

Contract
Between the State of New Jersey
and AshBritt, Inc.

Whereas, in Executive Order No. 104 (Oct. 27, 2012) the Governor has declared a State of Emergency in the State of New Jersey due to Hurricane Sandy, and the aftermath thereof; and

Whereas, there exists an emergent need for removal of debris from State or Local Government entity roads and properties, or in some instances, upon the specific direction of the State or a Local Government entity with jurisdiction, on private properties; and

Whereas, the immediate delivery of these services is necessary to reduce or eliminate health and safety hazards, or potential health and safety hazards, such that purchase of these services without public bidding is appropriate pursuant to N.J.S.A. 52:34-10(b); and

Whereas, AshBritt, Inc. has experience with debris removal, staging, sorting, recycling and disposal in similar circumstances and in accordance with United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) regulations, as evidenced by State of Connecticut Contract No. 08PSX0027 (CT Contract);

Nowtherefore, the State and AshBritt Inc., hereby agree as follows:

1. AshBritt, Inc. (Contractor) shall remove, stage, sort, recycle and dispose of debris (Provide Debris Removal and Management Services) from specified roads or properties upon the Specific Direction of the State or a one of the entities in the State's Cooperative Purchasing Program, as that term is defined in N.J.A.C. 17:12-13 (Cooperative Purchasing Partner), which includes local government entities, under the same standards and procedures, including FEMA regulations, as set forth in the CT Contract, unless the standards are in conflict with any standards set by or under New Jersey statutes, regulations, policies or guidance, in which case the debris shall be removed in a manner consistent with the standards and procedures set by FEMA regulations and the New Jersey statutes, regulations, policies and guidance.
 - a. Specific Direction shall be in the form of a Task Order or Purchase Order for Debris Removal and Management Services and shall be in a writing signed or authorized by the an official of the State or one of the State's Cooperative Purchasing Partners, and transmitted to the Contractor by any means, which shall include electronic mail or facsimile.
2. The CT Contract is incorporated into this Contract by reference except to the extent that it conflicts with New Jersey law, regulations, policies and guidance and all references to CT statutes, regulations, policies and guidance shall refer to analogous NJ statutes, regulations, policies and guidance, to the extent that they exist.

3. The prices for Debris Removal and Management Services shall be the prices set forth in Price Schedule and Price Schedule Supplement to the CT contract.
 - a. Payment shall be made upon Contractor's presentation of an invoice to the entity issuing the Specific Direction.
 - b. Payments shall be made in accordance with the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32, et. seq.
 - c. No assessments pursuant to N.J.A.C. 17:12-1.5, shall be made for transactions under this Contract.
4. The Debris Monitors, as that term is used in the CT Contract shall be contracted for by the State or Cooperative Purchasing Partner, as appropriate for the Specific Direction.
5. The Contractor has agreed to the New Jersey Division of Purchase and Property Waivered Services Standard Terms and Conditions, (6/29/2011) (State Standard Terms and Conditions), attached as Exhibit B, and the Additional Terms for American Recovery and Investment Act of 2009, attached as Exhibit C.
6. AshBritt, Inc. shall take all necessary steps to apply for the appropriate license pursuant to N.J.S.A 13:1E-126, et seq., (A-901 License) for solid waste transportation or brokerage of solid waste transportation, as applicable, within 2 business days of its execution of this Contract. For purposes of this paragraph, business days shall mean days in which all State employees (not just essential State employees) are required to report for work. State employees were not required to report on October 29, 30, or 31, 2012.
7. In addition to the subcontracting requirements elsewhere in this Contract, Contractor shall subcontract with companies to haul solid waste that have the appropriate A-901 Licenses, to the extent sufficient licensed subcontractors are available to meet the contract need. If sufficient licensed subcontractors are not deemed to be available by Contractor, Contractor shall send a notice to the State, explaining what efforts were made to subcontract with licensed subcontractors, and why it in good faith believes that no other licensed subcontractors are available. In no event shall Contractor subcontract with any subcontractor that has had its A901 License revoked or suspended, or the analogous license in another jurisdiction revoked or suspended. Any unlicensed subcontractor must apply for a Temporary Transporter Registration from New Jersey Department of Environmental Protection (NJDEP) prior to transferring any debris or solid waste. Contractor shall notify the State of the name of each subcontractor and that subcontractor's A-901 license number, if available.
8. Contractor shall comply with County Solid Waste Management plans, including any applicable solid waste flow control requirements. Notwithstanding the foregoing, pursuant to its authority under the Solid Waste Management Act, the State may direct waste to locations other than those designated in county solid waste management plans if upon finding by the Department that concerns of environmental protection, health, safety and expeditious emergency debris management require use of other disposal locations.

9. This Contract shall be in effect from October 30, 2012 to April 30, 2013. Any Specific Direction transmitted during the term may be completed by the Contractor after the term expires, with an option for extension in whole or in part, until October 30, 2013, provide the exigency still exists.

10. Primary contacts for the Contractor are as follows:

John W. Noble
Chief Operations Officer
AshBritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441
jnoble@ashbritt.com
Office: (954) 545-3535
Mobile: (954) 683-0247
Fax (954) 545-3585

Dow Knight
Senior Vice President
AshBritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441
dknight@ashbritt.com
Office: (954) 545-3535
Mobile: (954) 818-4416
Fax (954) 301-0672

11. Primary contacts for the State as to the contract is:

Jignasa Desai-McCleary, Director
New Jersey Division of Purchase and Property,
Department of the Treasury
33 W. State Street, P.O. Box 230
Trenton, NJ 08625-0230
Telephone: (609) 292-4886
Fax: (609) 984-2575

or a designee later identified in a notice to Contractor.

12. Primary contacts for the any Specific Direction shall be:

- a. identified in the Specific Direction issued in accordance with paragraph 1, AND
- b. a member of the New Jersey Office of Emergency Management to be identified in a notice to Contractor.

13. This is a non-exclusive Contract.

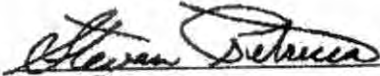
14. Any claims against the State under this Participating Addendum are subject to the Tort Claims Act (N.J.S.A. 59:1-1 et. seq.) and the Contractual Liability Act (N.J.S.A. 59:13-1 et. seq.).
15. All publicity and/or public announcements pertaining to this Contract shall be approved by the State prior to release.
16. The following are New Jersey procurement requirements that Contractor either has fulfilled or, in light of the exigent circumstances, agrees to fulfill prior to receipt of any payment under this Contract:
 - a. New Jersey Business Registration (N.J.S.A. 52:32-44);
 - b. Ownership Disclosure (N.J.S.A. 52:25-24.2);
 - c. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
 - d. Executed Notice of Set-Off for State Tax (N.J.S.A. 54:49-19);
 - e. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.);
 - f. Disclosure of Investigations and Actions Involving Bidder ;
 - g. Vendor Certification (P.L. 2005, c.271);
 - h. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.)
 1. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.
 - i. Executed Certification of Non-Involvement in Prohibited Activities in Iran (N.J.S.A. 52:32-58).
17. This Agreement, including, without limitation, and the State's Standard Terms and Conditions, and the CT Contract, as amended herein, set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
18. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Contract and the CT Contract shall not be added to or incorporated into this Contract by any subsequent Specific Direction or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected, except to the extent required by New Jersey statute, regulation, policy, or guidance or New Jersey local entity ordinance.
19. The documents below shall govern the liability of the Contractor and the State for the services and products being provided by the Contractor in the following order of precedence:
 - a. This document;
 - b. The State Standard Terms; and Conditions; and

c. The CT Contract, as amended herein.

20. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
21. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.
22. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of New Jersey



Steven Petrecca
Assistant Treasurer

10/31/2012
Date

Contractor:

AshBritt, Inc.

John W. Noble
Chief Operating Officer

Date

Approved as to Legal Form:

Jeffrey S. Chiesa
Attorney General of New Jersey

By:

Beth Leigh Mitchell
Assistant Attorney General

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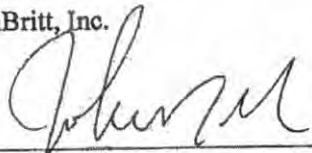
State of New Jersey

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Date

Contractor:

AshBritt, Inc.



John W. Noble
Chief Operating Officer

10/31/12

Date

Approved as to Legal Form:

Jeffrey S. Chiesa
Attorney General of New Jersey

By:

Beth Leigh Mitchell
Assistant Attorney General

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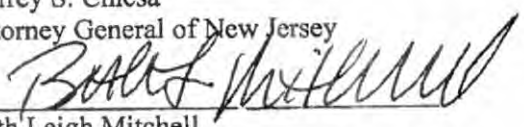
John W. Noble
Chief Operating Officer

Date

Approved as to Legal Form:

Jeffrey S. Chiesa
Attorney General of New Jersey

By:



Beth Leigh Mitchell
Assistant Attorney General

STATE OF NEW JERSEY REQUEST FOR WAIVER OF ADVERTISING DEPARTMENT OF THE TREASURY • DIVISION OF PURCHASE AND PROPERTY INSTRUCTIONS: Complete and answer ALL ITEMS 1 thru 17. See statutory citations 52:34-9 & 52:34-10 and refer to current waiver procurement circular for detailed instructions.		(FOR PURCHASE BUREAU USE ONLY) Waiver No: AG-063 Document Number:
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PART I — MUST BE COMPLETED BY REQUESTING AGENCY											
1. Using Agency (Include Department) Department of Environmental Protection	2. Agency Contract Manager Name Jane Kozinski	3. Agency Contract Manager Telephone Number 609-292-2795									
4. Date Item/Service Needed 10-30-12	5. Agency Contract Manager E-mail Jane.Kozinski@dep.state.nj.us	6. Agency Contract Manager Fax Number 609-777-1330									
7. Recommended Vendor (Name and Address) AshBritt, Inc., 565 E. Hillsboro Blvd., Deerfield Beach, FL, 33441 Vendor No.: <small>(If more than one vendor, check here <input type="checkbox"/> and attach list.)</small>	8. Statutory Citation(s) N.J.S.A. 52:34 -10 (b) Public Exigency										
9. Funding Source <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Fiscal Year(s)</th> <th style="text-align: left;">State</th> <th style="text-align: left;">Fed.</th> <th style="text-align: left;">Other</th> </tr> </thead> <tbody> <tr> <td>2013</td> <td>0 %</td> <td>75 %</td> <td>25 %</td> </tr> </tbody> </table>		Fiscal Year(s)	State	Fed.	Other	2013	0 %	75 %	25 %	10. Total Amount Requested \$ \$100,000,000	
Fiscal Year(s)	State	Fed.	Other								
2013	0 %	75 %	25 %								

11. Provide a brief concise summary of nature and purpose of waiver.
 Do not complete this block with "See Attached" or "N/A". Begin summary in this block and continue on separate sheets if needed.
 Waiver of public bidding sought in order to have debris removal services available for local government entities in aftermath of Hurricane/Post-tropical Cyclone Sandy. The structure of this contract will allow local government entities to seek FEMA assistance for debris removal.

☐ Check here if continued on separate sheet.

12. Explain what attempts were made to obtain competition. "N/A" is not acceptable. Attach all proposals, price quotations, etc. received.
 Do not complete this block with "See Attached" or "N/A". Begin explanation in this block and continue on separate pages if required.
 None. This is a non-exclusive contract.

☐ Check here if continued on separate sheet.

13. What are the program consequences of not meeting the delivery date given in item 4 above? (Support with documentation.)
 Do not complete this block with "See Attached" or "N/A". Begin explanation in this block and continue on separate sheets if required.
 Threat to public health and safety as a result of failure or delay to remove storm debris.

☐ Check here if continued on separate sheet.

▼ Answer Questions 14, 15, 16 by checking proper column at right.	Yes N/A	17. DEPARTMENT CERTIFICATION I certify to the accuracy of the above statements and to the following as indicated: <input type="checkbox"/> This is not a confirming waiver. <input checked="" type="checkbox"/> This is an authorized confirming waiver. My signature certifies receipt of all or part of the item/service and that the prices charged were reasonable. <input type="checkbox"/> This is an unauthorized conforming waiver.
14. If required under Circular No. 98-14-OMB/DPP/OTS, have the following approvals been sought: (a) OMB for professional services; (b) OIT for consultant services and approval of Telecommunications, Information Technology Consultant Services, equipment and software?	(a) <input checked="" type="checkbox"/> (b) <input checked="" type="checkbox"/>	<div style="text-align: right;"> (Signature of Department Head) </div> <div style="text-align: right;"> 5 Nov 2012 (Date) </div>
15. Is a vendor proposal(s) attached detailing the scope of work or item description, including an explanation of rates/prices and terms and conditions?	<input checked="" type="checkbox"/>	
16. Is the Justification Statement, required by the current Waiver Procurement Circular, explaining the circumstances of emergency bid-ability, compatibility, more favorable terms and/or market conditions necessitating this waiver attached?	<input checked="" type="checkbox"/>	

PART II — TO BE COMPLETED BY DIVISION OF PURCHASE AND PROPERTY			
A. Are the goods or services to be purchased available under an existing State Contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are the prices reasonable compared to other contracts for similar goods or services? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Are there any formal complaints on file against the vendor(s)? (If yes, give status of complaint(s).) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are the Waivered terms and conditions attached to the proposal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Competition Sought? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Competition Received? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Citation(s): N.J.S.A. 52:34 -10(b)	FORMS EO 129 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A State Tax Set-Aside: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Ownership Disclosure: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Business Registration Certificate: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Affirmative Action Compliance: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A McBride Principle: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	APPROVALS EO 134 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A OMB <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A OIT <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <div style="text-align: right;"> Tran Dbc Cost of Ins. ✓ 11/21/12 ✓ </div>	Reviewed By: (Date) 11/21/12 B. Legal: This Waiver is approved as to legal sufficiency. 1. (Date) 11/21/12 2. (Date) 11/21/12 C. Approved by State Treasurer Date 11/21/12

CONTRACT SUPPLEMENT
RFP-37 Rev. 7/08
Prev. Rev. 4/08

Paul Greco
Buyer Name

(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:
08PSX0027

Contract Award Date:
30 June 2008

SUPPLEMENT DATE:
26 August 2011

CONTRACT AWARD SUPPLEMENT #7

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Disaster Debris Management Services

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Extended through June 30, 2014

AGENCY REQUISITION NUMBER: DAS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			No Change

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Supplement #7

This contract has been extended for use to Connecticut Municipalities in the event of their need for disaster debris management services. Should a municipality take the opportunity to utilize this contract, all references to the State shall be replaced by the named Municipality utilizing the contract. Municipalities shall be responsible for obtaining bonds and insurance certificates consistent with their local requirements and for payments to Contractor associated with their use of the Contract

See contractor information on next page.

