXP. 9/8/15 Commercial General Contractor Level 1 OR DOT 4/30/16	DUE 03/14/16
PENNSYLVANIA	10/24/1966	CORP ENTITY # 280377 ACCT ID # 1880-6927 W/H # 18-806-927 SUI # 63-27784 S&U TAX # 89-391 524 DOR CORP # 1000215297	CT CORPORATION SYSTEM 116 PINE STREET, SUITE 320 HARRISBURG, PA 17101		NOT REQUIRED	DUE 1/31/21 THIS IS A DECENNIAL REPORT DUE FOR YEAR 2000 & EACH THEREAFTER DIVISIBLE BY 10
RHODE ISLAND	8/23/2001	CORP ID # 119982 NOT REGISTERED FOR PAYROLL	CT CORPORATION SYSTEM 10 DORRANCE STREET, SUITE 530 PROVIDENCE, RI 02903		NOT REQUIRED	DUE 03/01/16
SOUTH CAROLINA	6/24/1964	ID # 1220052254 W/H TAX # 25039783-2 SUI # 045150 S&U TAX # 05488834-4 PROPERTY LOCATED IN HORRY COUNTY	CT CORPORATION SYSTEM 75 BEATTIE PLACE TWO INSIGNIA FINANCIAL PLAZA GREENVILLE, SC 29601		NO. G13422 EXP. 10/31/16 BD5, BR5, CP5, AP5, GD5, WL5, WP5 LIMITATION: 5 (UNLIMITED) SC DOT EXPIRES 4/30/16	DUE 03/15/15 ANNUAL REPORT IS FILED WITH THE INCOME TAX & ANNUAL LICENSE TAX RETURN Rodefer Moss
SOUTH DAKOTA	4/23/2003	ID # FB027252 NOT REGISTERED FOR PAYROLL	CT CORPORATION SYSTEM 319 SOUTH COTEAU STREET PIERRE, SD 57501		NOT REQUIRED	DUE 04/16

STATE	DATE QUALIFIED TO DO BUSINESS	STATE IDENTIFYING #'S	NAME AND ADDRESS OF REGISTERED AGENT	DATE OF WITHDRAWAL	CONTRACTORS LICENSE	ANNUAL REPORT INFO
TENNESSEE	8/28/1967	CONTROL # 0040620 W/H # N/A SUI # 0459-420-7 S&U TAX # 101038995	CT CORPORATION SYSTEM 800 S. GAY STREET, SUITE 2021 KNOXVILLE, TN 37929-9710		NO. 09469 EXP. 09/30/15  HRA - A,B,C,D; MU - A,B,C; HC - A,B,D; S - A LIMITATION: UNLIMITED	DUE 04/01/16
TEXAS	6/1/1982	CHARTER NO. 00054897-06 W/H # N/A SUI # 02-222349-6 S&U TAX # 1-56-0694573-9	CT CORPORATION SYSTEM 1999 BRYAN STREET, SUITE 900 DALLAS, TX 75201-3136		NOT REQUIRED  TX DOT Expires 12/31/15	DUE 05/15/2015 FILED WITH FRANCHISE TAX RETURN Rodefer Moss
UTAH	1/31/2003	CORP ID # 5263983-0143 CPT W/H # 12486607-003-WTH SUI # C 5-738646-0 S&U TAX # 12486607-004-STC	CT CORPORATION SYSTEM 1108 E. SOUTH UNION AVE MIDVALE, UT 84047		NO. 6922763-5501 EXP. 11/30/15 Contractor with LRF E100, S310 UT DOT Expires 7/1/15	DUE 01/31/16
VERMONT	8/14/2001	FILE # F-23368-0 NEW STATE ID #0073251 W/H # 430-560694573F-01 SUI # 207 2816 S&U TAX # 450-560694573F-02	CT CORPORATION SYSTEM 400 CORNERSTONE DRIVE, SUITE 240 WILLISTON, VT 05495		NOT REQUIRED	DUE 3/15/16
VIRGINIA	6/10/1964	CORP ID # F017492-2 W/H # 0012246560 SUI # 0000653748 S&U TAX # 0012246560 14-560694573 F-001	CT CORPORATION SYSTEM 4701 COX ROAD, SUITE 301 GLEN ALLEN, VA 23060-6802		NO. 2705042749 EXP. 02/29/16  CONTRACTING: H/H CLASS A LIMITATION: NOT STATED	DUE 06/30/15 FORMS SENT TO REGISTERED AGENT.
WASHINGTON	8/20/1991	CORP ACCT# 00855353 UNIFIED BUSINESS ID# 600 233 835 W/H # 300000061507 SUI #	CT CORPORATION SYSTEM 505 UNION AVENUE SE, SUITE 120 OLYMPIA, WA 98501		NO. PHILLJ1951DC EXP. 03/29/17  CONSTRUCTION CONTRACTOR GENERAL LIMITATION: NOT STATED  WA DOT EXP. 6/30/16 (#100944)	DUE 08/31/15
WEST VIRGINIA	4/4/1973	ID # 56-069-4573-001 BUS REG TAX # 1048-4082 S&U TAX # 2208-8853 CORP LIC TAX # 2030-2110 NON RES TAX # 2184-3791 PASS THROUGH ENTITY TAX # 2030-2108 W/H TAX # 1048-4085 SUI # 000017140-9	CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLESTON, WV 25313		NO. WV025065 EXP. 01/25/16  GENERAL ENGINEERING & EXCAVATION LIMITATION: UNLIMITED  WV DOT EXP. 4/30/15 (#24159)	Annual Report DUE 06/30/15  BRT-801A Reissuance of Business Registratinn (Permanent) - annual renewals no longer necessary effective July 1, 2010

STATE	DATE QUALIFIED TO DO BUSINESS	STATE IDENTIFYING #'S	NAME AND ADDRESS OF REGISTERED AGENT	DATE OF WITHDRAWAL	CONTRACTORS LICENSE	ANNUAL REPORT INFO
WISCONSIN	3/13/2003	CORP ID # P041159 NOT REGISTERED FOR PAYROLL	CT CORPORATION SYSTEM 8020 EXCELSIOR DRIVE, SUITE 200 MADISON, WI 53717			DUE 03/31/16
WYOMING	4/1/2003	CID: 2003-000448377 SOS # 238925 NOT REGISTERED FOR PAYROLL	CT CORPORATION SYSTEM 1712 PIONEER AVENUE, #120 CHEYENNE, WY 82001 LARAMIE COUNTY		NOT REQUIRED	DUE 04/01/16
					WY DOT EXP. 3/31/16 Grading, Fences, Seeding/Reclamation & Underground Utilities	



Established in 1952, we leverage our experience, knowledge,  
and resources to perform projects on time, on budget and  
to high standards of quality and safety.

# A Proven Solution.

Phillips and Jordan, Inc. (P&J) is a general and specialty contractor established in 1952. Our expertise lies in land clearing, earthmoving, underground utilities, erosion control, storm drainage, and debris management.

We serve numerous markets and work primarily across the continental United States performing projects ranging in size from a few thousand to over three-quarters of a billion dollars.

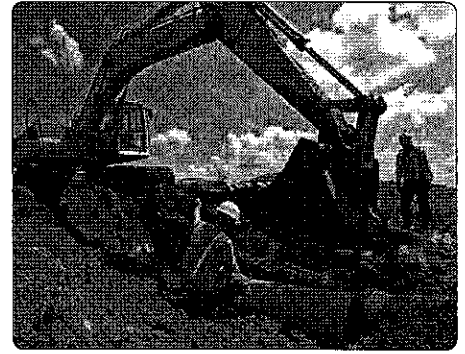
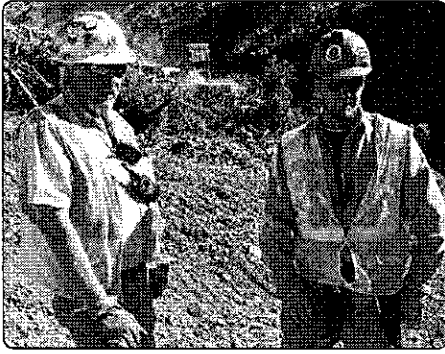
P&J has a decades-long history of successful projects and satisfied clients. As part of your team, we will use our experience, knowledge, and resources to give you a project that is on schedule, on budget, and performed with quality and safety in mind.





# **Experience, Knowledge, and Resources.**

The undertaking of any construction project, from building a new community to cleaning up after a disaster, requires a contractor with the experience, knowledge, and resources to get the job done.



Being in business since 1952 has given P&J a wealth of construction experience to draw on; experience that we put to work for our clients everyday. P&J is unique in the diverse nature of our project experience. Many of our operating groups work mainly in the role of Prime Contractor, while other groups primarily work as a Subcontractor. We work for clients in both the Public and Private Sectors, and have a history of outstanding performance in each. Our experience in these roles, coupled with our diversity of clients and the wide array of work we have performed, gives us a unique perspective of construction projects. This has allowed us to develop a style of contracting that maximizes communication, minimizes confrontations, and stresses safety, quality, and productivity.