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

Patrick DeConti
Contract Specialist

(Original Signature on Document in Procurement Files)

EXHIBIT B: PRICE SCHEDULE

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
I.	Project Management	Administrative fee per tiered debris causing event (2, 4, 6 mil CY)	N/A	2 million CY	(No Cost) \$0.00 Lump sum
				4 million CY	(No Cost) \$0.00 Lump sum
				6 million CY	(No Cost) \$0.00 Lump sum
II.	Planning Function	N/A	N/A	N/A	At no cost
III. C.1	Operations: Demolition of Structures	Both CY and Tons per mileage intervals	From public and private property.	0-15 miles	\$25.00 /cy \$125.00 /tons
				16-30 miles	\$30.00 /cy \$150.00 /tons
				31-60 miles	\$45.00 /cy \$225.00 /tons
				61-120 miles	\$55.00 /cy \$275.00 /tons
				121-220 miles	\$75.00 /cy \$375.00 /tons
				221-320 miles	\$90.00 /cy \$450.00 /tons
				321-420 miles	\$110.00 /cy \$550.00 /tons
				> 421 miles	\$130.00 /cy \$650.00 /tons
				0-15 miles	\$21.25 /cy
				16-30 miles	\$30.00 /cy
III. D-1.1	Operations: Uncontaminated Green Waste/Vegetative Debris	CY per mileage intervals	From R.O.W.	31-60 miles	\$45.00 /cy
				61-120 miles	\$55.00 /cy
				121-220 miles	\$75.00 /cy
				221-320 miles	\$90.00 /cy
				321-420 miles	\$110.00 /cy
				> 421 miles	\$130.00 /cy
				0-15 miles	\$6.25 /cy
				16-30 miles	\$8.13 /cy
				31-60 miles	\$10.63 /cy
				61-120 miles	\$16.88 /cy
II. D-1.1.1	Operations: Removal of Hazardous Limbs (Hangers)	Each	In R.O.W.	121-220 miles	\$23.13 /cy
				221-320 miles	\$30.00 /cy
				321-420 miles	\$35.00 /cy
				> 421 miles	\$55.00 /cy
				N/A	\$195.00/each

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III. D-1.1.2	Operations: Removal of Hazardous Trees (standing learners)	Each	In R.O.W.	6"-12" diameter at breast height (DBH)	\$210.00/each
				> 12"-24" DBH	\$400.00/each
				> 24.1"-48" DBH	\$685.00/each
				> 48.1" and greater DBH	\$1,200.00/each
II. D-1.1.3	Operations: Removal of Fallen Trees	Each	In R.O.W.	N/A	\$400.00/each
II. D-1.1.4	Operations: Removal of Hazardous Stumps (cutting and transport; suitably backfilled)	CY	In R.O.W. From TDSRS	< 24" diameter	\$23.75/CY
				> 24" diameter	\$48.75/CY
II. D-2.1	Operations: Non-asbestos Containing C&D	Both CY and Tons per mileage intervals	From R.O.W. From TDSRS	0-15 miles	\$21.25 /cy
				16-30 miles	\$30.00 /cy
				31-60 miles	\$45.00 /cy
				61-120 miles	\$55.00 /cy
				121-220 miles	\$75.00 /cy
				221-320 miles	\$90.00 /cy
				321-420 miles	\$110.00 /cy
				> than 421 miles	\$130.00 /cy
			From TDSRS	0-15 miles	\$6.25 /cy
				16-30 miles	\$8.13 /cy
				31-60 miles	\$10.63 /cy
				61-120 miles	\$16.88 /cy
				121-220 miles	\$23.13 /cy
				221-320 miles	\$30.00 /cy
				321-420 miles	\$35.00 /cy
				> than 421 miles	\$55.00 /cy
					\$275.00 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-2.2	Operations: <i>Asbestos Containing C&D</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$23.75 /cy	\$118.75 /tons
				16-30 miles	\$30.00 /cy	\$150.00 /tons
				31-60 miles	\$45.00 /cy	\$225.00 /tons
				61-120 miles	\$55.00 /cy	\$275.00 /tons
				121-220 miles	\$75.00 /cy	\$375.00 /tons
				221-320 miles	\$90.00 /cy	\$450.00 /tons
				321-420 miles	\$110.00 /cy	\$550.00 /tons
				> than 421 miles	\$130.00 /cy	\$650.00 /tons
			From TDSRS	0-15 miles	\$23.75 /cy	\$118.75 /tons
				16-30 miles	\$28.00 /cy	\$140.00 /tons
				31-60 miles	\$34.00 /cy	\$170.00 /tons
				61-120 miles	\$40.00 /cy	\$200.00 /tons
				121-220 miles	\$50.00 /cy	\$250.00 /tons
				221-320 miles	\$65.00 /cy	\$325.00 /tons
				321-420 miles	\$80.00 /cy	\$400.00 /tons
				> than 421 miles	\$110.00 /cy	\$550.00 /tons
III. D-3.1	Operations: <i>Electronic Waste</i>	Tons per mileage intervals	From R.O.W.	0-15 miles		\$125.00 /tons
				16-30 miles		\$131.25 /tons
				31-60 miles		\$137.50 /tons
				61-120 miles		\$146.88 /tons
				121-220 miles		\$156.25 /tons
				221-320 miles		\$167.19 /tons
				321-420 miles		\$179.69 /tons
				> than 421 miles		\$193.75 /tons
			From TDSRS	0-15 miles		\$125.00 /tons
				16-30 miles		\$131.25 /tons
				31-60 miles		\$137.50 /tons
				61-120 miles		\$146.88 /tons
				121-220 miles		\$156.25 /tons
				221-320 miles		\$167.19 /tons
				321-420 miles		\$179.69 /tons
				> than 421 miles		\$193.75 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATON POINT	MEASURE	UNIT PRICE
II. D-4.1	Operations: Household Hazardous Waste Handling and Disposal (HHW)	55 gallon drum per mileage intervals	From R.O.W.	0-15 miles	\$281.25 /drum
				16-30 miles	\$375.00 /drum
				31-60 miles	\$468.75 /drum
				61-120 miles	\$562.50 /drum
				121-220 miles	\$656.25 /drum
				221-320 miles	\$750.00 /drum
				321-420 miles	\$843.75 /drum
				> than 421 miles	\$937.50 /drum
				0-15 miles	\$281.25 /drum
				16-30 miles	\$375.00 /drum
				31-60 miles	\$468.75 /drum
				61-120 miles	\$562.50 /drum
				121-220 miles	\$656.25 /drum
				221-320 miles	\$750.00 /drum
				321-420 miles	\$843.75 /drum
				> than 421 miles	\$937.50 /drum
III. D-5.1	Operations: Putrescent MSW	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$21.25 /cy
				16-30 miles	\$30.00 /cy
				31-60 miles	\$45.00 /cy
				61-120 miles	\$55.00 /cy
				121-220 miles	\$75.00 /cy
				221-320 miles	\$90.00 /cy
				321-420 miles	\$110.00 /cy
				> than 421 miles	\$130.00 /cy
				0-15 miles	\$6.25 /cy
				16-30 miles	\$8.13 /cy
				31-60 miles	\$10.63 /cy
				61-120 miles	\$16.88 /cy
				121-220 miles	\$23.13 /cy
				221-320 miles	\$30.00 /cy
				321-420 miles	\$35.00 /cy
				> than 421 miles	\$55.00 /cy
			From TDSRS	0-15 miles	\$31.25 /tons
				16-30 miles	\$40.63 /tons
				31-60 miles	\$53.13 /tons
				61-120 miles	\$84.38 /tons
				121-220 miles	\$115.63 /tons
				221-320 miles	\$150.00 /tons
				321-420 miles	\$175.00 /tons
				> than 421 miles	\$275.00 /tons
				0-15 miles	\$106.25 /tons
				16-30 miles	\$150.00 /tons
				31-60 miles	\$225.00 /tons
				61-120 miles	\$275.00 /tons
				121-220 miles	\$375.00 /tons
				221-320 miles	\$450.00 /tons
				321-420 miles	\$550.00 /tons
				> than 421 miles	\$650.00 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III. D-6.1	Operations: Collection and Final Recycling / Disposal of White Goods	Each per mileage intervals	From R.O.W.	0-15 miles	\$55.00 /each
				16-30 miles	\$65.00 /each
				31-60 miles	\$80.00 /each
				61-120 miles	\$95.00 /each
				121-220 miles	\$105.00/each
				221-320 miles	\$120.00/each
			From TDSRS	321-420 miles	\$140.00/each
				> than 421 miles	\$165.00/each
				0-15 miles	\$40.00 /each
				16-30 miles	\$55.00 /each
				31-60 miles	\$65.00 /each
				61-120 miles	\$80.00 /each
				121-220 miles	\$95.00 /each
				221-320 miles	\$110.00/each
				321-420 miles	\$125.00/each
				> than 421 miles	\$140.00/each
				N/A	\$81.25/each
III. D-6.2	Operations: Removal and Disposal of Freon from White Goods	Each	At TDSRS		
III. D-7.1	Operations: Aggregate-Clean	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$21.25 /cy
				16-30 miles	\$30.00 /cy
				31-60 miles	\$45.00 /cy
				61-120 miles	\$55.00 /cy
				121-220 miles	\$75.00 /cy
				221-320 miles	\$90.00 /cy
				321-420 miles	\$110.00/cy
				> than 421 miles	\$130.00/cy
					\$650.00/tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
II. D-7.1 (continued)	Operations: <i>Aggregate-Clean</i>	Both CY and Tons per mileage intervals	From TDSRS	0-15 miles	\$6.25 /cy \$31.25 /tons
				16-30 miles	\$8.13 /cy \$40.63 /tons
				31-60 miles	\$10.63 /cy \$53.13 /tons
				61-120 miles	\$16.88 /cy \$84.38 /tons
				121-220 miles	\$23.13 /cy \$115.63 /tons
				221-320 miles	\$30.00 /cy \$150.00 /tons
				321-420 miles	\$35.00 /cy \$175.00 /tons
				> than 421 miles	\$55.00 /cy \$275.00 /tons
				0-15 miles	\$23.75 /cy \$118.75 /tons
				16-30 miles	\$30.00 /cy \$150.00 /tons
II. D-7.2	Operations: <i>Aggregate-Contaminated</i>	Both CY and Tons per mileage intervals	From R.O.W.	31-60 miles	\$45.00 /cy \$225.00 /tons
				61-120 miles	\$55.00 /cy \$275.00 /tons
				121-220 miles	\$75.00 /cy \$375.00 /tons
				221-320 miles	\$90.00 /cy \$450.00 /tons
				321-420 miles	\$110.00 /cy \$550.00 /tons
				> than 421 miles	\$130.00 /cy \$650.00 /tons
			From TDSRS	0-15 miles	\$8.75 /cy \$43.75 /tons
				16-30 miles	\$10.63 /cy \$53.13 /tons
				31-60 miles	\$13.13 /cy \$65.63 /tons
				61-120 miles	\$19.38 /cy \$96.88 /tons
				121-220 miles	\$25.63 /cy \$128.13 /tons
II. D-8.1	Operations: <i>Animal Carcasses</i>	Collection/loading costs and transportation costs are based on tons per "fully loaded mile" per mileage interval	From R.O.W. to final disposal	221-320 miles	\$162.50 /tons
				321-420 miles	\$187.50 /tons
				> than 421 miles	\$275.00 /tons
				0-15 miles	\$150.00 /ton
				16-30 miles	\$200.00 /ton
				31-60 miles	\$250.00 /ton
				61-120 miles	\$300.00 /ton
				121-220 miles	\$350.00 /ton
				221-320 miles	\$425.00 /ton
				321-420 miles	\$475.00 /ton
				> than 421 miles	\$550.00 /ton

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III. D-9.1	Operations: Soil, Silt, Sediment and Sand - Uncontaminated	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$20.00 /cy
				16-30 miles	\$30.00 /cy
				31-60 miles	\$45.00 /cy
				61-120 miles	\$55.00 /cy
				121-220 miles	\$75.00 /cy
			From TDSRS	221-320 miles	\$90.00 /cy
				321-420 miles	\$110.00/cy
				> than 421 miles	\$130.00/cy
				0-15 miles	\$5.00 /cy
				16-30 miles	\$6.50 /cy
				31-60 miles	\$8.50 /cy
				61-120 miles	\$13.50 /cy
				121-220 miles	\$18.50 /cy
				221-320 miles	\$24.00 /cy
				321-420 miles	\$28.00 /cy
				> than 421 miles	\$55.00 /cy
III. D-9.2	Operations: Soil, Silt, Sediment and Sand - Contaminated	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$25.00 /cy
				16-30 miles	\$35.00 /cy
				31-60 miles	\$48.00 /cy
				61-120 miles	\$58.00 /cy
				121-220 miles	\$78.00 /cy
			From TDSRS	221-320 miles	\$95.00 /cy
				321-420 miles	\$115.00/cy
				> than 421 miles	\$138.00/cy
				0-15 miles	\$5.00 /cy
				16-30 miles	\$6.50 /cy
				31-60 miles	\$8.50 /cy
				61-120 miles	\$13.50 /cy
				121-220 miles	\$18.50 /cy
				221-320 miles	\$24.00 /cy
				321-420 miles	\$28.00 /cy
				> than 421 miles	\$60.00 /cy