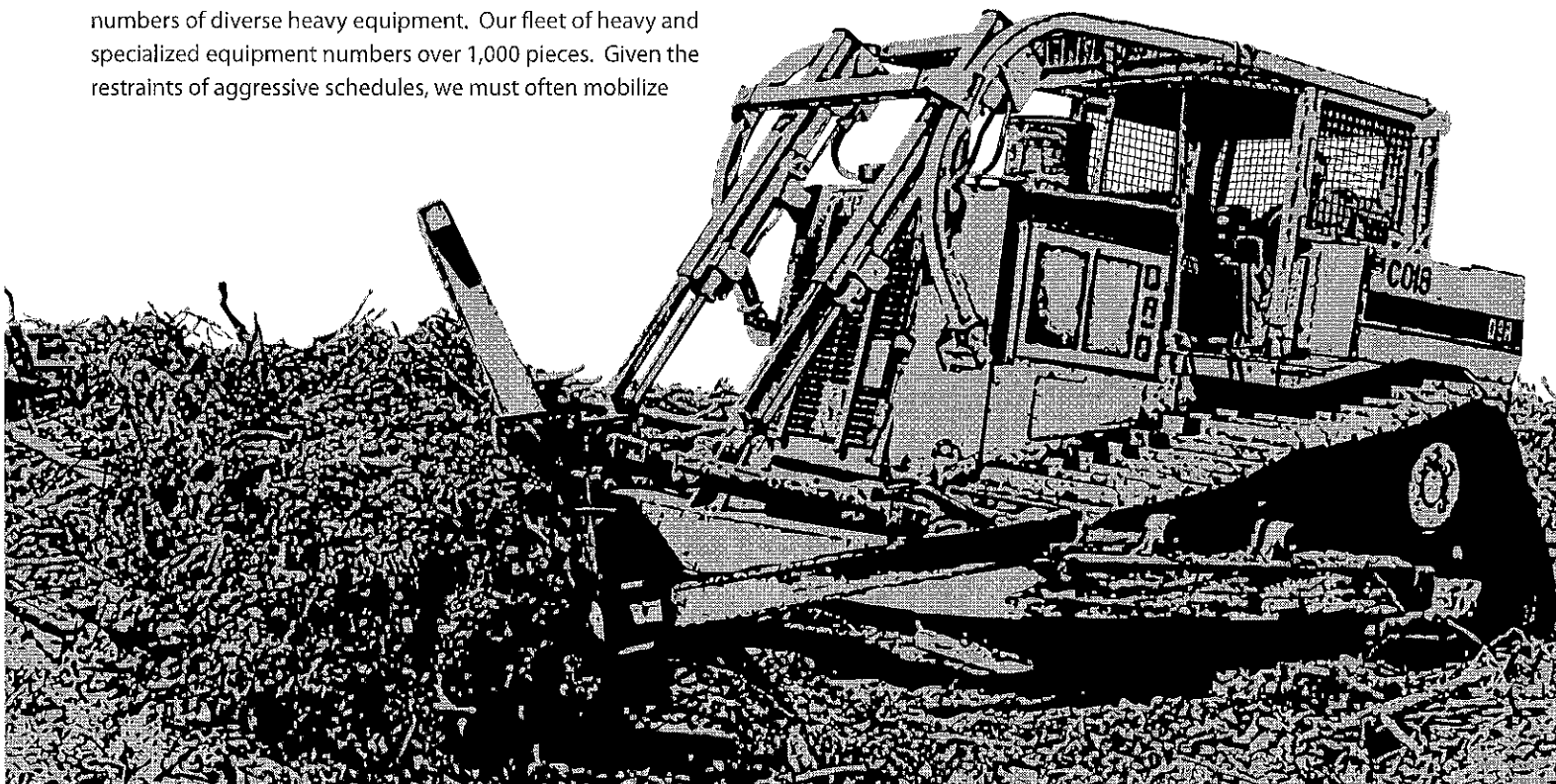
At P&J our greatest resource is our employees. Throughout our many operating and administrative groups, our employees have the knowledge necessary to keep us at the forefront of our industry. This gives our clients the assurance that their project needs will be met with the high level of quality and efficiency that is synonymous with P&J.

The vast majority of our projects require the use of large numbers of diverse heavy equipment. Our fleet of heavy and specialized equipment numbers over 1,000 pieces. Given the restraints of aggressive schedules, we must often mobilize

multiple spreads of equipment and crews to numerous projects at once. Our plentiful equipment resources, coupled with excellent relationships with major equipment vendors around the country, enable us to respond with sufficient, appropriate equipment to handle any task.

In addition to our highly skilled workforce, substantial equipment fleet, dedicated support staff, and financial strength, another important resource is our extensive network of skilled and productive subcontractors, trusted and reliable vendors, and professional service contractors and consultants. The resources at our disposal give us a decided edge and accrue to the benefit of our clients.

In Phillips and Jordan, Inc. you have a contractor with the decades of experience, knowledgeable employees, and extensive resources that it takes for successful projects. The synergy of these elements gives you a project performed by professionals who know what they are doing and have the equipment, tools, technology, and support infrastructure to get it done.



# Core Competencies

## Land Clearing

Since our beginning as a small land clearing company in the mountains of North Carolina, P&J has grown to become one of the largest land clearing contractors in the United States. We have cleared swamp, agricultural, forest, and mountain land for reservoirs, power lines, roadways, pipelines, railroads, airports, and site development projects across the nation.

## Earthmoving

P&J excels at moving large volumes of earth, and moving it fast. We have performed projects that required moving as much as 24 million cubic yards of earth. P&J's years of earthmoving experience have allowed us to refine and perfect our techniques, providing our clients with expedient and safe projects that are on time and within budget.

## Underground Utilities

Utilizing the latest technology and the experience of our pipe crews, P&J has laid sanitary sewer systems over 30 feet deep through some of the wettest areas in the country. Pressure pipes delivering water and reuse are installed with the same precision and expertise. Our philosophy is to install the systems correctly the first time to avoid costly dig-ups and repairs.

## Erosion Control

One of the most important issues on construction projects is erosion control. We follow project specific Storm Water Prevention Plans that meet or exceed the standards of all relevant regulatory agencies. We believe the best defense is a strong offense, which includes proper installation of erosion controls, regular inspections, and immediate repairs.

## Storm Drainage

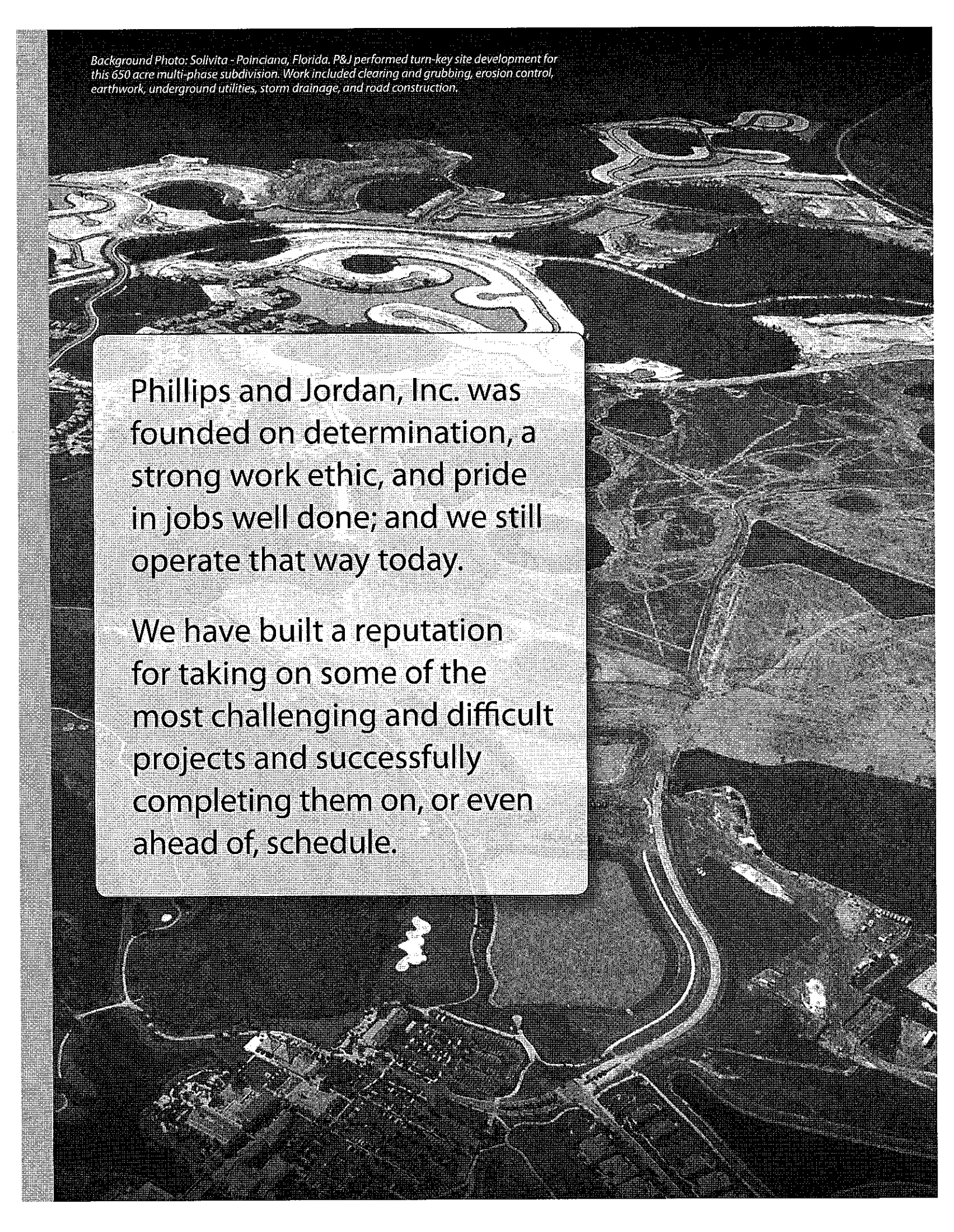
P&J has laid many hundreds of thousands of feet of storm drainage systems, from roadways and subdivisions to larger drainage conveyance systems required for airport runways. We have installed up to 108 inch diameter concrete pipe, box culverts for specialized conveyance, and yard drains to prevent water from ponding in areas near buildings.

## Debris Management

We have provided debris management services since the 1970's. P&J's decades of debris management experience, our proven expertise in dealing with complex debris streams, and our rapid response and completion make us the right choice for projects requiring professional debris management services.







*Background Photo: Solivita - Polk County, Florida. P&J performed turn-key site development for this 650 acre multi-phase subdivision. Work included clearing and grubbing, erosion control, earthwork, underground utilities, storm drainage, and road construction.*

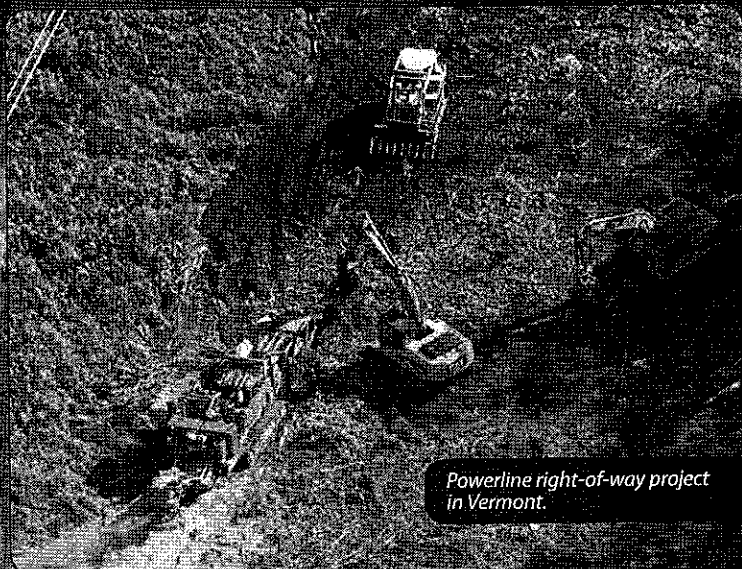
Phillips and Jordan, Inc. was founded on determination, a strong work ethic, and pride in jobs well done; and we still operate that way today.

We have built a reputation for taking on some of the most challenging and difficult projects and successfully completing them on, or even ahead of, schedule.



Background Photo: Rockie Express Pipeline - Missouri. P&J performed over 450 miles of clearing, erosion control, fencing, and earthwork on multiple spreads of this gas pipeline.

# Markets



Powerline right-of-way project in Vermont.



Drill pad construction in the Marcellus Shale Play.



Disaster debris management project in Alabama.

## **Industrial & Commercial Site Development**

P&J works closely with our clients to deliver turnkey site packages for industrial and commercial developments. We make every effort to minimize cost and schedule, maximize usable surfaces, and overcome difficult topography or geologic conditions.

## **Residential & Community Site Development**

P&J provides turnkey site development for residential and planned community projects. We work to stay ahead of schedule and within cost, consistently providing quality and timely projects to our clients.

## **Power & Energy**

P&J's experience in the energy industry dates back to the 1950's. Our Power/Energy Group specializes in clearing land, building access roads and pads, installing storm drainage and erosion control, installing mats, and working in environmentally sensitive areas.

## **Dams, Levees, & Reservoirs**

We have worked with a variety of owners and engineers performing clearing and earthwork for dams, levees, and reservoirs throughout the United States. P&J has also constructed dams, dam retrofits, seismic stabilization, and a wide range of liner installations.

## **Rail**

P&J performs construction for Class 1 to Short Line Railroads. Our experience includes projects that range from simple maintenance to design/build.

## **Government Sector**

Since the early 1950's, beginning with P&J's first projects, we have built a history of exemplary performance in the public sector; successfully working with and for government agencies at the federal, state, and local levels.

## **Highways & Transportation**

P&J was a major builder of the original interstate highway system and we continue to provide quality construction services to this market. We perform work on highways and transportation projects across the United States.

## **Oil & Gas**

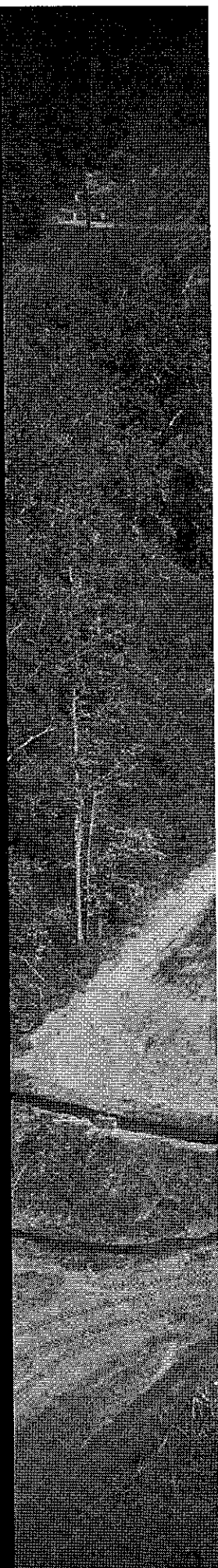
Our Oil & Gas Group specializes in clearing & grubbing for pipeline rights-of-way, civil work associated with compressor station sites, and access road construction. We also perform site preparation for drill pads and construction of water impoundments.

## **Landfills**

P&J has completed hundreds of acres of landfill projects for owners in both the public and private sectors. This experience has made us sensitive and flexible to the specific needs of each landfill project we undertake.

## **Emergency Response**

Our emergency response experience includes efforts following the largest emergency and disaster events in the U.S. Our Emergency Response Group has a proven management plan and decades of experience. P&J can quickly mobilize the resources to start and sustain a response and recovery project of any size.





P&J has a "top down" safety culture; accountability starts with the Chief Executive Officer. The goal of our safety program is to provide a safe and healthy work environment for the protection of our most vital resource: our employees. We have a team of environmental, safety, and health (ES&H) professionals headed by a corporate Vice President. This team's role is to develop, monitor, and enforce ES&H policy and procedures.

The importance of safety is embraced at all levels of P&J and ranks above all other aspects of our business, including schedule and production.

Our safety inspectors regularly conduct surprise job-site inspections to insure that ES&H policies and procedures are being followed. While these inspections are an important facet of our ES&H program, we also believe that a workforce well trained and informed about ES&H issues is a workforce that will "think safety, work safe". To that end, our supervisors conduct daily morning safety meetings and weekly "Toolbox Safety Meetings" which all workers are required to attend. In addition to these meetings, our ES&H Team also holds formal classes and seminars covering ES&H issues, policy, and procedures.





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PJCP-0512-aln



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** September 16, 2013

**SUBJECT:** APPROVAL OF CONTRACTS  
DEBRIS MANAGEMENT SERVICES

Nassau County may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies. As a full-service community providing for the health and safety of public and private assets, efficient and effective recovery of debris is paramount following a disaster event. Therefore, the County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors (DMCs) to protect the health, safety, and welfare of our community should disaster strike. The DMCs will be called upon to provide Tree Removal, Debris Collection & Transport as well as Site Management, Debris Reduction & Disposal throughout Nassau County as needed.

The Department crafted a Request for Proposal (RFP) for full service Disaster and Debris Management services aimed at pre-qualifying those firms who can provide the expertise and staffing when called upon prior to and during a disaster related event. The RFP was advertised on the County's website as well as in Newsday. Ten (10) proposals were received on May 21, 2013, and were reviewed by a Technical Review Committee (TRC) consisting of professional staff from the Department of Public Works who have significant experience in dealing with disaster emergencies consisting of: Richard P. Millet, Deputy Commissioner of Public Works; Brian J. Schneider, Assistant to Deputy Commissioner; Richard Iadevaio, Superintendent of Highway and Drainage Construction; Michael Fasano, Superintendent of Highway maintenance; Raymond Iovino, Director, Bureau of Equipment Inventory and Timothy Kelly, Hydrogeologist III.

The results of the technical evaluation are as follows:

FIRM	TECHNICAL RANK	TECHNICAL SCORE
LOOKS GREAT SERVICES	1	90.3
LANDTEK	2	77.1
LASER INDUSTRIES	3	75.8
DOM'S TREE SERVICE	4	73.5
TULLY ENVIRONMENTAL	5	71.0
CROWDER GULF	6	70.8
PHILLIPS JORDAN	7	66.3
CERES ENVIRONMENTAL	8	54.1
TAG GRINDING	9	52.3
DRC EMERGENCY SERVICES	10	48.1

Based on the proposals received, the TRC has determined that the firms ranked 1-7 provide the necessary and sufficient expertise, equipment and staffing in strict adherence to Federal Emergency Management Administration (FEMA) guidelines and regulations to service the residents of the County should a disaster strike.



Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive  
September 16, 2013  
Page Two  
SUBJECT: APPROVAL OF CONTRACTS  
DEBRIS MANAGEMENT SERVICES

With your consent, the Department will commence with preparing agreement packages with the first seven (7) ranked firms noted in the table above.

The terms for each contract will be for three (3) years from the date of execution.



Shila Shah-Gavnoudias  
Commissioner

SSG:KGA:RPM:las

c: Richard P. Millet, Deputy Commissioner  
Rakhal Maitra, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Brian J. Schneider, Assistant to Deputy Commissioner  
Loretta V. Dionisio, Hydrogeologist II

APPROVED:



Richard R. Walker  
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker  
Chief Deputy County Executive

Date

COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)  
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works (fax 571-9657)

DATE: May 6, 2015

SUBJECT: CSEA Notification of a Personal Services Agreements  
DPW Contract No. - **TBD**

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members".