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
D-9.3	Operations: Contaminated Sand bags	Both CY and Tons per mileage intervals	From ROW	0-15 miles	\$20.00 /cy
				16-30 miles	\$30.00 /cy
				31-60 miles	\$45.00 /cy
				61-120 miles	\$55.00 /cy
				121-220 miles	\$75.00 /cy
				221-320 miles	\$90.00 /cy
				321-420 miles	\$110.00/cy
				> than 421 miles	\$130.00/cy
			From TDSRS	0-15 miles	\$5.00 /cy
				16-30 miles	\$6.50 /cy
				31-60 miles	\$8.50 /cy
				61-120 miles	\$13.50 /cy
				121-220 miles	\$18.50 /cy
				221-320 miles	\$24.00 /cy
				321-420 miles	\$28.00 /cy
				> than 421 miles	\$60.00 /cy
III. D-10.1	Operations: Hazardous Waste Handling and Disposal	55 gallon drum per mileage intervals	From R.O.W.	0-15 miles	\$593.75 /55 gallon drum
				16-30 miles	\$687.50 /55 gallon drum
				31-60 miles	\$781.25 /55 gallon drum
				61-120 miles	\$875.00 /55 gallon drum
				121-220 miles	\$968.75 /55 gallon drum
				221-320 miles	\$1,062.50/55 gallon drum
				321-420 miles	\$1,156.25/55 gallon drum
				> than 421 miles	\$1,250.00/55 gallon drum
			From TDSRS	0-15 miles	\$593.75 /55 gallon drum
				16-30 miles	\$687.50 /55 gallon drum
				31-60 miles	\$781.25 /55 gallon drum
				61-120 miles	\$875.00 /55 gallon drum
				121-220 miles	\$968.75 /55 gallon drum
				221-320 miles	\$1,062.50/55 gallon drum
				321-420 miles	\$1,156.25/55 gallon drum
				> than 421 miles	\$1,250.00/55 gallon drum

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III. D-11.1	Operations: <i>Scrap metal</i>	Both CY or Tons per mileage intervals	From R.O.W.	0-15 miles	\$21.25 /cy
				16-30 miles	\$30.00 /cy
				31-60 miles	\$45.00 /cy
				61-120 miles	\$55.00 /cy
				121-220 miles	\$75.00 /cy
				221-320 miles	\$90.00 /cy
				321-420 miles	\$110.00/cy
				> than 421 miles	\$130.00/cy
				0-15 miles	\$6.25 /cy
				16-30 miles	\$8.13 /cy
			From TDSRS	31-60 miles	\$10.63 /cy
				61-120 miles	\$16.88 /cy
				121-220 miles	\$23.13 /cy
				221-320 miles	\$30.00 /cy
				321-420 miles	\$35.00 /cy
				> than 421 miles	\$55.00 /cy
				0-15 miles	See attached schedule, D-12.1 each
				16-30 miles	See attached schedule, D-12.1 each
				31-60 miles	See attached schedule, D-12.1 each
				61-120 miles	See attached schedule, D-12.1 each
III. D-12.1	Operations: <i>Sunken Vessel Removal</i>	Each vessel/size (Recreational boats – sail boats and power boats; range in size from approximately 12' to 43') per mileage interval	From R.O.W.	121-220 miles	See attached schedule, D-12.1 each
				0-15 miles	See attached schedule, D-12.1 each
				16-30 miles	See attached schedule, D-12.1 each
				31-60 miles	See attached schedule, D-12.1 each
				61-120 miles	See attached schedule, D-12.1 each
				121-220 miles	See attached schedule, D-12.1 each
				0-15 miles	See attached schedule, D-12.1 each
				16-30 miles	See attached schedule, D-12.1 each
				31-60 miles	See attached schedule, D-12.1 each
				61-120 miles	See attached schedule, D-12.1 each
D.13.1	Operations: <i>Municipal Utilities and Non-Utility Entities (Private)</i>	CY or 55 gallons per mileage intervals per mileage interval	From Aggregation Sites	121-220 miles	See attached schedule, D-12.1 each
				0-15 miles	See attached schedule, D-12.1 each
				16-30 miles	See attached schedule, D-12.1 each
				31-60 miles	See attached schedule, D-12.1 each
				61-120 miles	See attached schedule, D-12.1 each
				121-220 miles	See attached schedule, D-12.1 each
				0-15 miles	See attached schedule, D-12.1 each
				16-30 miles	See attached schedule, D-12.1 each
				31-60 miles	See attached schedule, D-12.1 each
				61-120 miles	See attached schedule, D-12.1 each
			Public and Private Property	121-220 miles	See attached schedule, D-12.1 each
				0-15 miles	\$23.75 /cy
				16-30 miles	\$30.00 /cy
				31-60 miles	\$45.00 /cy
				61-120 miles	\$55.00 /cy
				121-220 miles	\$75.00 /cy
				221-320 miles	\$90.00 /cy
				321-420 miles	\$110.00/cy
				> than 421 miles	\$130.00/cy
				0-15 miles	\$593.75 /55 gal.

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III. D-14.1	Operations: <i>Wrecker Services for Stray and Abandoned Vehicle (Towing)</i>	Each vehicle (Cars, light trucks, trucks, tractor trailers) per mileage intervals	From R.O.W.	0-15 miles	\$250.00 each
				16-30 miles	\$325.00 each
				31-60 miles	\$400.00 each
				61-120 miles	\$475.00 each
				121-220 miles	\$550.00 each
				221-320 miles	\$625.00 each
				321-420 miles	\$725.00 each
				> than 421 miles	\$825.00 each
			From Aggregation Sites	0-15 miles	\$250.00 each
				16-30 miles	\$325.00 each
				31-60 miles	\$400.00 each
				61-120 miles	\$475.00 each
				121-220 miles	\$550.00 each
				221-320 miles	\$625.00 each
				321-420 miles	\$725.00 each
			From R.O.W.	> than 421 miles	\$825.00 each
				0-15 miles	See attached schedule, D-15.1 each
				16-30 miles	See attached schedule, D-15.1 each
				31-60 miles	See attached schedule, D-15.1 each
				61-120 miles	See attached schedule, D-15.1 each
				121-220 miles	See attached schedule, D-15.1 each
				221-320 miles	See attached schedule, D-15.1 each
III. D-15.1	Operations: <i>Recovery of Stray and Abandoned Vessels</i>	Each vessel/size (Recreational boats – sail boats and power boats; range in size from approximately 12' to 43') per mileage intervals	From Aggregation Point	> than 421 miles	See attached schedule, D-15.1 each
				0-15 miles	See attached schedule, D-15.1 each
				16-30 miles	See attached schedule, D-15.1 each
				31-60 miles	See attached schedule, D-15.1 each
				61-120 miles	See attached schedule, D-15.1 each
				121-220 miles	See attached schedule, D-15.1 each
				221-320 miles	See attached schedule, D-15.1 each
				321-420 miles	See attached schedule, D-15.1 each
				> than 421 miles	See attached schedule, D-15.1 each
				0-15 miles	See attached schedule, D-15.1 each
				16-30 miles	See attached schedule, D-15.1 each
				31-60 miles	See attached schedule, D-15.1 each
				61-120 miles	See attached schedule, D-15.1 each
				121-220 miles	See attached schedule, D-15.1 each
				221-320 miles	See attached schedule, D-15.1 each
				321-420 miles	See attached schedule, D-15.1 each
				> than 421 miles	See attached schedule, D-15.1 each

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III E-1.1 through E-1.5	Temporary Debris Storage and Reduction Sites (TDSRS)	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	\$12,030,000.00 Lump Sum per ea. site
				4 million cy	\$24,030,000.00 Lump Sum per ea. site
				6 million cy	\$36,030,000.00 Lump Sum per ea. site
III E-2.1 through E-2.5	Vehicle Aggregation Sites	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	\$6,015,000.00 Lump Sum per ea. site
				4 million cy	\$12,015,000.00 Lump Sum per ea. site
				6 million cy	\$18,015,000.00 Lump Sum per ea. site
III E-3.1 through E-3.6	Vessel Aggregation Sites	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	\$6,015,000.00 Lump Sum per ea. site
				4 million cy	\$12,015,000.00 Lump Sum per ea. site
				6 million cy	\$18,015,000.00 Lump Sum per ea. site

08PSX0027 Exhibit B 1 - Price Schedule Supplement

D-12.1

Marine Based

Operations: Sunken Vessel Removal

From ROW

0-15 miles	Less than 20 feet	Per Linear Foot	\$218.75
	20 to 25 feet		\$315.00
	25 to 30 feet		\$481.25
	Greater than 30 feet		By Case
16-30 miles	Less than 20 feet	Per Linear Foot	\$273.44
	20 to 25 feet		\$393.75
	25 to 30 feet		\$601.56
	Greater than 30 feet		By Case
31-60 miles	Less than 20 feet	Per Linear Foot	\$341.80
	20 to 25 feet		\$492.19
	25 to 30 feet		\$751.95
	Greater than 30 feet		By Case
61-120 miles	Less than 20 feet	Per Linear Foot	\$427.25
	20 to 25 feet		\$615.23
	25 to 30 feet		\$939.94
	Greater than 30 feet		By Case
121-220 miles	Less than 20 feet	Per Linear Foot	\$534.06
	20 to 25 feet		\$769.04
	25 to 30 feet		\$1,174.93
	Greater than 30 feet		By Case

D-15.1

Land Based

Operations: Recovery of Stray and Abandoned Vessels

From ROW

0-15 miles	Less than 20 feet	Per Linear Foot	\$203.13
	20 to 25 feet		\$292.50
	25 to 30 feet		\$446.88
	Greater than 30 feet		By Case
16-30 miles	Less than 20 feet	Per Linear Foot	\$253.91
	20 to 25 feet		\$365.63
	25 to 30 feet		\$558.59
	Greater than 30 feet		By Case
31-60 miles	Less than 20 feet	Per Linear Foot	\$317.38
	20 to 25 feet		\$457.03
	25 to 30 feet		\$698.24
	Greater than 30 feet		By Case
61-120 miles	Less than 20 feet	Per Linear Foot	\$396.73
	20 to 25 feet		\$571.29
	25 to 30 feet		\$872.80
	Greater than 30 feet		By Case
121-220 miles	Less than 20 feet	Per Linear Foot	\$495.91
	20 to 25 feet		\$714.11
	25 to 30 feet		\$1,091.00
	Greater than 30 feet		By Case
221-320 miles	Less than 20 feet	Per Linear Foot	\$619.89
	20 to 25 feet		\$892.64
	25 to 30 feet		\$1,363.75
	Greater than 30 feet		By Case
321-420 miles	Less than 20 feet	Per Linear Foot	\$774.86
	20 to 25 feet		\$1,115.80
	25 to 30 feet		\$1,704.69
	Greater than 30 feet		By Case
> than 421 miles	Less than 20 feet	Per Linear Foot	\$968.58
	20 to 25 feet		\$1,394.75
	25 to 30 feet		\$2,130.87
	Greater than 30 feet		By Case

From Aggregation Site

0-15 miles	Less than 20 feet	Per Linear Foot	\$218.75
	20 to 25 feet		\$315.00
	25 to 30 feet		\$481.25
	Greater than 30 feet		By Case
16-30 miles	Less than 20 feet	Per Linear Foot	\$273.44
	20 to 25 feet		\$393.75
	25 to 30 feet		\$601.56
	Greater than 30 feet		By Case
31-60 miles	Less than 20 feet	Per Linear Foot	\$341.80
	20 to 25 feet		\$492.19
	25 to 30 feet		\$751.95
	Greater than 30 feet		By Case
61-120 miles	Less than 20 feet	Per Linear Foot	\$427.25
	20 to 25 feet		\$615.23
	25 to 30 feet		\$939.94
	Greater than 30 feet		By Case
121-220 miles	Less than 20 feet	Per Linear Foot	\$491.33
	20 to 25 feet		\$707.52
	25 to 30 feet		\$1,080.93
	Greater than 30 feet		By Case

From Aggregation Site

0-15 miles	Less than 20 feet	Per Linear Foot	\$203.13
	20 to 25 feet		\$292.50
	25 to 30 feet		\$446.88
	Greater than 30 feet		By Case
16-30 miles	Less than 20 feet	Per Linear Foot	\$253.91
	20 to 25 feet		\$365.63
	25 to 30 feet		\$558.59
	Greater than 30 feet		By Case
31-60 miles	Less than 20 feet	Per Linear Foot	\$317.38
	20 to 25 feet		\$457.03
	25 to 30 feet		\$698.24
	Greater than 30 feet		By Case
61-120 miles	Less than 20 feet	Per Linear Foot	\$396.73
	20 to 25 feet		\$571.29
	25 to 30 feet		\$872.80
	Greater than 30 feet		By Case
121-220 miles	Less than 20 feet	Per Linear Foot	\$495.91
	20 to 25 feet		\$714.11
	25 to 30 feet		\$1,091.00
	Greater than 30 feet		By Case
221-320 miles	Less than 20 feet	Per Linear Foot	\$619.89
	20 to 25 feet		\$892.64
	25 to 30 feet		\$1,363.75
	Greater than 30 feet		By Case
321-420 miles	Less than 20 feet	Per Linear Foot	\$774.86
	20 to 25 feet		\$1,115.80
	25 to 30 feet		\$1,704.69
	Greater than 30 feet		By Case
> than 421 miles	Less than 20 feet	Per Linear Foot	\$968.58
	20 to 25 feet		\$1,394.75
	25 to 30 feet		\$2,130.87
	Greater than 30 feet		By Case