1. DPW plans to recommend Personal Services Agreements with the following firms; Crowder Gulf, Inc, Dom's Tree Service, Laser Industries, The Landtek Group, Inc., Looks Great Services, Tully Environmental Inc., Phillips and Jordan, Inc. for the following services:  
  
Full service Disaster and Debris Management Services to be employed as a result of natural and man-made disasters.
2. The work involves the following:
  - Debris Collection & Transport;
  - Site Management, Debris Reduction and Disposal includes managing and operating Temporary Debris Management Sites (TDMs), storage, segregation, reduction, processing and disposal; hazardous waste handling; site restoration;
  - Project management assistance; and assistance with Federal and State reporting and reimbursement efforts.
3. An estimate of the cost is: TBD
4. An estimate of the duration is: Date of Execution to December 31, 2018

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:BJS:jm

c: Christopher Fusco, Director, Office of Labor Relations  
Keith Cromwell, Office of Labor Relations  
William S. Nimmo, Deputy Commissioner  
Kenneth G. Arnold, Assistant to Commissioner  
Brian J. Schneider, Assistant to Deputy Commissioner  
Patricia Kivo, Unit Head, Human Resources Unit  
Loretta Dionisio, Hydrogeologist II





# CERTIFICATE OF LIABILITY INSURANCE

PHIL-10

OP ID: A0

DATE (MM/DD/YYYY)

02/10/2016

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 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 Scott Insurance(Knoxville,TN) 2095 Lakeside Centre Way Knoxville, TN 37922 Matt Kerr-Knoxville	CONTACT NAME: <b>Angie Baker/Scott Insurance</b>	
	PHONE (A/C, No, Ext): <b>865-684-1793</b> FAX (A/C, No): <b>434-455-8984</b>	
	E-MAIL ADDRESS: <b>abaker@scottins.com</b>	
INSURED <b>Phillips and Jordan, Inc.</b> <b>10201 Parkside Drive, Ste 300</b> <b>Knoxville, TN 37922</b>	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : <b>American Contractors Ins. (A)</b>	<b>12300</b>
	INSURER B : <b>ACIG Insurance Company (A)</b>	<b>12300</b>
	INSURER C : <b>American Guar &amp; Liab (A+)</b>	<b>26247</b>
	INSURER D : <b>Zurich American Ins Co (A+)</b>	<b>16535</b>
	INSURER E :	
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GL15A00037 PRIMARY	06/01/2015	06/01/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Contractual Liab		GL15X00037 EXCESS	06/01/2015	06/01/2016	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 5,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 5,000,000
						Emp Ben. \$ 5,000,000
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO		AL15000013	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 25,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AUC-9137945 05	06/01/2015	06/01/2016	AGGREGATE \$ 25,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ -0-					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	WCA000008015,WCA003515-NJ	06/01/2015	06/01/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCA000011615-AR,CA,GA,PA	06/01/2015	06/01/2016	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Florida Automobile		BAP926555304	06/01/2015	06/01/2016	CSL 5,000,000

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

Certificate Holder is additional insured with respects to General Liability if required by written contractual agreement. The insurance company will provide 30 days written notice to the Nassau County of its intent to cancel or terminate.

## CERTIFICATE HOLDER

## CANCELLATION

NASSAU5  Nassau County 1194 Prospect Avenue Westbury, NY 11590	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  <i>Matthew Kerr</i>

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ronnie Jordan, Vice President

10/5/15

Name and Title of Authorized Representative

m/d/yy

Signature

10/5/15

Date

Phillips and Jordan, Incorporated

Name of Organization

10201 Parkside Drive, Suite 300, Knoxville, TN 37922

Address of Organization

RULES RESOLUTION NO.    – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND PHILLIPS & JORDAN, INC.

WHEREAS, the County has negotiated a personal services agreement with Phillips & Jordan, Inc. for Debris Management Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Phillips & Jordan, Inc.

## CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Phillips & Jordan, Inc., having its principal office at 191 P&J Road, P.O. Box 604, Robbinsville, North Carolina, 28771 (the "Firm").

### WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

#### 1. Term.

This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on December 31, 2019 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement by delivering a notice of extension to the Firm at least one thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

#### 1. Services.

(a) The services to be provided by the Firm under this Agreement, for Debris Management Services, shall consist of those specific work divisions and deliverables as enumerated in the "Technical Specifications/Scope of Services," attached hereto and hereby made a part hereof as Exhibit "B", and Price Proposal Forms attached hereto and hereby made part hereof as Exhibits A-1, A-3 and A-4.

(b) If the Firm is authorized, in writing, by the Department, to provide extra services, and the requirements for such extra services are not due to the fault or negligence of the Firm, the Firm shall be compensated for the additional costs of the extra services in accordance with the terms and conditions contained herein.

#### 2. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement, including any extra services that may be so authorized, shall be payable as itemized in the Price Proposal Forms attached hereto and made part hereof as Exhibits A-1, A-3 and A-4 and attached hereto. Notwithstanding the foregoing, the maximum amount to be paid the Firm's services under this Agreement shall not exceed Five Million (\$5,000,000) dollars.

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form



TW  
John West  
Vice Pres.

satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Claims for Payment. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

4. Independent Contractor.

The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default.

The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendix L and EE attached hereto. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended.
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Firm has the right to cure such breach within thirty days of receipt of



notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information of compliance to maintain the certification's accuracy.

**(c) The New York State Department of Labor has advised the County that work performed pursuant to this agreement is covered under Article 8, Section 220 of the New York State Labor Law.**

(d) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(e) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

#### 7. Minimum Service Standards.

Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Firm operates. The Firm shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Firm Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

#### 8. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any willful misconduct or negligent acts or omissions of the Firm or a Firm Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that

the Firm shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Sub-consultants. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County and (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any sub-consultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting.

(a) Generally. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, or (iii) waived, without the prior written consent of the County Executive (the "County Executive") or his or her duly designated deputy, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict

performance, shall not constitute a waiver of such rights.

(b) Subcontracting. Prior to engaging any outside sub-consultants, the Firm shall first obtain the written permission of the Department.

(c) Special Consultants. The Firm shall first obtain the approval of the Department in writing before retaining any Special Consultant for services other than the normal civil, environmental, landscape architecture, structural, mechanical, plumbing, electrical or for any of the services for which the Firm has claimed skill and experience forming the basis of this Agreement. If a Special Consultant is authorized, the Firm shall be reimbursed for the actual cost of the Special Consultant's services.

#### 11. Termination

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm assistance upon Termination. In connection with the termination or impending termination of this Agreement, the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

#### 12. Accounting Procedures: Records

The Firm shall maintain and retain, for a period of six (6) years following the later of termination or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

#### 13. Limitations on Actions and Special Proceedings against the County

No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law.

Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

#### 18. Section and Other Headings

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

#### 19. Entire Agreement

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

#### 20. Administrative Service Charge

The Firm agrees to pay the County an administrative service charge of Five Hundred Thirty Three and 00/100 dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

#### 21. Executory Clause.

Notwithstanding any other provision of this Agreement:


(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

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

[insert name of Firm] Phillips & Jordan, Inc.

By: \_\_\_\_\_

Name: Steve Thompson

Title: Vice President

Date: 02.23.15

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

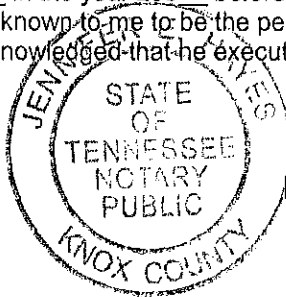
Title: Deputy County Executive

Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

Tennessee  
STATE OF NEW YORK)  
Knox )ss.:  
COUNTY OF ~~NASSAU~~)

On this 23rd day of February in the year 2005 before me personally came  
Steve Thompson to me known, and known to me to be the person described herein and who  
executed the above instrument; and he duly acknowledged that he executed the same.



Jennifer E. Hayes  
NOTARY PUBLIC

My Commission Expires March 6, 2016

STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 200\_\_ before me personally came  
\_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say  
that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of  
the County of Nassau, the municipal corporation described herein and which executed the above  
instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County  
Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined by such title and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgrading, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgrading, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make Best Efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, including the granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must



submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Reward of a County Contract alone shall not be deemed or interpreted as approval of all Contractors' Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators' award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services,

supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further

demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The ~~chief executive officer~~ <sup>Vice President</sup> of the Proposer/Bidder is:

Steve Thompson (Name)

10701 Parkside Dr., Suite 300 Knoxville, TN 37921 (Address)

865.392.3000 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

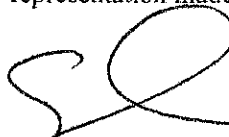
\_\_\_\_\_

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5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

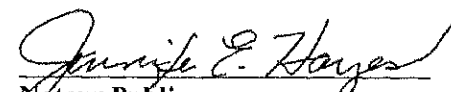
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

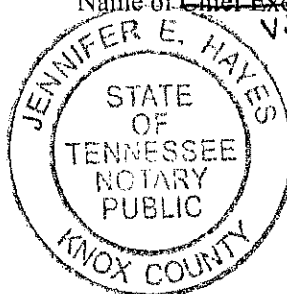
02.23.15  
Dated \_\_\_\_\_

  
\_\_\_\_\_  
Signature of ~~Chief Executive Officer~~  
Vice President

Steve Thompson  
\_\_\_\_\_  
Name of ~~Chief Executive Officer~~  
Vice President

Sworn to before me this  
23rd day of February, 2015.

  
\_\_\_\_\_  
Notary Public



My Commission Expires March 6, 2016

## APPENDIX B

### TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

#### 1. INTRODUCTION

Nassau County (County) may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the health and safety of public and private assets, efficient and effective recovery of debris is paramount following a disaster event. Therefore, the County is seeking to establish a pool of highly experienced and highly qualified Disaster and Debris Management Contractors to protect the health, safety, and welfare of our community should disaster strike.

The DMC shall be fully responsible for debris management activities assigned by the county, including compliance with applicable Federal, State and Local regulations and supporting the County in pursuit of maximum financial recovery allowable.

#### 2. PURPOSE

The County is seeking proposals to establish pre-need, pre-event contracts with qualified and experienced emergency and debris management firms, herein after referred to as Contractor or Debris Management Contractor (DMCs), to provide services to the County prior to, or during disaster or emergency events. Contracts are intended to have a three (3) year period with an optional two year extension. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the DMC shall provide priority status to the County and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the County. DMC may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Executive, or his designee. The County retains the right to obtain similar services from additional contractors.