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price

08PSX0027 Exhibit B 2 Supplemental Price Schedule

Service Description	Size or Type	Unit	Unit Price
<i>Heavy Equipment (Operator, fuel, maintenance included)</i>			
Skid-Steer Loader (Mini-Loader)	Bobcat	Hour	\$87.50
Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416	Hour	\$118.75
Backhoe, Extend-a-hoe	Caterpillar	Hour	\$137.50
Wheel Loaders, 2.5 CY	Cat 950	Hour	\$150.00
Wheel Loaders, 3.5-4.0 CY	Cat 966	Hour	\$175.00
Wheel Loaders, 4.5 CY	Cat 980	Hour	\$200.00
Tracked Loader	Cat 955	Hour	\$168.75
Towed Loader w/ Tractor	Prentice 210	Hour	\$175.00
Knuckleboom Loader Truck (Self-Loading)	25-35 CY Body	Hour	\$168.75
Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$206.25
Dozer	Cat D4	Hour	\$118.75
Dozer	Cat D5	Hour	\$131.25
Dozer	Cat D6	Hour	\$150.00
Dozer	Cat D7	Hour	\$181.25
Dozer	Cat D8	Hour	\$212.50
Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$143.75
Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$162.50
Hydraulic Excavators, 3.5+ CY	Cat 330	Hour	\$187.50
Tractor w/ Box Blade	80 Hp	Hour	\$62.50
Motor Grader	Cat 120G	Hour	\$150.00
30 Ton Crane	30 Ton	Hour	\$243.75
50 Ton Crane	50 Ton	Hour	\$312.50
100 Ton Crane (8 hr minimum)	100 Ton	Hour	\$593.75
Bucket Truck	Up to 50' reach	Hour	\$168.75
Bucket Truck	50' to 75' reach	Hour	\$187.50
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$156.25
Mechanized Broom	Street Sweeper	Hour	\$93.75
Water Truck	2000 Gallon	Hour	\$106.25
Service Truck	N/A	Hour	\$87.50
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$93.75
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$87.50
Soil Compactor, Towed Unit	Wacker	Hour	\$27.50
Stump Grinder	Vermeer 252	Hour	\$106.25
Stump Grinder	Vermeer 752	Hour	\$150.00
Stump Grinder	Vermeer 60TX	Hour	\$168.75
Chipper w/ 2 man crew	Morbark Storm	Hour	\$156.25
12-Foot Tub Grinder	Morbark 1200	Hour	\$493.75
13-Foot Tub Grinder	Morbark 1300	Hour	\$568.75
14-Foot Tub Grinder	Diamond Z 1463	Hour	\$618.75
12T Lowboy Trailer (Equip. Transport w/ Tractor)	12 Ton	Hour	\$68.75
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$112.50
50T Lowboy Trailer (Equip. Transport w/ Tractor)	50 Ton	Hour	\$150.00
Truck Mounted Winch	Tow Truck	Hour	\$112.50
Log Skidder	Cat 518	Hour	\$143.75
Waste Collection Rear Loader Truck	N/A	Hour	\$168.75
Vacuum Truck/Jetter	3500 Gallon	Hour	\$468.75
Crash Truck w/ Impace Attenuator	N/A	Hour	\$131.25
<i>Hauling Vehicles (Operator, fuel, maintenance included)</i>			
Dump Truck	5 to 15 CY	Hour	\$68.75
Dump Truck	16 to 24 CY	Hour	\$87.50

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price

08PSX0027 Exhibit B 2 Supplemental Price Schedule

Service Description	Size or Type	Unit	Unit Price
Dump Truck	25 to 34 CY	Hour	\$93.75
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$100.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$106.25
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$118.75
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$131.25
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$143.75
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$156.25
Transportation Vehicles (Operator, fuel, maintenance included)			
Pickup Truck	1/2 Ton	Hour	\$150.00
Pickup Truck, Extended Cab	3/4 Ton, Ext. Cab	Hour	\$175.00
Pikup Truck, 4x4	4x4	Hour	\$187.50
Pickup Truck	1 Ton	Hour	\$193.75
Box Truck	3/4 Ton	Hour	\$275.00
Passenger Car	Full size	Hour	\$137.50
20' Response Trailer	20 Foot	Hour	\$243.75
36' Response Trailer	36 Foot	Hour	\$293.75
Flatbed Trailer	GWV to 450	Hour	\$156.25
Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)			
Pickup Truck	1/2 Ton	Day	\$81.25
Pickup Truck	3/4 Ton	Day	\$93.75
Pickup Truck	1 Ton	Day	\$118.75
Box Truck	3/4 Ton	Day	\$125.00
Utility Van	3/4 Ton	Day	\$87.50
Passenger Van	9 Passenger	Day	\$106.25
Passenger Car	Full size	Day	\$72.50
Response Trailer	20-30 Foot	Day	\$168.75
Personnel			
Project Operations Manager	Individual	Hour	\$137.50
Project Supervisor with Cell/Truck	Individual	Hour	\$93.75
Superintendent with Cell/Truck	Individual	Hour	\$87.50
Foreman with Cell/Truck	Individual	Hour	\$75.00
Inspector with Cell/Vehicle	Individual	Hour	\$53.13
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$93.75
Safety Superintendent	Individual	Hour	\$62.50
Mechanic with Truck and Tools	Individual	Hour	\$100.00
Climber with Gear	Individual	Hour	\$106.25
Labor/Operator with Chainsaw	Individual	Hour	\$50.00
Laborer with Tools	Individual	Hour	\$43.75
Traffic Control Personnel	Individual	Hour	\$43.75
Ticket Writers	Individual	Hour	\$50.00
Survey Personnel with Vehicle	Individual	Hour	\$50.00
Project Engineer	Individual	Hour	\$93.75
Equipment Operator	Individual	Hour	\$68.75
Truck Driver	Individual	Hour	\$56.25
Administrative Assistant	Individual	Hour	\$53.13
Clerical	Individual	Hour	\$50.00
Marine Resources (Fuel, maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$7,875.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	\$8,750.00
33' Fast Barge with Winch	Crew of 2	Day	\$5,250.00
14' Utility Boat with Motor (Work Boat)	With Crew	Day	\$2,100.00

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price

08PSX0027 Exhibit B 2 Supplemental Price Schedule

Service Description	Size or Type	Unit	Unit Price
12' Utility Boat with Motor (Work Boat)	With Crew	Day	\$1,400.00
12' Utility Boat without Motor (Work Boat)	With Crew	Day	\$1,050.00
Tank Diver with Gear	Individual	Hour	\$210.00
Hardhat Diver with Gear	Individual	Hour	\$875.00
Scuba Bottle Refill (Air)	80	Each	\$21.25
Air Pump with multi breathing lines	Brownie Lung	Day	\$700.00
<i>Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)</i>			
Light Tower	w/ Generator	Day	\$181.25
Office Trailer	40 Foot	Day	\$193.75
Storage Container	40 Foot	Day	\$118.75
Portable Eyewash Station	OSHA Spec	Day	\$43.75
First Aid Station	OSHA Spec	Day	\$156.25
Portable Toilet (Port a John)	Single	Week	\$262.50
Observation Tower	USACE Spec	Each	\$4,375.00

Paul Greco
Buyer Name
(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:
08PSX0027
Contract Award Date:
30 June 2008
SUPPLEMENT DATE:
26 August 2011

CONTRACT AWARD SUPPLEMENT #7
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Disaster Debris Management Services

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Extended through June 30, 2014

AGENCY REQUISITION NUMBER: DAS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			No Change

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Supplement #7

This contract has been extended for use to Connecticut Municipalities in the event of their need for disaster debris management services. Should a municipality take the opportunity to utilize this contract, all references to the State shall be replaced by the named Municipality utilizing the contract. Municipalities shall be responsible for obtaining bonds and insurance certificates consistent with their local requirements and for payments to Contractor associated with their use of the Contract

See contractor information on next page.

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____
Patrick DeConti
Contract Specialist
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
RFP-37 Rev. 7/08
Prev. Rev. 4/08

Paul Greco
Buyer Name
(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 08PSX0027
Contract Award Date: 30 June 2008
SUPPLEMENT DATE: 26 August 2011

CONTRACT AWARD SUPPLEMENT #7
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

CONTRACTOR INFORMATION:

Company Name: **AshBritt, Inc.**

Company Address: **565 East Hillsboro Blvd. Deerfield Beach, Florida 33441**

Tel. No.: **954-545-3535**

Fax No.: **954-545-3585**

Contract Value: **Est. \$ 100,000,000.00**

Company E-mail Address and/or Company Web Site jnoble@ashbritt.com www.ashbritt.com

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

Company Name: **Phillips and Jordan, Inc.**

Company Address: **191 P and J Road P.O. Drawer 604 Robbinsville NC 28771**

Tel. No.: **828-479-3371**

Fax No.: **828-479-3010**

Contract Value: **Est. \$ 50,000,000.00**

Contact Person: **Mike Harwood**

Delivery: **As declared**

Company E-mail Address and/or Company Web Site mharwood@pandj.com www.pandj.com

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

Paul Greco
Buyer Name
(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 08PSX0027
Contract Award Date: 30 June 2008
Proposal Due Date: 17 March 2008
SUPPLEMENT DATE: March 17, 2011

CONTRACT AWARD SUPPLEMENT #6
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Disaster Debris Management Services**

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Extended through June 30, 2014

AGENCY REQUISITION NUMBER: DAS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			No Change

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **AshBritt, Inc.**

Company Address: **565 East Hillsboro Blvd. Deerfield Beach, Florida 33441**

Tel. No.: **954-545-3535**

Fax No.: **954-545-3585**

Contract Value: **Est. \$ 100,000,000.00**

Company E-mail Address and/or Company Web Site jnoble@ashbritt.com www.ashbritt.com

Remittance Address: **Same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

See new Contractor address referenced above.

APPROVED

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)

Paul Greco
Buyer Name
(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 08PSX0027
Contract Award Date: 30 June 2008
Proposal Due Date: 17 March 2008
SUPPLEMENT DATE: December 7, 2010

CONTRACT AWARD SUPPLEMENT #5
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Disaster Debris Management Services**

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Extended through June 30, 2014

AGENCY REQUISITION NUMBER: DAS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			Est. \$ 100,000,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **Phillips and Jordan, Inc.**

Company Address: **191 P and J Road P.O. Drawer 604 Robbinsville NC 28771**

Tel. No.: **828-479-3371**

Fax No.: **828-479-3010**

Contract Value: **Est. \$ 50,000,000.00**

Contact Person: **Mike Harwood**

Delivery: **As declared**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site mharwood@pandj.com www.pandj.com

Remittance Address: **Same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

This Contract is extended through June 30, 2014. See contract Amendment following this Supplement Number five (5).

APPROVED

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)

1st AMENDMENT AGREEMENT
TO
CONTRACT 08PSX0027 BETWEEN
THE STATE OF CONNECTICUT
AND
PHILLIPS AND JORDAN, INC.
FOR
DISASTER DEBRIS MANAGEMENT SERVICES

This 1st Amendment Agreement (the "Amendment") is made as of the day of December 6, 2010 by and between Phillips and Jordan, Inc. (the "Contractor"), with a principal place of business at 191 P and J Road Robbinsville NC 28771 acting by Dudley Orr, its Vice President, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut, acting by Paul S. Greco, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated June 30, 2008 for Disaster Debris Management Services (the "Agreement"); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, in consideration of these premises and mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Contractor and the State agree as follows:

1. Pursuant to Section #2 of the Contract, the parties hereby mutually agree to extend the term of the contract until June 30, 2014.
2. Wherever the phrase "Five Assigned Debris Control Zones" appears in Exhibit A, delete it and replace it with "County(ies)".
3. The fourth paragraph on page one of Exhibit A is deleted in its entirety.
4. The number 2006 in Exhibit A, section titled "Connecticut's Approach to Debris Management" item number (1) is replaced with 2009. Therefore, the document that covers natural disasters and related response and operations is governed by "The State Natural Disaster Plan, 2009".
5. The first line of the second paragraph in the section titled "Prices" found on Exhibit A, page three is amended by deleting the words "initial first three-year" after the word "the" and before the word "term" so that the sentence reads: "Prices are to remain firm for the term of the contract.
6. The following paragraph is added to Exhibit A, as the second paragraph to the section titled "Contract Utilization". "In the event the State's municipalities cannot effectively manage debris removal from their own geographical boundaries, the State may provide assistance to the local government through this contract".
7. The third line in Exhibit A, Section: Mobilization is amended by deleting the words "(either verbal or Written Notice to Proceed)" after the word "contact" and before the word "the" and replaced with "(verbally and in writing)" so that the new sentence reads as follows: "When a major disaster occurs or

is imminent, the state, through the Commissioner of the Department of Emergency Management and Homeland Security/State EOC or his designee, will contact (verbally and in writing) the Contractor to advise them of the State's intent to activate the contract.

8. Delete the title of Exhibit A1 "Assigned Debris Control Zones" found on the "Listing Of Exhibits" document (page number 107) and replace it with "Connecticut Counties".
9. Exhibit A1 is replaced with revised Exhibit A1 titled "Geographical Map of Connecticut Counties"
10. Exhibit B, item III. D-1.1.4 is amended by changing the unit of measure from <24" diameter to > 24" diameter.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Phillips and Jordan, Inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Dudley Orr

Martin W. Anderson PhD

Title: Vice President

Title: CT DAS Commissioner

Date: _____

Date: _____

Paul Greco
Buyer Name
(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 08PSX0027
Contract Award Date: 30 June 2008
Proposal Due Date: 17 March 2008
SUPPLEMENT DATE: November 10, 2010

CONTRACT AWARD SUPPLEMENT #4
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Disaster Debris Management Services**

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Extended through June 30, 2014

AGENCY REQUISITION NUMBER: DAS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			Est. \$ 100,000,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **AshBritt, Inc.**

Company Address: **480 S. Andrews Ave. Suite 103 Pompano Beach, FL 33069**

Tel. No.: **954-545-3535**

Fax No.: **954-545-3585**

Contract Value: **Est. \$ 100,000,000.00**

Company E-mail Address and/or Company Web Site jnoble@ashbritt.com www.ashbritt.com

Remittance Address: **Same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

This Contract is extended through June 30, 2014. See contract Amendment following this Supplement Number four (4).

APPROVED

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)

1st AMENDMENT AGREEMENT
TO
CONTRACT 08PSX0027 BETWEEN
THE STATE OF CONNECTICUT
AND
AshBritt, Inc.
FOR
DISASTER DEBRIS MANAGEMENT SERVICES

This 1st Amendment Agreement (the "Amendment") is made as of the day of November 10, 2010 by and between AshBritt, Inc. (the "Contractor"), with a principal place of business 480 S. Andrews Ave. Suite 103 Pompano Beach, FL 33069 acting by John Noble, its Chief Operating Officer, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut, acting by Paul S. Greco, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated June 30, 2008 for Disaster Debris Management Services (the "Agreement"); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, in consideration of these premises and mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Contractor and the State agree as follows:

1. Pursuant to Section #2 of the Contract, the parties hereby mutually agree to extend the term of the contract until June 30, 2014.
2. Wherever the phrase "Five Assigned Debris Control Zones" appears in Exhibit A, delete it and replace it with "County(ies)".
3. The fourth paragraph on page one of Exhibit A is deleted in its entirety.
4. The number 2006 in Exhibit A, section titled "Connecticut's Approach to Debris Management" item number (1) is replaced with 2009. Therefore, the document that covers natural disasters and related response and operations is governed by "The State Natural Disaster Plan, 2009".
5. The first line of the second paragraph in the section titled "Prices" found on Exhibit A, page three is amended by deleting the words "initial first three-year" after the word "the" and before the word "term" so that the sentence reads: "Prices are to remain firm for the term of the contract.
6. The following paragraph is added to Exhibit A, as the second paragraph to the section titled "Contract Utilization". "In the event the State's municipalities cannot effectively manage debris removal from their own geographical boundaries, the State may provide assistance to the local government through this contract".
7. The third line in Exhibit A, Section: Mobilization is amended by deleting the words "(either verbal or Written Notice to Proceed)" after the word "contact" and before the word "the" and replaced with "(verbally and in writing)" so that the new sentence reads as follows: "When a major disaster occurs or

is imminent, the state, through the Commissioner of the Department of Emergency Management and Homeland Security/State EOC or his designee, will contact (verbally and in writing) the Contractor to advise them of the State's intent to activate the contract.

8. Delete the title of Exhibit A1 "Assigned Debris Control Zones" found on page 81 of Exhibit A and replace it with "Connecticut Counties".
9. Exhibit A1 is replaced with revised Exhibit A1 titled "Geographical Map of Connecticut Counties"
10. Exhibit B, item III. D-1.1.4 is amended by changing the unit of measure from <24" diameter to > 24" diameter.

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

AshBritt, Inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

John Noble

Martin W. Anderson PhD

Title: Chief Operating Officer

Title: CT DAS Commissioner

Date: _____

Date: _____

Paul Greco
Buyer Name
(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 08PSX0027
Contract Award Date: 30 June 2008
Proposal Due Date: 17 March 2008
SUPPLEMENT DATE: 22 October 2009

CONTRACT AWARD SUPPLEMENT #3
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Disaster Debris Management Services**

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Date of award through June 30, 2011

AGENCY REQUISITION NUMBER: DAS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			Unchanged.

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **Phillips and Jordan, Inc.**

Company Address: **191 P and J Road P.O. Drawer 604 Robbinsville NC 28771**

Tel. No.: **828-479-3371**

Fax No.: **828-479-3010**

Contract Value: **Est. \$ 50,000,000.00**

Contact Person: **Mike Harwood**

Delivery: **As declared**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site **mharwood@pandj.com www.pandj.com**

Remittance Address: **Same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

See page two (2) for performance bond issuance information.

APPROVED

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)

Contract Award 08PSX0027, Supplement Number Three

In the event Phillips and Jordan, Inc. is implemented as primary contractor, the State of Connecticut will provide Phillips and Jordan, Inc., “A Notice to Proceed”. Phillips and Jordan, Inc. will execute and make deliverable to the State of Connecticut Department of Administrative Services (DAS), a performance bond in the amount of \$5,000,000.00 for the purposes of securing its performance when implementing mobilization to the State of Connecticut after a declared disaster.

Upon arrival, Phillips and Jordan, Inc. will obtain estimated costs for recovery and debris management services and will provide a replacement performance bond of up to \$100,000,000.00 for the purposes of securing its performance to the debris management services it has been awarded to perform by this contract agreement. Such bond shall remain in place throughout the term in which services are being provided and may continually be reinstated as required.

Such sureties may be submitted in the form of a Performance Bond of a Surety Company licensed to do business in the State of Connecticut, certified check, or irrevocable letter of credit from a commercial banking institution. Bonds shall be sent to the Attn. of Paul S. Greco, 165 Capitol Ave., Hartford, CT 06106.

In the event Phillips and Jordan, Inc. is implemented as secondary contractor, said bonds will be in the following amounts:

- \$2,500,000.00 for the purposes of securing its performance when implementing mobilization to the State of Connecticut after a declared disaster.**
- For recovery and debris management services, a replacement performance bond of up to \$50,000,000.00 for the purposes of securing its performance to the debris management services it has been awarded to perform by this contract agreement.**

Such sureties may be submitted in the form of a Performance Bond of a Surety Company licensed to do business in the State of Connecticut, certified check, or irrevocable letter of credit from a commercial banking institution. Bonds shall be sent to the Attn. of Paul S. Greco, 165 Capitol Ave., Hartford, CT 06106.

Paul Greco
Buyer Name
(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 08PSX0027
Contract Award Date: 30 June 2008
Proposal Due Date: 17 March 2008
SUPPLEMENT DATE: 31 August 2009

CONTRACT AWARD SUPPLEMENT #2
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Disaster Debris Management Services**

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Date of award through June 30, 2011

AGENCY REQUISITION NUMBER: DAS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			Unchanged.

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **AshBritt, Inc.**

Company Address: **480 S. Andrews Ave. Suite 103 Pompano Beach, FL 33069**

Tel. No.: **954-545-3535**

Fax No.: **954-545-3585**

Contract Value: **Est. \$ 100,000,000.00**

Company E-mail Address and/or Company Web Site jnoble@ashbritt.com www.ashbritt.com

Remittance Address: **Same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

See page two (2) for performance bond issuance information.

APPROVED

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)

Contract Award 08PSX0027, Supplement Number Two

Upon the State of Connecticut providing the Contractor, Ashbritt, “A Notice to Proceed”, Ashbritt will execute and make deliverable to the State of Connecticut Department of Administrative Services (DAS), a performance bond in the amount of \$5,000,000.00 for the purposes of securing its performance when implementing mobilization to the State of Connecticut after a declared disaster.

Upon arrival, Ashbritt will obtain estimated costs for recovery and debris management services and will provide a replacement performance bond of up to \$100,000,000.00 for the purposes of securing it’s performance to the debris management services it has been awarded to perform by this contract agreement. Such bond shall remain in place throughout the term in which services are being provided and may continually be reinstated as required.

Such sureties may be submitted in the form of a Performance Bond of a Surety Company licensed to do business in the State of Connecticut, certified check, or irrevocable letter of credit from a commercial banking institution. Bonds shall be sent to the Attn. of Paul S. Greco, 165 Capitol Ave., Hartford, CT 06106.

Paul Greco
Buyer Name
(860)713-5189
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 08PSX0027
Contract Award Date: 30 June 2008
Proposal Due Date: 17 March 2008
SUPPLEMENT DATE: 30 April 2009

CONTRACT AWARD SUPPLEMENT #1
IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Disaster Debris Management Services**

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Date of award through June 30, 2011

AGENCY REQUISITION NUMBER: DAS

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
			Unchanged.

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **AshBritt, Inc.**

Company Address: **480 S. Andrews Ave. Suite 103 Pompano Beach, FL 33069**

Tel. No.: **954-545-3535**

Fax No.: **954-545-3585**

Contract Value: **Est. \$ 100,000,000.00**

Company E-mail Address and/or Company Web Site jnoble@ashbritt.com www.ashbritt.com

Remittance Address: **Same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

This contract supplement provides the following clarification(s) and identifies the following;

- **Contract use by the CT Department of Transportation.**
- **The State of Connecticut will provide "Notice to Proceed" in Writing when activating the contract.**
- **Ashbritt, Inc. pricing found in Exhibit B, Items III E-1.1, III E-2.1 and III E-3.1 has been revised for billing purposes and is identified on page two of this supplement.**

Contract Award 08PSX0027, Supplement Number One continued

Item	Description	Unit	Unit Price
III E-1.1	TDSRS Site	Per Cubic Yard of Material Processed	\$6.00 per cy
III E-2.1	Vehicle Aggregation site	Per Cubic Yard of Material Processed	\$3.00 per cy
III E-3.1	Vessel Aggregation site	Per Cubic Yard of Material Processed	\$3.00 per cy

APPROVED _____
PAUL GRECO
Contract Specialist
(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Paul Greco
Contract Specialist

(860) 713-5189
Telephone Number

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:
08PSX0027

Contract Award Date:

July 14, 2008

RFP Due Date:

1 April 2008

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Disaster Debris Management Services**

**FOR: The State of CT Dept. of Emergency Management &
Homeland Security and the CT Dept. of Administrative Services**

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

Date of award through June 30, 2011

AGENCY REQUISITION NUMBER: DAS

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		Est. \$100,000,000.00	Est. \$100,000,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **AshBritt, Inc.**

Company Address: **480 S. Andrews Ave. Suite 103 Pompano Beach, FL 33069**

Tel. No.: **954-545-3535**

Fax No.: **954-545-3585**

Contract Value: **Est. \$ 100,000,000.00**

Contact Person: **John Noble**

Delivery: **As Authorized**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site jnoble@ashbritt.com www.ashbritt.com

Remittance Address: **Same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

APPROVED

MARTIN W. ANDERSON Ph.D
DAS Deputy Commissioner

APPROVED

PAUL GRECO
DAS Contract Specialist

(Original Signatures on Document in Procurement Files)

CONTRACT
08PSX0027

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

ASHBRITT, Inc.

FOR DISASTER DEBRIS MANAGEMENT SERVICES

July 14, 2008

This Contract (the “Contract”) is made as of the 14th day of July, in the year 2008, by and between, AshBritt, Inc. (the “Contractor,”) with a principal place of business at 480 S. Andrews Ave. , Pompano Beach, Florida 33069, acting by John W. Noble, its Chief Operating Officer and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Paul Greco, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: The State of Connecticut, Department of Emergency Management and Homeland Security and Department of Administrative Services.
 - (d) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
 - (e) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (f) Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (g) Day: All calendar days whereas emergency services are required. For billing purposes, Day is all calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibits A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibits A.
 - (l) Proposal: A Proposer's submittal in response to a Request for Proposals.
 - (m) Proposer Parties: A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.
 - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibits A.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from July 14, 2008 through a June 30, 2011. The parties may extend this Contract, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibits A. For purposes of this Contract, to perform and the performance in Exhibits A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibits B
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-

60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Agency may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the Agency or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
 - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the Agency’s part, in the Agency and the State of Connecticut to use or dispose of the Rejected Goods and Contractor Property, in the Agency’s sole discretion, as if the Rejected Goods and Contractor Property were the Agency’s or State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the Agency or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Agency shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the Agency and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Agency and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary

authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the Agency may require to evidence, in the Agency's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibits A and at the prices set forth in Exhibits B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibits B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination, Cancellation and Expiration.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Proposer to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate

or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) In the case of any Termination or Cancellation, the Client Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibits A, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to the Client Agency, or any replacement contractor which DAS designates, all subcontracts, purchase orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as DAS may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Reserved

- 11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibits B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibits B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Agency requirements, particularly the Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor

Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS and the Client Agency, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract do not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;

- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (t) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
 - (u) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (v) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (w) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
 - (x) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (z) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (bb) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or

cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of

Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise,

- (2) who have the power to direct the management and policies of the enterprise and
- (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;
 - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- 33. **Tangible Personal Property.** The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

- 34. **Whistleblowing.** This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any

employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Paul Greco

If to the Contractor:

AshBritt, Inc.
480 S. Andrews Ave. Suite 103
Pompano Beach, FL 33069
Attention: Mr. John W. Noble

36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired

and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

- (c) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

38. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

39. **Parties.** To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."

40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Client Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the Client Agency's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. The State will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms

of the Connecticut Freedom of Information Act (“FOIA”) and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to

receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

55. Reserved

56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.

57. Health Insurance Portability and Accountability Act.

(a) This Section may or may not apply to the Client Agency and/or DAS. If an appropriate party or entity determines that it does apply to the Client Agency, then for purposes of this Section the following definitions shall apply:

(1) "Business Associate" shall mean the Contractor.

(2) "Covered Entity" shall mean DAS, the Client Agency or both, as applicable.

(3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

(4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

- (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (c) The Contractor and the Client Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
 - (d) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.
 - (e) The Contractor, on behalf of the Client Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103.
 - (f) The Contractor is a "business associate" of the Client Agency, as that term is defined in 45 C.F.R. § 160.103.
 - (g) Obligations and Activities of Business Associates
 - (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of

electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.
- (9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- (12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

(h) Permitted Uses and Disclosure by Business Associate

- (1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure.

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations Of Covered Entity
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination
 - (1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.
- (A) Effect of Termination, Cancellation and Expiration
 - Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This

provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(I) Miscellaneous Provisions

- (1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

AshBritt, Inc.