Debris Collection & Transport includes construction and demolition debris removal; large scale debris removal, field segregation and collection of eligible debris from the public right of way; white goods; electronic wastes; putrescent debris; infectious wastes; chemical, biological, radiological, and nuclear contaminated debris; hazardous tree removal; removal of hazardous limbs; vegetative debris removal, tree trimming, stump grinding and extraction; marine vehicles and vessels salvage operations; waterway debris clearing; removal of soil, mud, and sand from roads and rights-of-way; beach sand screening and replacement; emergency berm construction and transport to Temporary Debris Management Sites (TDMSs); project management assistance; and assistance with Federal and State reporting and reimbursement efforts.

Site Management, Debris Reduction and Disposal includes managing and operating Temporary Debris Management Sites (TDMSs), storage, segregation, reduction, processing and disposal; hazardous waste handling; site restoration; project management assistance; and assistance with Federal and State reporting and reimbursement efforts. Provision of a final disposal site for debris shall be the responsibility of the DMC.

DMC will work under the direction of the County's Debris Removal Manager or the designee of the Commissioner of Public Works. The Commissioner of the Department of Public Works will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Debris Removal Manager.

### **3. DEFINITIONS**

**Beach Sand** means rock material occurring in the form of loose, rounded or angular grains, varying in size from .06 mm to 2 mm in diameter, the particles being smaller than those of gravel and larger than those of silt or clay.

**Choke Point** means an inspection site where all trucks must pass.

**County** means the Nassau County or the County Administration, for whom work is to be conducted pursuant to this RFP and resulting contract.

**Clean As You Go Policy** means clearing all debris from each street or work zone on the first pass, whenever possible.

**Construction and Demolition Debris (C&D Debris)** means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery.)

**Debris** means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

**Debris Management Contractor (DMC)** means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

**Debris Monitor** means the firm retained by the County to monitor the DMC's activities pursuant to its contract with the County and to ensure compliance with FEMA requirements.

**Debris Removal Manager** means the County's representative duly authorized by the County Administration, County Executive, or Commissioner of Public Works Director to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

**Drop-Off Site** means a site established for residents to drop off debris.

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

**Eligible Debris** as determined by FEMA Section #325 Debris Management Guide means debris resulting

from a Presidentially declared disaster whose removal, as determined by the County Executive or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

**Federal Aid Eligible Roads** means roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

**NYDEC** means the New York Department of Environmental Conservation.

**NYSDOT** means the New York State Department of Transportation.

**FEMA** means the Federal Emergency Management Administration.

**FHWA** means the Federal Highway Administration.

**Global Positioning System (GPS)** means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

**Hazardous Stump** means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

**Hazardous Waste** means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Household Hazardous Waste** means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

**Mixed Debris** means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

**NRCS** means Natural Resources Conservation Service.

**Notice to Proceed** means the written notice given by the County Executive to the DMC of the date and time for work to start.



**Project Manager** means the DMC's representative authorized to make and execute decisions on behalf of the DMC.

**Proposer** means any person, partnership or corporation submitting a proposal pursuant to this RFP.

**Temporary Debris Management Site (TDMS)** means a location where debris is temporarily collected, stored, reduced, segregated, and/or processed prior to final disposal.

**Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

**White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

#### **4. GENERAL REQUIREMENTS**

- 4.1. DMC shall supply all labor, supervision, materials, equipment, facilities, power, communications, provisions, and other services and supplies necessary for, or incidental to, the performance of debris removal and disposal services as described in this RFP, in accordance with all laws, regulations and FEMA requirements. Any and all services provided by DMC and labor, materials and equipment used by DMC, and its subcontractors, must comply fully with all Federal, State and local laws, regulations and guidance. Nassau County expects that every attempt will be made to engage Nassau County citizens and businesses, to the degree possible, to complete assigned tasks. DMC shall make a demonstrated good faith effort to meet this expectation.
- 4.2. DMC shall disclose current and future debris management contractual obligations within the Tri-State Area with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude DMC from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of DMC available resources committed to these other accounts. Report will also indicate available resources dedicated to the County. The expectation is that in the event of a disaster, DMC shall provide priority status to the County.
- 4.3. DMC shall not accept, solicit, or contract any local work (within Nassau County not currently under contract) with other governments, private businesses, homeowners, or others while actively performing debris management services for the County during an emergency event, without the express written consent from the County.
- 4.4. DMC's Project Manager or a higher ranking decision-making designee shall be physically present at the County's Emergency Field Operations Command Center within twenty-four (24) hours after the thirty-six (36)-hour hurricane warning is issued. DMC's duties shall include, but are not limited to, assisting in the impact assessment and required resources; assessing damage; coordinating helicopter survey; preparing for first push; ordering and staging equipment and supplies; coordinating the opening of TDMSs; construction of observation towers; and assisting in coordinating the action plan to be operational in the first twenty-four (24) hours.
- 4.5. DMC shall commence debris management services within twenty-four (24) hours of issuance of

Notice to Proceed. The County may issue Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. All equipment is to be checked in with the Debris Removal Manager. All truck capacities shall be measured and all trucks shall be numbered. A truck certification list, including measured capacity, truck number, license plate number, name of owner/subcontractor, photographs shall be provided prior to the beginning of any debris removal operations.

- 4.6. DMC shall provide a Clean as You Go Policy and supervise and enforce such policy during debris management operations.
- 4.7. DMC shall provide the following annual services for the annual payment as bid by DMC and contained herein:
- DMC shall attend and participate in an annual meeting with the County, with is usually held in May.
  - DMC shall prepare and present a written plan of operations, including a clear description of the percentage of work DMC may subcontract out and a list of subcontractors, at an annual meeting with the County.
  - DMC shall annually review and visit, with County staff, the TDMSs to be used during the coming year.
  - DMC shall provide phone consultations and reference information to County staff upon request.
- 4.8. DMC shall provide a safe working environment for its employees and subcontractors. In the event that violations of Federal, State, or Local site safety requirements occur, DMC may be subject to penalty of one thousand five hundred dollars (\$1,500.00) per day until the violation has been adequately addressed.
- 4.9. DMC shall notify the County within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against DMC or its subcontractors while conducting work within the scope of this contract. DMC shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of Federal, State or local laws or regulations.
- 4.10. DMC shall be paid for any special tasks requested by the County and as agreed to by DMC and the County based on the hourly rate schedule contained herein.
- 4.11. As required by FEMA, the County must approve all of DMC's subcontractors prior to their providing service. DMC shall not use a subcontractor or material supplier to whom the County reasonably objects. DMC shall supply the County, as part of the annual plan of operations, a list of local individuals and firms under contract. The expectation is for all debris management subcontractors to work for the DMC rather than the County. All subcontractors will operate in strict accord with local, State, and Federal laws governing the type of work to be performed. Proof of Insurance for contractor and sub-contractors will need to be provided; Contractors must have all necessary licenses and permits.
- 4.12. In the event of a disaster, Nassau County expects that every attempt will be made to engage Nassau County citizens and businesses, to the degree possible, to complete assigned tasks. DMC shall make a demonstrated good faith effort to meet this expectation. DMC agrees to hire or contract with willing

local individuals and firms to provide labor and equipment for emergency services and to give local firms working within the County the first opportunity when awarding subcontracted work.

## 5. DEBRIS REMOVAL

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

- 5.1. FEMA Compliance – DMC shall work closely with the County's Debris Monitor to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos, to include damages to existing roadways, curbing, and/or sidewalk. DMC's failure to obtain FEMA-approved documentation while performing work may result in nonpayment of services to the DMC by the County.
- 5.2. Emergency Road Clearance – Immediately following a disaster, it may be necessary for DMC to cut, toss and/or push debris from primary transportation or emergency access routes as identified and directed by the County. Payment under this item will be on an hourly basis for manpower and equipment as listed on the Price Form in Exhibit A. This hourly work will only be conducted for the first (70) seventy hours only unless otherwise agreed in writing.
- 5.3. Debris Removal from Public Rights-of-Way – As identified and directed by the County, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the County rights-of-way and public property, including parks and preserves. DMC shall provide debris collection in a systematic manner. DMC shall haul all debris to designated TDMSs or other temporary staging areas, disposal sites, or recycling centers, as determined by the Debris Removal Manager. DMC shall segregate all debris to the extent practical. Vegetative Debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner and shall be handled separately from Mixed Debris, and in accordance with the Debris Removal Manager. Vegetative debris removal within unimproved areas of Preserves will not be removed from the site; Tree/Debris removal in Preserves and Drainage Areas will be done on a T&M basis.
- 5.4. Demolition of Structures, Debris Removal from Private and Publicly Owned Property – Should an imminent threat to life, safety and health to the general public be present on private property (right-of-entry program) or publicly owned property other than rights-of-way, DMC, as directed by the County, shall demolish structures and remove and relocate the debris to the public rights-of-way. This service shall commence upon receipt of the completed right-of-entry forms, hold harmless agreements, non-duplication agreements, photographs, and an address-specific Notice to Proceed, and subsequent approval of such Notice to Proceed by the County. DMC shall place all debris collected through this process in the public right-of-way, where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. DMC shall obtain three (3) written quotes for such work and select a subcontractor upon approval by the County's Debris Removal Manager.
- 5.5. Stump Removal, Backfill and Haul – As identified and directed by the County, DMC shall remove Hazardous Stumps, haul each stump to a TDMS or other designated site and backfill each stump hole with compatible material as determined by the County and DMC. Each stump shall be inspected by County and DMC inspectors and documented as to the appropriate size and payment

category. Payment for stumps with a diameter of twenty-four (24) inches or less (as measured two feet from the ground) will be included in the cubic yard price for debris removal. Stumps with a diameter of greater than twenty-four (24) inches will be paid at a separate cubic yard price based on the Stump Conversion Table in FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility, dated July 2007, or any subsequent edition. All stumps that are in the public rights-of-way but not in the ground shall be picked up, transported to a TDMS or other designated site, and included in the overall cubic yard price for debris removal. DMC shall provide and transmit photographs and GPS coordinates of questionable debris or trees or stumps to the Debris Removal Manager to obtain County or FEMA review and approval. **All holes/cavities shall be filled with select fill and top soil.**

- 5.6. Leaning Trees and Hanging Limbs – DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) only upon prior written consent of the Debris Removal Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of way shall be removed.
- 5.7. Multiple Schedule Pass – DMC shall make as many passes as necessary, unless otherwise directed by the Debris Removal Manager, to collect all Vegetative Debris and Mixed Debris set out by residents for collection within the rights-of-way from both sides of the roadway. DMC shall not move from one designated work area to another designated work area without approval from the Debris Monitor or Debris Removal Manager.
- 5.8. Removal from Waterways and Drainage Systems – DMC shall remove storm-generated debris from waterways and drainage systems, including drainage canals, retention areas, creeks and ditches.
- 5.9. Security of Debris during Hauling – DMC shall secure debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, DMC shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with NYSDOT guidelines. As required, DMC will survey the primary routes used by DMC for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadways.
- 5.10. Damage by DMC – DMC shall restore and/or repair, at DMC's expense, all damaged infrastructure (curbs, sidewalks, water meters, utility lines, etc.) if the damage is caused by DMC's activities. DMC is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect or misconduct in the execution of the work on the part of DMC, such property shall be restored by DMC at its expense to a condition similar or equal to that existing before such damage or injury, or DMC shall repair such damage in a manner acceptable to the Debris Removal Manager. DMC shall respond to complaints immediately or within twenty-four (24) hours and repair any damage within the timeframe established by the County. In the event DMC fails to respond in a timely manner, the County may respond and perform damage repairs as necessary and all costs for labor, equipment and supplies shall be deducted from the DMC's invoice. Additionally, DMC's continuous and repetitive incidents of "failure to respond" as contracted may be considered cause to cancel this contract.

- 5.11. Eligibility of Debris – The Debris Removal Manager or Debris Monitor will have load site monitors stationed at designated Choke Points. The Debris Removal Manager or Debris Monitor will also have roving monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the specified locations as designated. Each truck that is observed picking up material outside of the designated rights-of way or assigned work zone, or material that is classified as ineligible, will have all loads hauled that day deducted and the load tickets invalidated. DMC shall be responsible for any hauling, processing and disposal costs charged to the County by that truck during that day.
- 5.12. Onsite Chipping – In areas not accessible by debris removal equipment and as directed by the Debris Removal Manager, DMC will chip limbs, branches, foliage, etc., onsite using a handfed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Debris Removal Manager. **Vegetative material in the Asian Long Horned Beetle Quarantine area must be brought to a site within the quarantine area and double chipped or burned on site.**
- 5.13. Interference with Disaster Recovery Efforts – DMC shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.
- 5.14. Accumulation of Debris – No debris shall be allowed to accumulate or be stored on public property or private property at any time without proper authorization from the Debris Removal Manager. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of way in such a manner as to result in a hazard to the public.
- 5.15. Monitoring of DMC Removal Activities – The Debris Removal Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the County or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

## **6. TEMPORARY DEBRIS STORAGE AND REDUCTION (TDSR) SITES**

- 6.1. The County has designated TDMS locations for use. DMC and the County will annually review these and any alternate sites for debris management to identify the TDMSs for use during each year of this contract. TDMSs shall be for the exclusive use of the County.
- 6.2. DMC shall be prepared to establish additional TDMSs as deemed necessary by the County to ensure an adequate number of TDMSs for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation. DMC may invoice the County, on the annual billing statement, for any pre-event permit expenses requested by the County.

- 6.3. DMC shall have TDMSs ready to open and receive debris within thirty-six (36) to forty-eight (48) hours of notification by the Debris Removal Manager. TDMSs will be activated on an "as needed" basis. In the event that no County TDMSs are opened, DMC shall transport debris directly to a disposal facility as designated by Nassau County
- 6.4. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin, and will periodically update video and photographic documentation to track site evolution.
- 6.5. DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMSs. The number of active sites will be determined by the Debris Removal Manager and/or Debris Monitor based on the severity of the disaster. The Debris Removal Manager will provide access and authorization to DMC to operate on the designated TDMSs, including all information in the Debris Removal Manager's possession regarding the sites that is necessary for successful operation. Pre-event planning information shall be included in the annual plan of operations.
- 6.6. DMC will provide a site operations plan for review and approval by the Debris Removal Manager prior to beginning work. At a minimum, the plan will address the following:
- Access to the site.
  - Site management, to include point of contact, organizational chart, etc.
  - Traffic control procedures.
  - Site security.
  - Site safety.
  - Site layout/segregation plan.
  - Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.
  - Site Restoration plan
- 6.7. DMC will be responsible for preparing each TDMS to accept debris including, but not limited to, any site work and materials necessary to build and maintain stabilized roads for ingress or egress or any roads throughout the site; construction of two (2) roofed inspection towers (one for incoming vehicles and one for outgoing vehicles) of sufficient height and design for a minimum of three (3) inspectors, **including window on all four sides; windows must open on sides where trucks will pass; must be built on stable and compacted material; must have stairs with hand rails and a door; must include a table and chairs;** any environmental requirements such as wind-born debris control fencing, silt fencing or water retention berms; construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The towers shall be constructed in accordance with FEMA guidelines **and shall provide adequate temperature control.** DMC will be responsible for providing portable sanitary facilities and sewage treatment; potable water, fuel, and electricity and other utilities at the TDMSs. DMC shall provide utility clearances as appropriate.
- 6.8. DMC shall be responsible for installing site security measures and maintaining security for operations at the site.

- 6.9. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMSs on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with County approval. Processing may include, but is not limited to, reduction by tub grinding, horizontal grinding/shredding, air curtain incineration when approved, or other alternate methods of reduction such as compaction. The Debris Removal Manager will determine the method to be used based on environmental and operational considerations. If incineration is used, the site shall have a fire tender on duty twenty-four (24) hours per day. However, based on past experience, incineration is not a preferred method of debris reduction for the County.
- 6.10. DMC shall chip/grind Vegetative Debris within forty-eight (48) hours of receipt at a TDMS. Chips/mulch should be stored in piles no higher than fifteen (15) feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on the ground at a TDMS.
- 6.11. DMC shall ensure that every load entering or leaving the TDMSs is inspected by the County's Debris Monitor and that proper documentation is completed, including a load ticket, to verify and document the contents and cubic yards.
- 6.12. DMC shall be responsible for proper handling, storage, and disposal of any Electronic Waste, Putrescent Debris, Infectious Waste, Chemical, Biological, Radiological and Nuclear-Contaminated Debris or Hazardous Waste brought to the TDMSs in accordance with Federal, State, and local laws and regulations. DMC shall provide a suitable area at each TDMS to accommodate all Electronic Waste, Putrescent Debris, Infectious Waste, Chemical, Biological, Radiological and Nuclear-Contaminated Debris, and Hazardous Waste. The area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.
- 6.13. DMC shall be responsible for transporting and disposing of all materials received and processed at the TDMSs in accordance with all applicable Federal, State and local laws and regulations. DMC shall be responsible for locating disposal sites in the best interest of the County and present such sites to the County for review and approval. DMC shall obtain, on behalf of the County, and shall provide the County with a written contract for each disposal site. The County shall direct waste flow and approve all disposal sites prior to use. DMC shall be responsible for documenting cubic yardage or tonnage and tip fee rates without mark-up for reimbursement. Tipping fees should not be included on the Price Form in Exhibit A.
- 6.14. DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, removal of any dead trees/shrubs; replanting as necessary, repairing irrigation fences, sidewalk, paths and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local requirements. Restoration of the site may require resurfacing. Area is to be swept with a mechanical sweeper at the end of debris processing operations.

## **7. RESIDENTIAL DROP-OFF SITES**

The County may elect to open a number of Drop-Off Sites to allow County residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.

## **8. ADDITIONAL SERVICES**

DMC may be requested to perform the services detailed below:

- 8.1. Marine Debris Removal – DMC shall clear canals and waterways of debris and fallen trees as identified and directed by the County in writing. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the County's Debris Removal Manager. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- 8.2. Removal of Vehicles and Vessels – DMC, as directed by the County, shall remove vehicles and vessels from land and waterways. DMC shall obtain three (3) quotes for such work and select a subcontractor upon approval by the County's Debris Removal Manager.
- 8.3. Dead Animal Carcasses – DMC shall collect, transport and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- 8.4. Sand Screening – As directed by the County, DMC shall screen sand to remove debris deposited by an event. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen, and returning clean sand to the beach or designated site. Debris removed from the sand shall be collected, transported and processed at a TDMS. DMC shall obtain all permits and perform work in compliance with applicable Federal, State and local laws and regulations.
- 8.5. White Goods – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State and local laws and regulations. White Goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling or recycling.
- 8.6. E-Waste – DMC shall remove, haul and recycle in any permissible manner consistent with Federal, State and local laws and regulations, E-Waste from public property and rights-of-way.
- 8.7. Emergency Potable Water – DMC shall provide the County with whole pallets of individually bottled drinking water. The County will instruct DMC as to the number of pallets needed,



location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary.

- 8.8. Emergency Ice – DMC shall provide the County with whole pallets of cubed ice made from potable water in individually packaged bags between five (5) and ten (10) pounds. The County will instruct DMC as to the number of pallets needed, location(s) for delivery, and schedule for delivery. Multiple deliveries may be necessary and the delivery vehicle may be required to stay with the ice for several days.
- 8.9. Other Services as Requested – DMC shall also provide other related services as requested by the County, including handling of Infectious Waste, Chemical, Biological, Radiological and Nuclear-Contaminated Debris.