STATE OF CONNECTICUT
Department Of Administrative Services

By: _____

By: _____

John W. Noble

Martin W. Anderson Ph. D

Title: Chief Operating Office

Title: DAS Deputy Commissioner

Date: _____

Date: _____

EXHIBIT C
SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE
CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the

executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**CT DAS CONTRACT AWARD 08PSX0027
DISASTER DEBRIS MANAGEMENT OPERATIONS FOR
EMERGENCY RESPONSE AND RECOVERY**

EXHIBIT A

Introduction

This contract is for the purposes of securing services for efficiently removing large volumes of disaster-generated debris from areas of the State of Connecticut as necessary, in a timely and cost-effective manner and lawfully managing the recycling and disposal of the debris following a natural disaster or destructive event.

The State intends that this award will provide for emergency roadway and right-of-way debris clearance and for debris removal and disposal that will be activated on an as needed basis at the discretion of the State. The State will assume ownership of the debris upon the collection and removal from rights-of-way or public property.

The State of Connecticut is divided into five Assigned Debris Control Zones, as defined by the State of Connecticut's Department of Emergency Management and Homeland Security. In the event the State's municipalities cannot effectively manage debris removal in their own geographical territories, the State may provide assistance to the local government through this contract. The State will be the named Public Assistance Applicant for Federal assistance in all cases.

The State will be seeking to qualify under the Federal Emergency Management Agency's Public Assistance (PA) Pilot Program so as to be in a position to benefit from the incentives offered under this Federal Program.

During a disaster debris clean-up effort, an effective coordinated operation under a unified command will be required between the PA Applicant (State) and FEMA to ensure that debris removal operations are efficient, effective, and comply with eligibility criteria for FEMA PA funding.

Connecticut's Approach to Debris Management: The State has two primary documents that cover natural disasters and related response and operations:

- (1) The State Natural Disaster Plan, 2006
- (2) The State Disaster Debris Management Plan, 2007 draft which is an annex to the *State Natural Disaster Plan*. A final Debris Management Plan is expected to be approved by Summer 2008. Strategies for the cleanup of debris are presented in both of these Plans. Awarded Contractors are expected to be familiar with these documents and have a thorough understanding of each. www.ct.gov/demhs and www.ct.gov/dep

As a result of Connecticut's limited landfill capacity, the following strategies are incorporated into Connecticut's debris management planning:

- Divert as much material from disposal as possible through recycling, composting and other legitimate diversion options;
- Utilize volume reduction techniques to improve debris management efficiencies and minimize impacts on landfill capacities.
- Use Connecticut's solid waste management infrastructure as efficiently as possible;
- Rely on permitted Transfer Stations to transfer waste that cannot be diverted from disposal to waste handling facilities outside of Connecticut for disposal;
- Rely on permitted Volume Reduction Facilities to reduce and transfer waste that cannot be diverted from disposal to waste handling facilities outside of Connecticut for disposal;
- Consider alternative technologies for managing portions of the debris waste stream, in-state or out-of-state, such as biomass facilities; and
- Use approved Temporary Debris Storage and Reduction Sites (TDSRS) for processing debris for recycling and disposal.

Debris cleanup will be based on recycling and material separation at the point of initial pickup to the extent possible, with additional segregation occurring at a TDSRS. Recycling of debris removed by the Contractor to the greatest extent practicable is expected. This approach will be used in order to minimize disposal and reduce potential threats to human health and safety. The goal will be to maximize potential beneficial reuse processing and recycling options. This is consistent with the State's statutory waste management hierarchy where source reduction and recycling are highest priority, as well as being consistent with the state mandated recycling laws. Refer to the State Solid Waste Management Plan, December 2006, www.ct.gov/dep/swmp, for more information on Connecticut's solid waste management policies, programs, and infrastructure.

Contract Utilization

Contractor will not commence services unless authorized to do so by the State. Ashbritt, Inc. is designated as the primary contractor and shall be the initial contractor contacted by the state in the event services are required. The State reserves the right to utilize a secondary contractor for services should it be necessary.

Performance Bond

Prior to State authorized services, the awarded contractor will provide the State of Connecticut with a performance bond in the amount(s) that will be negotiated prior to an event and before services are to commence. Such surety may be submitted in the form of a Performance Bond of a Surety Company licensed to do business in the State of Connecticut, certified check, or irrevocable letter of credit from a commercial banking institution. Bonds shall be sent to the Attn. of Paul S. Greco at the State Office Building, 165 Capitol Ave., Hartford, CT 06106 DAS Procurement Services, 5th floor South.

Insurance

Insurance requirements are set forth in the contract document. Prior to commencing services, the awarded contractor will provide the State of Connecticut with copies of insurance required and representative of the required amounts. Certificates of insurance shall name the State of Connecticut as the additional insured.

Prices

Prior to a disaster event, no costs will accrue.

Prices are to remain firm for the initial the first three-year term of the contract. In the event this contract is extended for an additional term, price increases may be requested and will be considered. Such requests shall be submitted in writing to:

Paul Greco
DAS Procurement Services
165 Capitol Ave. Hartford, CT 06106
5th floor South.

I. Scope: The following are minimum requirements to services to be provided. However the awarded Contractor's detailed Management, Operations, Technical and Billing Approach" is found on page thirty one (31) of this exhibit.

The Contractor shall provide equipment, operators, and laborers for debris removal operations that includes, but is not limited to, segregation, removal, hauling, disposal, and structural demolition on public lands and public right of ways (ROW) and in some cases as determined necessary by the State, private property.

The Contractor will serve as the general contractor for the purpose of debris removal and disposal operations, and will utilize additional resources to include subcontract resources, to meet the obligations of the contract. The Contractor shall have an established management team and established network of resources to provide the necessary equipment and personnel to perform comprehensive debris removal and volume reduction operations.

In addition, the Contractor will be required to participate in State directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the State.

Pre-event Planning:

- **Temporary Debris Storage and Reduction Sites (TDSRS):** The Contractor shall provide pre-event planning services to assist the State for identifying a sufficient number of potentially suitable TDSRS locations throughout the State for suitable and efficient debris removal operations.
- **Aggregation sites for abandoned and damaged vehicle and vessels:** The Contractor shall provide pre-event planning services to assist

the State in identifying potentially suitable locations for aggregation sites for abandoned and damaged vehicles and vessels.

Load Tickets: Payment for debris hauled will be based on the quantity of debris hauled in truck measured cubic yards or units as identified in the cost schedule (Exhibit B entitled Price Schedule) and the distance hauled depending on where the debris is taken. Debris hauled to a TDSRS or final recycling or disposal facility will require a validated load ticket (Exhibit A2 entitled Load Ticket). Drivers will be given load tickets at the loading site by the State or by its' designated Agent (i.e., a separate Contractor responsible for monitoring debris operations), the Field Debris Monitor. The quantity of debris hauled will be estimated in cubic yards or units as identified in the cost schedule (Exhibit B) by the Field Debris Monitor. The quantity of debris hauled will be estimated in cubic yards or units as identified in the cost schedule (Exhibit B) at the TDSRS by the State or its designated agent, the Fixed Site Debris Monitor/Tower Monitor. The estimated quantity will be recorded on the load ticket. Debris being hauled to a permanent disposal facility or recycling facility will be paid based on cubic yards or units as identified in the cost schedule and the distance hauled recorded on a validated load ticket. The State will be responsible for all tipping fees at a final disposal site that has been chosen by the State. The Contractor will be reimbursed for the transport and tipping fees for the disposal of debris. Payment will be made against the Contractor invoice once the load ticket has been reconciled with the records of the State or its designated agent (i.e., Debris Monitoring Contractor). The State will be the recipient of any revenues generated from the salvage value of the recyclable debris.

An automated Debris Management System (ADMS) for managing the load ticketing and accounting process may be utilized. The State reserves the option of allowing or disallowing the use of any ADMS as a substitute for the paper ticketing process.

Final Disposal: The Contractor will be responsible for identifying three potential final disposal sites and associated tipping fees and three potential recycling facilities and associated fees and will report this information to the State. Both in-state and out-of-state facilities must meet all applicable environmental standards and regulations. The State will have final approval for the ultimate disposal location of disaster debris.

Project Management: The Contractor's project management shall provide the following:

A. Mobilization: When a major disaster occurs or is imminent, the State, through the Commissioner of Department of Emergency Management and Homeland Security/State EOC or his designee, will contact (either verbal or written Notice to Proceed) the Contractor to advise them of the State's intent to activate the contract. The State, upon contacting the Contractor, may issue a Task Order for Disaster Response Planning. (See Exhibit A3 entitled Sample Task Order) The issuance of this Task Order will allow the Contractor to begin pre-mission preparations and facilitate the immediate response once the recovery begins. The Contractor shall commence performance within (24) hours of receipt of Notice to Proceed. The Contractor will begin coordination with the State EOC. The Contractor will mobilize and deploy a Pre-Execution Planning Team that will report to the State EOC designated person within 12 hours of Task Order issued. The Team shall consist of the following members:

- Operations Manager,
- Operations Planner, and
- Environmental Health and Safety Manager.

The team will deploy to a location identified by the State EOC designated person. The Team will function as part of an interagency debris planning team. The Team will provide technical assistance for the following activities:

- Estimation of debris volumes,
- Sectoring disaster area for most efficient debris management,
- Final selection of TDSRS and final recycling and waste disposal facilities,
- Determining personnel and equipment resources (crews) required, and
- Performing environmental health and safety evaluations.

Prior to commencing debris removal operations and within three days after the Task Order is issued, the Contractor shall submit to the State EOC designate a preliminary Management/Operations Plan (See Exhibit A4 entitled Management Plan/Operations Plan Minimum Requirements) which describes the organizational structure and key personnel involved in the cleanup, the technical approach and methodology to be used, site specific operational components, the geographic area management, safety requirements, the Contractor Quality Control Plan, and approaches to debris waste reduction and recycling. The Plan will indicate where operations will begin and which streets/roads will be cleared during the initial 7-day period. Operation locations will be decided upon in conjunction with the State EOC.

No later than 7 days after the Task Order is issued, the Contractor shall provide a final Management and Operations Plan describing all aspects of the debris management mission. Maximum allowable time for debris removal and cleanup shall be negotiated at the time the scope of work and geographic area(s) are identified.

The Plan shall be updated by the Contractor as necessary and as required by the State EOC designated person. The Contractor's final Management Plan/Operation Plan shall include a safety component that outlines an Accident Prevention Program (APP). The Contractor's APP will be job-specific and will include work to be performed by subcontractors and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers. The contractor shall not commence physical work at an Assigned Debris Control Zone or TDSRS until the APP Program has been accepted by the State EOC designated person.

During implementation of services, the Contractor shall attend any and all meetings convened by the State with respect to the clean-up effort, when directed by the State to do so or otherwise necessary to carryout the work.

The State EOC designated person will issue subsequent Task Orders to mobilize and begin debris clearance, debris removal, and debris reduction operations. Once tasked, the Contractor will provide a minimum of 5 crews within 24 hours of a Task Order to commence debris removal operations. A typical crew is composed of the following:

- 5 dump trucks 16-20 CY capacity with drivers;
- 1 front end loader with operator;

- 1 foreman / Quality Control;
- 3 laborers / flagmen.

All activity associated with debris loading and hauling in public areas shall be performed during visible daylight hours only, unless night hauling is authorized through an Emergency Authorization or other directive from the State EOC designated person and / or FEMA. The Contractor shall manage debris pick-up TDSRS operations to coincide with hauling operations during daylight hours, 7 days per week or as defined in the Emergency Authorization (*permit to operate*) issued by the CTDEP in response to the storm event.

The Contractor shall use only designated debris locations/areas including TDSRS as directed by the State. The Contractor shall be responsible for mobilization, operations and demobilization at the TDSRS.

Demobilization. Upon completion of all clean-up work, the Contractor shall remove all equipment, and close out TDSRS as per the requirements of the State and specifications contained herein.

B. Provision of an Operations Manager to coordinate with other State and Federal agencies, municipalities and local utility companies on the disaster debris management effort. Provision of Operation Supervisors to serve in the field as Point-of-Contacts.

1. The Contractor will provide an Operations Manager (OM) and a designated alternate for each awarded Assigned Debris Control Zone to the State's EOC to serve as the principal liaison between the State and the Contractor's workforce. The assigned OM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the resources of the Contractor. The OM shall be on-call 24 hours per day, seven days per week as specified by the State. The Contractor shall have electronic capability for transmitting and receiving relevant information and for making arrangements for on-site accommodations. Communication ability shall provide immediate contact via cell phone, fax machine, and have inter-net capabilities. The OM will participate in daily meetings, functioning as a primary source to provide relevant information to the Contractor's workforce and to the State EOC designated person. While this position will not require constant presence, the OM will be required to work a full workday, typically more than eight hours per day, and be on call and physically capable of responding to the State EOC designated person within 30 minutes of notification.
2. The Contractor OM shall be NIMS compliant and shall maintain records of such training and provide documentation to this effect. The Contractor shall retain records for a period of three years following the close-out of the project and shall make such records available for review by the State.
3. The Contractor OM shall coordinate with the State on all Preliminary Damage Assessments (PDAs) and operations.

4. The Contractor OM shall make recommendations to the State regarding distribution of State work assignments and priorities.
5. The Contractor OM shall assist the State in the dissemination of information for the public regarding pick-up schedules, disposal methods, ongoing activities, and self-help.
6. The Contractor OM shall assist the State under other related project management activities.
7. The Contractor OM shall assign one or more Operations Supervisor (OS) to serve in the field as the Contractor's day-to-day point of contact and representative with the State as the need arises to perform field operations. Depending upon the magnitude and complexity of the debris removal operations, it may be permissible by the State to allow an individual OS to represent the Contractor OM.
8. The Contractor employees shall cooperate to the full extent with oversight personnel individuals but not limited to federal agencies, State authorities or its designated agent (i.e., monitors), and State and local response personnel. Failure to do so may indicate serious non-conformance to contract conditions.

C. Administration: Provide administrative support and track all costs incurred during the cleanup; prepare reports and other documents necessary to adequately document emergency response, management and recovery; document management; worker safety; and other.