## 9. DOCUMENTATION MANAGEMENT AND SUPPORT

DMC shall provide data management and support to the County during the emergency recovery effort including, but not limited to, the following:

- 9.1. Nassau County intends to utilize an electronic debris management system to track and report debris collection and transport operations. Additionally, Nassau County will use paper debris load tickets as a backup to the electronic tickets. DMC shall be responsible for making the information below available to the Debris Monitor for preparation of electronic tickets and/or paper tickets.
- 9.2. Each load ticket (electronic or paper) shall contain the following information:
- Contractor/Subcontractor name.
  - County Project Name and number.
  - Load ticket number.
  - Date and time of pick up.
  - Date and time of delivery.
  - Pick up location (by street address or block).
  - % total Capacity.
  - Debris classification.
  - Truck/Trailer ID number, license number, and measured capacity.
  - Delivery site.
  - County's designated Load Monitor and Site Monitor printed name and signature.
  - Contractor's designated representative printed name and signature
  - GPS Coordinates and Photograph (for electronic tickets).
- 9.3. Load tickets will be issued by the Debris Monitor or County personnel prior to departure from the loading site or upon arrival at the debris staging area. The Load Monitor/County will keep one (1) copy of the load ticket, the Site Monitor will retain one copy of the ticket, and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets and provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, every thirty (30) days or more frequently as requested by the Debris Removal Manager.

- 9.4. DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placard shall also include the County seal, the wording "Emergency Debris Contractor" and the DMC's name.
- 9.5. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
- 9.6. DMC will work closely with the County and applicable Federal, State and local agencies to ensure that the County's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the County all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall provide hard copies and indexed electronic scanned documents with an itemized spreadsheet. DMC shall assist the County in preparing Federal and State reports and applications for reimbursement, including training agency/departments employees. DMC shall review all reimbursement applications prepared by the County or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the County or Debris Monitor of any recommended changes, corrections, alterations or deletions. DMC shall assist, as directed by the County, in responding to Federal and State agency requests for additional information and in negotiations with Federal and State officials. **Nassau County shall have representation at any meetings involving federal and/or State Officials.** DMC shall retain all documentation and records for a minimum of six (6) years.
- 9.7. DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.
- 9.8. DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the County as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

#### **10. STAFF AND EQUIPMENT REQUIREMENTS**

- 10.1. DMC shall have a professional staff with the knowledge, skills and training to manage the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, NYSDOT, NYSDEC, Nassau County and other applicable Federal, State or local agency regulations and policies is required.
- 10.2. DMC shall ensure that its work force, including subcontractors, maintains self-sufficiency related to fuel, vehicle repair/maintenance, housing, **staging, field offices**, sanitation, food, and related accommodations in a manner that is consistent with local requirements and minimizing adverse

effects on the community. Employee overnight camping must be approved by the Debris Removal Manager.

- 10.3. DMC shall employ a Project Manager and an Operations Manager, both fluent in English, who shall be accessible and shall have full authority to act on behalf of DMC and to address and resolve issues that may arise during the course of the work. All communications given to the Project Manager or Operations Manager in writing by the Debris Removal Manager shall be as binding as if given to DMC. The County expects the DMC to dedicate key employees to this contract for a minimum period of one year in order to fully understand the scope and responsibilities as a first responder. Generally, in preparation of the annual plan of operations, substitution of key employees should commence at the annual meeting in May of each year, with resumes provided to Nassau County.
- 10.4. The Operations Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone and email. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, DMC shall provide its Project Manager and Operations Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the County.
- 10.5. DMC's Operations Manager shall coordinate daily with the Debris Removal Manager and Debris Monitor, and shall comply with all directions and guidance provided by SEMO/FEMA representatives.
- 10.6. DMC must attend any and all meetings required by the Debris Removal Manager to evaluate the debris removal and disposal operations.
- 10.7. All equipment and equipment operators used in the performance of this contract must be in compliance with all applicable Federal, State, and local rules and regulations.
- 10.8. Prior to start of work, DMC shall submit, electronically and in hardcopy to the County and Debris Monitor, certification indicating the type of vehicle; make; model; license plate number, photographs; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. DMC and Debris Monitor or Debris Removal Manager shall jointly measure the volume of each piece of equipment, including sub-contractors, calculated from actual interior bed measurements.
- 10.9. Per FEMA Recovery Policy RP9523.12, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Removal Manager or Debris Monitor. The observed capacity of all hand-loaded trucks and trailers shall be reduced by fifty percent (50%) to account for low compaction.
- 10.10. All trucks and trailers utilized in transporting debris shall have a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris while in transport. All trucks and trailers should be capable of rapidly dumping its load without the assistance of other equipment.

Subject to approval by the County, sideboards or other extensions to the bed are allowed provided they meet all applicable rules and regulations and are constructed to withstand severe operating conditions. Vehicles must be re-measured and re-marked if sideboards or extensions are removed or if the vehicle is similarly altered. Vehicle load tarps may be required before the recovery period is complete.

- 10.11. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. DMC must equip each truck with temp GPS device and access given to the county. Excessively sized equipment (100 cubic yards and up) or non-rubber-tired equipment must be approved for use on the road by the Debris Removal Manager or Debris Monitor.
- 10.12. All equipment used in the performance of this contract shall be in good operating condition. All equipment, including but not limited to grinding equipment, generators, light towers, etc., shall be equipped with a properly functioning accurate hour meter.
- 10.13. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. DMC shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will DMC mix debris hauled for others with debris hauled under this contract. DMC and subcontracted employees are strictly prohibited from engaging in scavenging. Trucks used for hauling will be subject to spot checks at the county's discretion as to contents, weight, etc.
- 10.14. DMC shall be responsible for obtaining sites to stage equipment, such as trucks, when not in use.

## **11. REPORTING**

DMC shall submit periodic, written reports, in a format required by the County, documenting the progress of debris removal and disposal. These reports shall include, but are not limited to, the following:

- 11.1. Daily Reports – DMC shall make daily reports to the County to detail the progress of debris removal and disposal operations. Such reports shall include (1) a description of all areas where work was done, detailing street names and address blocks where debris removal was completed during each pass; (2) types and volumes of debris transported, reduced and disposed; (3) the number of trucks, other equipment and personnel utilized that day; and (4) other operational and complaint tracking information as requested by the County. The format of the reports shall be developed during the pre-event planning and coordination phase.
- 11.2. Weekly Summaries – DMC shall submit, within two days of the close of the week, a summary of all information contained in the daily reports as described above. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include DMC or subcontractor name, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable), field monitor name/number, TDMS, tower monitor name, debris materials categorization, location of collection (e.g., ROW), etc.

- 11.3. Damage Reports - DMC shall notify the Debris Removal Manager, on a daily basis, of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
- 11.4. Data Reconciliation – Reconciliation of data will be accomplished weekly between DMC and the Debris Removal Manager or Debris Monitor. All discrepancies will be resolved within five (5) days.
- 11.5. Final Project Closeout – Within thirty (30) days of final inspection and/or closeout of the project by the County, DMC shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to, the total volume by type of debris hauled, reduced and/or disposed; final disposal locations and amounts of the debris delivered to each; and the total cost of the project invoiced to the County. DMC shall provide, upon request of the County and/or no later than project closeout, a release of liens demonstrating that all subcontractors to DMC have been fully paid. DMC will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County. Final project reconciliation must be approved by the County.
- 11.6. Report Maintenance – DMC will be subject to audit by Federal, State and local agencies. DMC shall maintain all reports, records, debris reporting tickets and correspondence related to this contract for a period of not less than six (6) years.

## **12. OTHER OPERATIONAL CONSIDERATIONS**

- 12.1. Inspection – All emergency debris shall be subject to inspection by the Debris Monitor, Debris Removal Manager, his designee, or any public authority in accordance with generally accepted standards to insure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and County access to all work sites, TDMSs and disposal areas.
- 12.2. Working Hours – Unless otherwise approved by the County, all activity associated with gathering, loading and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With County approval, debris reduction activities at the TDMSs may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and meal time when hourly rates apply and such time shall be posted on invoice. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with County approval. DMC shall be responsible to coordinate with the Debris Removal Manager in the event weather conditions delay or modify the daily schedule.
- 12.3. Traffic Control – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas in accordance with the Manual of Uniform Traffic Control Devices.

### 13. TECHNICAL ASSISTANCE

DMC may be requested by the County to provide technical expertise and guidance to support the County during the emergency recovery effort including, but not limited to, the following:

- Assisting in emergency debris recovery planning efforts such as disaster recovery plan development and identification of adequate TDMSs and other resources.
- Assisting in determining and assessing the impact and magnitude of the emergency event before federal assistance is requested, identifying damaged locations and facilities, assessing and preparing initial estimates of debris volumes, distinguishing between pre-emergency damage and emergency-generated damage, documenting eligible costs, and describing the physical and financial impact of the emergency.
- Providing training sessions for key County personnel or designated representatives.
- Assisting with developing, producing or distributing public information.

**EXHIBIT A-1 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide all-inclusive unit prices that include supplying all materials, equipment, tools, and labor necessary to perform the duties described in the Item Number. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the County without markup by the Contractor. Prices must be provided for all categories below or Proposer's response may be deemed non-responsive.