1. Costs incurred with Debris Management Operations: Payment for debris hauled will be based on the quantity of debris hauled in a truck as measured in cubic yards or tons and the distance hauled depending on where the debris is taken, to a TDSRS or final recycling or disposal facility. Load tickets will be the documentation necessary for the contractor to receive payment. The State will reimburse the Contractor for transport and tipping fees at final recycling or disposal facilities. Prior to final disposal, the Contractor will provide to the State three bids for final recycling or waste disposal facilities. The State will, in turn, perform due diligence and make a determination of the final recycling or waste disposal facility and shall inform the Contractor. The Contractor will be required to transport the debris to the chosen facility.

2. Load Tickets/Measurements: If required Debris Removal Contractor will have the responsibility of installing truck scales at their expense (see Section 1.C.3. Portable Scales at TDSRS). Trucks will be weighed both entering and leaving the debris management site(s) and the weight of the load will be the calculated difference. The debris removal Contractor will be required to use either the volume method or the weight method for all loads hauled to any one debris management site, and will not be allowed alternate methods. The authorized debris monitors working for the State and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks when measurements are to be volume based.

Authorized monitors under separate State contract are the final authority. Deductions from load volume will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions, see the diagrams provided in Exhibit A5 entitled Truck Load Deductions.

Load Tickets: Load Tickets shall be in the possession of the Debris Monitoring Contractor. It will be the responsibility of the Debris Monitoring Contractor to keep an accurate record of the distribution of the Load Tickets. The Debris Monitoring Project Manager will be responsible for providing the Load Tickets to the Field Debris Supervisor(s), who will in turn provide these to the Field Debris Monitors and the Fixed Site Debris/Tower Monitors. The Load Ticket is a dual use ticket covering either of the following scenarios:

- **Load Ticket: From Curbside Initial Pickup (Scenario #1)** records the loading and transport of debris from the public right-of-way to the TDSRS or directly to final recycling facilities or final disposal facilities, both in-state and/or out-of-state.
- **Load Ticket: From TDSRS (Scenario #2)** records the loading and transport of processed and segregated debris from a TDSRS to recycling facilities or final disposal facilities.

A minimally required Load Ticket is found in Exhibit A2. The Load Ticket is a five-part ticket. The Load Ticket is the primary record for the monitoring and measuring of debris removal operations. Note: Contractors may choose to utilize an Automated Debris Management System (ADMS).

The following describes the procedures that will be used in the use of the Load Tickets:

- **Scenario #1. From Curbside Initial Pickup: Initial loading of waste debris from the public right-of-way to the TDSRS or directly to final recycling facilities or disposal facilities.**

From Curbside - Initial Loading Site: The first part of the ticket shall be completed at the initiation of each load in the public right-of-way, signed by the Field Debris Monitor and will be retained by the Field Debris Monitor. The Field Debris Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their Field Debris Supervisor. The Field Debris Monitor shall remove the first of the five part ticket and then give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor Driver. The Driver, as directed, can then transport the debris to one of the following designated sites: a TDSRS or may take the debris to a final disposal facility or recycling facility, both in-state or out-of-state, if it has been determined that this is the appropriate action.

- (1) To TDSRS – Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to the Fixed Site Debris/Tower Monitor at the Inspection Station/TDSRS. That Fixed Site Debris/Tower Monitor will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the Ticket. The second part of the five-part ticket shall remain with the Fixed Site Debris/Tower Monitor. The Fixed

Site Debris/Tower Monitor is required to turn in the second of the five-part ticket at the end of each day to their supervisor. The other remaining three parts of the five-part ticket shall be given to the driver, to be turned in to the Debris Removal Operations Contractor representative.

- (2) To Final Disposal Facility or Recycling Facility, both in-state and out-of-state, Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to a Debris Monitor stationed at the facility and or a duly authorized representative of the Solid Waste Disposal facility. The Debris Monitor and the authorized representative at the Solid Waste Disposal facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the ticket and shall keep the second and third parts. One will remain with the facility; the other will be forwarded to the Debris Monitoring Project Manager. The driver will retain the fourth and fifth part of the Load Ticket to be turned in to their respective Debris Removal Contractor representative.

▪ **Scenario #2. Loading of segregated and/or processed waste materials at the TDSRS for transport to the final recycling facility or final disposal facilities.**

From TDSRS Loading Site: The first part of the Load Ticket shall be completed at the TDSRS, signed by the Fixed Site Debris/Tower Monitor, and will be retained by the Fixed Site Debris/Tower Monitor. The Fixed Site Debris/Tower Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their supervisor. The Fixed Site Debris/Tower Monitor shall give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor driver.

(2) To Final Recycling Facility and Disposal Facilities: The driver will hand the remaining four parts of the Load Ticket to the duly the Debris Monitor and or the authorized representative of the final recycling or disposal facility. The Debris Monitor and or the authorized representative of the facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the load ticket. Parts two and three of the five-part Load Ticket shall remain with the authorized representative of the final disposal site. One will remain with the facility; the other will be forwarded to the Debris Monitoring Project Manager. The other remaining parts of the load ticket, four and five, shall be given to the driver, to be turned in to their respective Debris Removal Operations Contractor representative.

3.Portable Scales at the TDSRS

The State may direct, at the pre-event planning stage or at a later time period, the Contractor to install portable scales at a particular TDSRS, and to use weight as the method for determining quantities. The Contractor will provide a price for installing and maintaining such portable truck weighing scales on Exhibit B Price Schedule Item – I Project Management. Contractor provided scales shall be pre-registered with the State of Connecticut and be NTEP approved. A registered service person must locate and put in-place the scales. The weigh master must be a registered public weigher with the State of Connecticut Department of Consumer Protection. Invoices for

work performed will be submitted using the alternate unit prices for tons provided, where shown, on the Exhibit B.

4. Animal Carcasses

Payment for animal carcasses hauled to an authorized disposal facility will be based on the prices submitted on Exhibit B, item III D-8.1 and will include collection/loading costs, transportation costs and processing costs based on a “fully loaded mile”. Payment will be made against the Contractor’s invoice once the Field Debris Monitors and/or Fixed Site Debris/Tower Monitors and load tickets and/or scale tickets match.

5. Temporary Storage of Documents

The Contractor shall provide protective storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State EOC designee when requested.

6. Worker Safety

The Contractor shall supervise and direct all work related to both debris collection/transport and management of the TDSRS, ensuring skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. The Contractor (s) shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed.

The Contractor shall comply with all applicable safety and health protection codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when implementation of the work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the State has occurred.

Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the appropriate State and federal authorities, including the State contracting authority. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

D. Determine eligible vs. ineligible debris for FEMA Public Assistance funding

1. Eligible Debris Eligible debris is debris caused by the disaster in a declared county and on public property and which has been properly documented are the four main requirements of FEMA. Eligible debris under this contract is limited to only that debris that FEMA determines eligible for the disaster event and is consistent with FEMA regulations and Public Assistance guidance. Payment will only be made for that debris meeting FEMA eligibility guidelines.

The Contractor shall arrange for collection and disposal of debris in a manner complying with all applicable Federal, State and local laws and regulations. Any ineligible debris collected by the Contractor shall be properly disposed of at the Contractor's expense. Any loads rejected at the final recycling or disposal facility shall be the Contractor's responsibility.

2. Reporting and Documentation; Recordkeeping The Contractor shall provide and submit to State all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA/State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the contract awarded as a result of this RFP and its performance. Such records shall be maintained and kept in their original form for a period of three years after the completion of the project; and shall be available to the State at any time.

E. Determine the method and manner of debris removal and lawful disposal operations consistent with this Scope of Work and the State of Connecticut Disaster Debris Management Plan, 2007 draft, or as amended.

1. Debris Collection

The Contractor shall be responsible for collecting and removing, from public rights-of-way and public property, all debris to: a TDSRS for volume reduction in preparation for final recycling and/or waste disposal facility (either in-state or out-of-state) or directly from the curb to a final recycling or disposal facility; and from a TDSRS to a final recycling or final disposal (in-state or out-of-state). The work shall consist of clearing and removing disaster generated debris.

Curbside segregation of debris is required prior to removal when not previously accomplished by property owners. Typical segregation categories include putrescent municipal solid waste (MSW) (primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, cardboard which requires immediate disposal), C&D debris, uncontaminated green waste (or vegetative waste), white goods, and electronics. Household garbage is not eligible for removal unless resulting from the disaster event (i.e., refrigerator or freezer waste placed curbside). To the extent possible, solid waste collection haulers are expected to maintain their normal schedules for MSW that would have been generated under pre-event conditions and as such, the Contractor is not expected to perform this service.

A typical segregation crew and equipment includes one foreman, 3 laborers, and one loader with grapple and the manpower necessary to accomplish this task.

The Contractor shall coordinate with the State as to the number of passes that will be made in an Assigned Debris Control Zone. The Contractor will collect and remove all debris existing on a street or road during each pass and not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to: separate bagged debris from other types of debris; collecting C&D debris; collecting recyclable timber or from hauling

stumps with root balls. The Contractor will organize equipment and crews so that all types of debris are collected within any one pass. The public Right-of-Way is typically defined as the portion of land over which a facility, such as highways, railroads, or power lines are built. This includes land on both sides of the highway up to the private property line. The Contractor shall coordinate with the State with regard to more defined widths of public Right-of-Ways.

The Contractor shall not move from one designated work area to another designated work area without prior approval from the State EOC designated person.

The Contractor shall conduct the work so as not to interfere with other disaster response and recovery activities of the federal government, State government and municipalities, or any public utilities.

2. Securing Debris The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor 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 during loading and secured during transport. Tarps and other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to TDSRS or disposal facilities.

3. Clearance The Contractor shall be responsible for verifying the clearance of bridges and overpasses on all routes to be used as well as verifying clearance for all overhead structures and wires.

4. Traffic Control The Contractor in their Assigned Debris Control Zone shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

5. Ownership of Debris and Final Recycling and/or Waste Disposal The State shall assume ownership of the debris upon collection and removal from the public right-of-way. The Contractor will be responsible for all recycling and disposal of debris, either in state or out-of-state. Tip fees will be paid by the State. The Contractor will be required to seek at least three bids for final disposal and present a package comparing various disposal and transportation costs to the State for approval.

6. Construction and Demolition (C&D) Recycling and Clean Wood C&D recycling of construction and demolition debris, through material salvage, and recycling of clean, woody debris by mulching and composting is consistent with the goals of the State's Solid Waste Management Plan and will be pursued to the extent practical. Recycling of debris removed by the Contractor is the preferred management approach and efforts will be made by the Contractor to recycle materials to the greatest extent practicable.

7. Licenses, Permits, and Violations The Contractor must be duly licensed to perform all work in accordance with the statutory requirements of Connecticut. The Contractor in consultation with the State shall be responsible for determining what permits

are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work and shall make these available to the State prior to commencing work.

In addition, the Contractor shall be responsible for correcting conditions subject of any notices of violations or other enforcement action issued as a result of the Contractor or subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the State and/or municipalities.

8. Equipment and Equipment Signage

All trucks, trailers, and equipment must be in compliance with all applicable Federal, State, and local rules and regulations. The Contractor shall submit to the State or its designated agent (i.e., Debris Monitoring Contractor) certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the Contractor and approved by the State. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The State or its designated agent reserves the right to re-measure trucks at any time to verify reported capacity.

Trucks or other equipment designated for use under this contract for the purpose of transporting debris will be equipped with two signs, one attached to each side. Signs will be provided by the Contractor and will prominently display the following information:

- Prime Contractor Name
- Subcontractor Name
- Truck Number (no duplicates)
- Cubic Yard Capacity and Tare Weight
- Contractor Certification Number for Vehicle

Any equipment used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport, permits the trucks to be filled to capacity, and facilitates dumping debris without becoming caught in the bed. Frameless, dump trailers are not acceptable.

Sideboards or other extensions to the bed are allowed and, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2 feet above the metal bedsides and must remain in place throughout the operation. All extensions to the bed, and any exceptions to the above requirements, are subject to acceptance or rejection by the State. It is the Contractor's responsibility to report any adjustments of the sideboards to the State and/or its Authorized Agent and truck signage shall report revised cubic yard capacity. Truck loading shall comply with State Department of Transportation rules and regulations including weight limitations and the covering of truckloads.

Trucks or equipment that are designed for use under the executed Contract shall not be used for any other work. The Contractor shall not solicit or accept work from private citizens or others to be performed during the operations of the executed Contract. Under no circumstance will the Contractor mix unauthorized debris hauled from others. Contractors will not mix debris being

hailed for different Contractors and regions unless authorized by the State and/or FEMA authorities.

F. Logistics and Resource Distribution for the purpose of providing for facilities, services, materials, equipment, equipment parts, and fuel necessary for the Contractor to carry out disaster debris management operations.

1. **Materials, Goods and Services** The Contractor shall be responsible in providing all personnel sustaining goods and services to include items such as packaged ice, bottled water, ready-to-eat meals and shelter and all materials such as equipment parts, tools, fuel, etc. and the distribution thereof, supporting emergency and/or disaster recovery and mitigation efforts. The Contractor is responsible for the safe handling and storage of any equipment and parts, tools, fuel, and other related items so as to prevent damage and environmental impacts to public and private property.

G. Technical Assistance Regarding Public Assistance Funding.

1. The Contractor shall provide, if requested by the State, services via a well-qualified and experienced staff of personnel to assist the State in Federal program emergency/disaster assistance as follows:
 - a. Pre-declaration – provide training regarding the federal public assistance program and preliminary damage assessments.
 - b. Post-declaration – participate in applicant briefings and inspection of damaged sites; provide eligibility guidance and insurance oversight services; assist in preparing necessary scopes-of-work and cost estimates for projects (e.g. structural demolition); perform preliminary damage assessments; assist in preparing submissions to FEMA; advise on hazard mitigation opportunities; and assist in reporting and closeout activities.