Item No.	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal - Vegetative Debris removal from public rights-of-way and hauling to TDMS or other designated location (Notes 1, 2)	CY	\$21.50
2	Mixed Debris Removal - Mixed Debris removal from designated work zone and hauling to TDMS or other designated location (Notes 1, 2)	CY	\$23.50
3	Debris Removal from Drop-Off Sites - Debris removal from Drop-Off Sites and hauling to TDMS or other designated location (Notes 1, 2)	CY	\$17.00
4	Vegetative Debris Grinding - Reduction of Vegetative Debris via grinding at TDMS or other designated location	CY	\$5.50
5	Mixed Debris Processing - Separation of Mixed Debris into Construction and Demolition Debris or Vegetative Debris at TDMS or other designated location	CY	\$3.00
6	<b>Haul-out of Reduced Vegetative Debris - Hauling reduced Vegetative Debris from TDMS or other designated location to final disposal site (Notes 3 and 4)</b>		
6A	Up to 20 miles one way	CY	\$7.50
6B	Up to 40 miles one way	CY	\$10.50
6C	Up to 60 miles one way	CY	\$14.00
7	Haul-out of Separated C&D Debris - Hauling Construction & Demolition Debris from TDMS or other designated location to final disposal site (Notes 3 and 4)	CY	\$14.00
8	<b>White Goods Collection and Disposal</b>		
8A	Collection and Transport of White Goods Hauling of White Goods to TDMS or other designated location. (Note 4)	EA	\$110.00
8B	Haul-out of White Goods (including Freon Removal) - Removal of Freon from white goods; hauling of White Goods from TDMS to recycler (Note 4)	EA	\$50.00
9	<b>E-Waste Collection and Disposal</b>		
9A	Collection and Transport of E-Waste - Hauling of E-Waste such as televisions, computers, computer monitors, microwaves, and other items specified by the County in writing to TDMS or other designated location. (Note 4)	EA	\$5.00
9B	Haul-out of E-Waste - Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the County in writing. (Note 4)	EA	\$5.00

**EXHIBIT A-1 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

<b>10</b>	<b>Hazardous Stump Removal - Removal of Hazardous Stumps in rights-of-way and hauling to TDMS or other designated location and backfilling (Note 5)</b>					
10A		Diameter of Stump 25 - 36 Inches (2 feet from ground)			CY	\$60.00
10B		Diameter of Stump 37 - 48 Inches (2 feet from ground)			CY	\$60.00
10C		Diameter of Stump >48 Inches (2 feet from ground)			CY	\$60.00
10D		Backfill Delivered and Placed			CY	\$40.00



**EXHIBIT A-1 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

<b>11</b>	<b>Partially Uprooted Leaner - Price includes excavating root ball and placing it in the right-of-way and backfilling</b>							
11A		Diameter of Tree <25 inches (2 feet from ground)					Tree	\$125.00
11B		Diameter of Tree 25 - 36 inches (2 feet from ground)					Tree	\$400.00
11C		Diameter of Tree >36 inches (2 feet from ground)					Tree	\$600.00
11D		Backfill Delivered and Placed					CY	\$40.00
<b>12</b>	<b>Split Leaner (no exposed root ball) - Price includes flush cutting the tree trunk</b>							
12A		Diameter of Tree <25 inches (2 feet from ground)					Tree	\$75.00
12B		Diameter of Tree 25 - 36 inches (2 feet from ground)					Tree	\$150.00
12C		Diameter of Tree >36 inches (2 feet from ground)					Tree	\$200.00
<b>13</b>	<b>Removal of Dangerous Hanging Limbs (2" or more in diameter) - Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal.</b>							
13A		1 - 5 limbs					Tree	\$150.00
13B		6 - 10 limbs					Tree	\$250.00
13C		All limbs from tree					Tree	\$300.00
14	Management and Haul-out of Household Hazardous Waste - Proper management, storage and disposal of Household Hazardous Wastes						LB	\$20.00
15	Dead Animal Removal - Dead animal collection, transport and disposal						LB	\$20.00
16	Sand Screening - Debris-laden sand removed, collected, hauled to a designated site, screened, and returned to the beach or other designated location. Debris to be hauled to a TDMS or other designated location						CY	\$18.00
17	Provide Ice - To be delivered in trailer load quantities						LB	\$3.50
18	Provide Bottled Water - To be delivered in trailer load quantities of 16 ounce bottles on pallets						Case (24)	\$35.00
19	Cost of Payment and Performance Bonds						LS	5.00% of

Contract Price

**Notes:**

- 1 These prices assume the distance between the pickup location and TDMS or other designated location is 20 miles or less.
- 2 Invoices to be paid based on incoming load tickets.
- 3 Invoices to be paid based on outgoing load tickets.
- 4 Contractor will pay disposal fee, if applicable, at final disposal site(s) and bill the County at cost. Contractor will likewise reimburse County for any revenue received for salvaged or recycled materials.
- 5 Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 15, 2007, or any subsequent edition

**EXHIBIT A-3 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. Proposer shall invoice the County using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

Item	Labor Category	Hourly Labor Rate
1	See Attached	\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$

Use additional sheets if necessary.

**EXHIBIT A-4 (Addendum No. 5)**  
**PRICE PROPOSAL FORM**  
**NASSAU COUNTY RFP FOR DEBRIS MANAGEMENT**

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. Proposer shall invoice the County using hourly rates only during events that are not declared emergencies and during the first seventy (70) hours after a declared emergency.

Item	Equipment Type	Hourly Equipment Rate
1	See Attached	\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
11		\$
12		\$
13		\$
14		\$
15		\$

Use additional sheets if necessary.

<u>Item / Description</u>	<u>Hourly Price</u>
1.0 JD 544 Wheel Loader with debris grapple	\$ 146.50
2.0 JD 644 Wheel Loader with debris grapple	\$ 149.50
3.0 Extendaboom Forklift with debris grapple	\$ 149.50
4.0 753 Bobcat Skid Steer Loader with debris grapple	\$ 110.50
5.0 753 Bobcat Skid Steer Loader with bucket	\$ 110.50
6.0 753 Bobcat Skid Steer Loader with street sweeper	\$ 110.50
7.0 30-50 H Farm Tractor with box blade or rake	\$ 84.50
8.0 2 - 2 1/2 cu. yd. Articulated Loader with bucket	\$ 136.50
9.0 3 - 4 cu. yd. Articulated Loader with bucket	\$ 149.50
10.0 JD 648E Log Skidder, or equivalent	\$ 162.50
11.0 CAT D4 Dozer	\$ 123.50
12.0 CAT D5 Dozer	\$ 136.50
13.0 CAT D6 Dozer	\$ 143.00
14.0 CAT D7 Dozer	\$ 149.50
15.0 CAT D8 Dozer	\$ 156.00
16.0 CAT 125 - 140 HP Motor Grader	\$ 201.50
17.0 JD 690 Trackhoe with debris grapple	\$ 143.00
18.0 JD 690 Trackhoe with bucket & thumb	\$ 156.00
19.0 Rubber Tired Excavator with debris grapple	\$ 156.00
20.0 JD 310 Rubber Tired Backhoe with bucket & hoe	\$ 136.50
21.0 Rubber Tired Excavator with debris grapple	\$ 227.50
22.0 210 Prentiss Knuckleboom with debris grapple	\$ 227.50
23.0 CAT 623 Self-Loader Scraper	\$ 325.00
24.0 Hand-Fed Debris Chipper	\$ 45.50
25.0 300 - 400 HP Tub Grinder	\$ 390.00
26.0 800 - 1,000 HP Tub Grinder	\$ 520.00
27.0 30 Ton Crane	\$ 468.00
28.0 50 Ton Crane	\$ 728.00
29.0 100 Ton Crane (8 hour minimum)	\$1,170.00
30.0 40 - 60' Bucket Truck	\$ 208.00
31.0 Greater Than 60' Bucket Truck	\$ 234.00
32.0 Fuel / Service Truck	\$ 104.00
33.0 Water Truck	\$ 104.00
34.0 Portable Light Plant	\$ 23.40
35.0 Lowboy Trailer with Tractor	\$ 162.50
36.0 Flatbed Truck	\$ 62.40
37.0 Pick-up Truck (unmanned)	\$ 19.50
38.0 Self-Loading Dump Truck with debris grapple	\$ 227.50
39.0 Single Axle Dump Truck, 5 - 12 cu. yd.	\$ 105.00
40.0 Tandem Axle Dump Truck, 16 - 20 cu. yd.	\$ 115.00
41.0 Tandem Axle Dump Truck, 21 - 30 cu. yd.	\$ 130.00
42.0 Tandem Axle Dump Truck, 31 - 50 cu. yd.	\$ 150.00
43.0 Tandem Axle Dump Truck, 51 - 80 cu. yd.	\$ 175.00
44.0 Power Screen	\$ 227.50
45.0 Stacking Conveyor	\$ 78.00
46.0 Chainsaw	\$ 8.50
47.0 Air Curtain Incinerator, self-contained	\$ 110.50
48.0 Temporary Office Trailer	\$ 39.00
49.0 Mobile Command and Communications Trailer	\$ 78.00
50.0 Off road truck	\$ 162.50

<u>Item / Description</u>	<u>Hourly Price</u>
1.0 Laborer, with small hand tools, and Traffic Control Flagperson	\$ 95.00
2.0 Skilled Sawman	\$ 100.00
3.0 Crew Foreman with cell phone	\$ 130.00
4.0 Operations Manager with cell phone	\$ 160.00
5.0 Tree Climber w/gear	\$ 110.00
6.0 Administrative Assistant	\$ 75.00
7.0 Carpenter	\$ 71.50
8.0 Clerical	\$ 62.40
9.0 Crew Leader	\$ 130.00
10.0 Electricians	\$ 143.00
11.0 Fabricator	\$ 130.00
12.0 Field Technicians	\$ 101.40
13.0 Foreman w truck	\$ 127.40
14.0 Inspector w vehicle	\$ 119.60
15.0 Project Manager	\$ 143.00
16.0 Security Personnel	\$ 95.00
17.0 Superintendent w truck	\$ 130.00
18.0 Survey person w truck (crew)	\$ 325.00
19.0 Traffic Control	\$ 95.00
20.0 Truck Driver	\$ 105.00
21.0 Vehicle Mechanic	\$ 110.00
22.0 Welder	\$ 125.00
23.0 Worker to assist w potable water	\$ 95.00
24.0 Project Engineer	\$ 162.50
25.0 Health & Safety specialist	\$ 104.00
26.0 Chemist	\$ 162.50
27.0 Project Geologist	\$ 162.50
28.0 Regulatory Manager	\$ 143.00
29.0 Equipment Operator	\$ 110.00