H. Annual Training Exercises

1. The Contractor shall, at no cost to the State, participate in an annual training exercise related to debris management recovery operations.

II. Planning Function

A. Contractor shall assist the State in the identification of potentially suitable locations for Temporary Debris Storage and Reduction Sites (TDSRS) and Aggregation Sites for stray and abandoned Vehicles and Vessels.

1. Prior to a disaster event, the Contractor shall assist the State in identifying potentially suitable locations for TDSRS and aggregation sites for stray and abandoned vehicles and

vessels. The State is responsible to determine the suitability for each site identified, as well as the subsequent permitting of these sites when needed.

TDSRS shall serve as transfer stations and volume reduction locations to facilitate the recycling and/or disposal of disaster debris. Aggregation locations for stray and abandoned vehicles and vessels will serve as collection points for identification of vehicle and vessel ownership and/or transfer locations for final recycling and/or disposal, if necessary. Identification of such sites shall mean locating a suitable site preferably on public lands, and possibly on private lands. This planning function shall include, but not be limited to, the following:

- a. Identifying potentially suitable sites prior to a disaster and coordinating planning with the DEMHS, CTDEP, and Connecticut's Department of Transportation (ConnDOT).
- b. Following siting criteria used by FEMA, USACE and CTDEP, see Exhibit A6 entitled Siting Criteria for Temporary Debris Storage and Reduction Sites, including Aggregation Sites for Stray and Abandoned Vehicles and Vessels.
- c. Providing in electronic format a list of potentially suitable sites with a map showing the coordinates of each site. Providing a description of each site, and the results of the evaluation to be shared with CTDEP and other agencies as appropriate.
- d. Recommending securing the necessary Memorandum of Understanding from State or others, or lease agreement from private landowner for those sites that have been vetted by the Contractor and the State.
- e. For each site, the Contractor shall provide a Site Management Plan. The Plan will be drawn to a scale of 1 inch = 50 feet. The Plan shall address the following functions: Site preparation – clearing, erosion, and grading; traffic control procedures; safety; segregation of debris; location of ash disposal, hazardous material containment area, work area, and inspection tower; location of incineration operations (last resort) and grinding operations; and location of existing structures or sensitive areas requiring protection.
- f. Providing copies of the environmental baseline study, site description, and site plan to CTDEP for each site so that the information is readily available for public assistance funding applications.
- g. At this time, controlled open-air burning and Air Curtain Pit Incineration, and portable Air Curtain Incinerators shall only be used as a last resort and such cubic yard associated with managing, accepting, processing and reducing vegetative debris through burning will be negotiated on an as needed basis should it be determined that burning is necessary.

III. Debris Removal Operations

This section describes debris removal operations from public and private property, the demolition of structures, the types of debris and appropriate management of this material, and the management and operations of TDSRS and vehicle and vessel aggregation sites. These activities are tied to Exhibit B that identifies the price schedule. Exhibit B outlines the following: Item number, a description of the item, costs based on a unit identified for that particular item,

origination point, the measure, and a unit price. The Contractor is expected to be familiar with all relevant and current FEMA debris related policies.

When considering debris removal operations, FEMA Recovery Policy – RP9523.12 dated May 1, 2006 has determined it is not reasonable to reimburse applicants for hand-loaded vehicles and mechanically loaded vehicles at the same rate. FEMA has determined that vehicles of the same loaded capacity that are loaded by mechanical equipment and reasonably compacted, carry at least twice the volume of debris as those loaded physically by hand. Therefore, the maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

A. Debris removal from public property

1. Debris Removal from Public Property

The Contractor shall remove eligible debris resulting from a disaster event from public property. See III D for list of eligible debris items.

2. Debris Removal from Drainage Systems

The Contractor, in their assigned debris control zone, may be required to clear debris from various drainage swales, ditches, streams, lakes, reservoirs, structures and other drainage components. This clearing may require either hauling or disposal on site as directed by the State. When this type of work is required, the State will develop a Scope of Work for each of the system component (swales, ditches, other) including: description of debris to be removed including the sizes and numbers of trees, locations, photographs, access points and similar information, as well as determining permitting requirements. Payment for the debris clearing, removal and hauling to an authorized waste handling facility will be based on an agreed to cost and authorized task order at the time required.

B. Debris removal from private property will not be conducted without written direction from the State, nor without the approved documentation for Right-of-Entry.

1. Collection on Private Property

The Contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances, it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property of right-of-way. Debris removal from private property will not be conducted without written direction from the State, and the approved documentation for Right-of-Entry. The Contractor shall conduct all work related to removal of debris on private property as per Connecticut General Statutes, Section 28-9c Removal of debris or wreckage. Governor's powers. A sample Right-of-Entry Agreement Form is provided as Exhibit A7.

2. Damages to Public and Private Property

The Contractor in their Assigned Debris Control Zone, shall be responsible for reporting to the State or its designated agent and repairing any damages to private or public property that

result from Contractor collection and removal activities. This includes all roadways, sidewalks, utilities, drainage structures and other features not designated for demolition or removal which are damaged by Contractor's operations. When feasible, repair of damaged areas will be performed immediately. The affected area or item will be restored to its original condition. This shall include contouring to original grade. The Contractor shall supply the State with lists showing all damage claims that have been settled and all claim issues that remain outstanding. These records shall be retained per requirements found in Section I.D.2 Reporting and Documentation; Recordkeeping. Final payment will be subject to a pre-authorized task order and an agreed to cost. Payment may be withheld until claims are adequately resolved.

C. Demolition of Structures

1. Demolition of Structures

This scope of work applies to decommission, demolition, and debris removal from both public and privately owned structures. The Contractor shall conduct this work only with written approval by the State and/or FEMA. The Contractor shall provide all equipment, operators, and laborers for work as specified in individual Task Order(s). The work shall consist of private property debris removal, and hazardous substance decommissioning of structures in accordance with applicable Federal, State (Connecticut General Statutes, Section 29-401 Regulation of the State Demolition Code), and local requirements. Note that Contractor shall follow protocol as per the National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61. Contractor shall also be responsible for abiding by any No Action Assurance policies that EPA may authorize as a result of the disaster event. Exhibit A8 entitled Demolition of Structures shall apply and be included as part of this specification. Payment for this item shall be by the cubic yard as identified in Exhibit B Price Schedule, Item III, D-2.1 and D-2.2. C&D.

D. Debris type and removal within the public right-of-way shall include all types of disaster-generated debris, including collection, transport and processing for final recycling or disposal.

This Contract identifies waste types and makes recommendations on the proper handling and disposal of this debris waste. The terms defining the waste types used in this Contract are derived from a number of key sources and include: the State of Connecticut Disaster Debris Management Plan, 2007draft, the State of Connecticut Solid Waste Management Plan; 2006; State of Connecticut statutory and regulatory authorities dealing with solid waste; and FEMA guidance.

The following two scenarios describe the method in which debris will be transported:

- Scenario #1 – The initial loading of waste debris from the public right-of-way to the TDSRS or directly to final recycling or disposal facilities (in-state or out-state).
- Scenario #2 – The transport of waste that has been segregated and processed waste at a TDSRS to a final recycling or disposal facilities (in-state or out-of-state).

The bid fee schedule includes an origination point for each of the waste items. For some of the items the origination point includes two categories, one from the public right-of-way and the other from the TDSRS. The origination point identified as "From R.O.W." assumes Scenario #1. The origination point identified as "From TDSRS" assumes Scenario #2.

1. The types of debris to be managed include, but are not limited to, the following:

- D-1 Uncontaminated green waste/vegetative debris
- D-2 Construction and demolition debris (C&D)
- D-3 Electronic waste (E-waste)
- D-4 Household hazardous waste (HHW)
- D-5 Putrescent municipal solid waste (Household trash)
- D-6 White goods (home appliances)
- D-7 Aggregate (fill materials)
- D-8 Animal mortalities
- D-9 Contaminated soil, silt, sand and sediment
- D-10 Hazardous waste
- D-11 Scrap metal
- D-12 Sunken vessel removal
- D-13 Municipal Utilities and Non-Utility Entities Related debris
- D-14 Vehicle removal from the Public Right-of-Way
- D-15 Vessel removal from the Public Right-of-Way

Types of Waste/Debris Material and Removal Procedures:

- D-1 Uncontaminated Green Waste/Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks, and other brush and leafy material. It is recommended that the Contractor possess an arbor license or be under the direction of a licensed arborist.
- D-1.1 Uncontaminated green waste/Vegetative debris (From R.O.W; From TDSRS) Vegetative debris in this instance has already been separated or required no separation and has been placed on the right-of-way for collection. A cubic yardage rate is associated with mechanical collection and transportation of vegetative debris from the public right-of-way of the Assigned Debris Control Zone. An alternative option is that the Contractor may be directed by the State or its designated agent, to chip this material and leave on-site where feasible, posing little or no environmental impact. Final recycling or disposal will depend on market needs and opportunities for alternative use (e.g., biomass). This debris may be managed by burning, but only as a last resort if authorized by CTDEP.
- D-1.1.1 Removal of Hazardous Limbs (Hangers)(From R.O.W.)
Contractor shall remove limbs greater than 2" in diameter that are still hanging in a tree and threatening a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and which are located on improved public property. All hazardous limbs in a tree should be cut at the same time the work is being conducted in that sector. An eligible scope-of-work will be to cut the branch at the closest main

branch junction. Removing the entire branch back to the trunk is not the preferred method.

D-1.1.2 Removal of Hazardous Trees (standing leaners)(From R.O.W.)

The State or its designated agent (i.e., municipal tree wardens) will be responsible for evaluating trees and shall make a determination of the tree's condition (hazardous or non-hazardous). A tree shall be considered "hazardous" and will be field marked by the State or its designated agent and removed by the Contractor in their Assigned Debris Control Zone, if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured at breast height; and when one or more of the following criteria are met:

- More than 50% of the crown is damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined to be hazardous that have less than 50% of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular green waste (vegetative debris). The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level. Contractor shall bring debris to the nearest designated TDSRS for eventual grinding.

D-1.1.3 Removal of Fallen Trees (From R.O.W.)

The State or its designated agent shall confirm for the Contractor the removal of fallen trees from the public right-of-way. The Contractor, in their Assigned Debris Control Zone, shall cut and remove a fallen tree that extends onto the right-of-way from private property, at the point where it enters the right-of-way. Vegetative debris will be placed on the right-of-way for collection with other vegetative storm debris. Contractor shall bring debris to the nearest designated TDSRS for eventual grinding.

D-1.1.4 Removal of Hazardous Stumps (From R.O.W.; From TDSRS)

Management of this debris type must be consistent with FEMA Recovery Policy – RP9523.11 entitled Hazardous Stump Extraction and Removal Eligibility, dated May 1, 2006 (review date May 1, 2009). The Contractor is expected to be completely familiar with this FEMA Recovery Policy (RP9523.11)

Removal of eligible hazardous stumps can be from public or, where authorized by the state from private property.

Stumps not priced in this contract over 24 inches in diameter will require the completion of FEMA's Hazardous Stump Worksheet to be presented to FEMA in advance for consideration. Once processed at a TDSRS, the cost of transport shall be figured under the item D-1.1 vegetative debris.

D-2 Construction and Demolition (C&D) Debris consists of debris resulting from structural damage to buildings as well as buildings that will require demolition as a result of the

disaster event, and damage to roads and bridges, and will include items such as aggregate (asphalt, brick, concrete), wood (both clean and treated), roofing and siding materials, wallboard, metals, carpeting and flooring, insulation, glass, tile, window coverings, plastic pipe, heating and ventilating, and air conditioning systems and their components, light fixtures, furnishings and fixtures. Some light fixtures (pre-1977) may contain a PCB light ballast which, if leaking, must be handled according to federal and state regulations. Ineligible debris shall not be loaded, hauled, or disposed of under this Contract (i.e., C&D generated from restoration work rather than disaster-generated). Fee schedule shall provide for two categories of C&D removal: (1) non-asbestos containing C&D debris, and (2) asbestos containing C&D debris.

D-2.1 Non-asbestos containing C&D (From R.O.W.; From TDSRS)

Contractor shall perform mechanical collection and transportation of construction and demolition debris (C&D) free of asbestos from the public right-of-way of an Assigned Debris Control Zone to the nearest TDSRS for processing and segregating. If the situation exists where segregation at the curbside is possible and materials can be separated out for recycling, the Contractor shall transport the material to a pre-determined recycling facility. Refer to separate specifications included herein for scrap metal, aggregate waste (asphalt, brick, concrete) and white goods that can be separated from C&D. Contractor shall load processed C&D into trucks for transport to approved final disposal sites.

D-2.2 Asbestos containing C&D (From R.O.W.; From TDSRS)

Contractor shall refer to the EPA document entitled Guidelines for Catastrophic Emergency Situations Involving Asbestos published by the USEPA, document number EPA 340/1-92-010, February 1992. Contractor shall adhere to protocols as per the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61. Contractor shall use the services of State licensed asbestos contractors. Known or suspect asbestos containing material (ACM) should be segregated from other debris and disposed of by a licensed asbestos contractor. ACM shall be disposed of in a landfill licensed to accept and dispose of ACM. Materials that could contain ACM and that should be segregated include, but are not limited to, the following: floor tiles, roofing shingles, linoleum, ceiling tiles, exterior shingles, concrete flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and/or wall texture, and stippled or blown on surfacing materials. Asbestos-containing waste shall be appropriately labeled and properly disposed of at a waste disposal facility authorized for disposal by the CTDEP, or if disposed of out-of-state at an authorized waste facility within that jurisdiction. Asbestos destined for a Connecticut disposal facility typically must first be authorized by the CTDEP through a special waste authorization letter.

D-3 Electronic Waste (E-waste) includes items such as stereos, televisions, VCRs, DVD players and computers and peripheral accessories, telephones, and other devices.

D-3.1 Electronic Waste (From R.O.W.; From TDSRS)

The Contractor shall collect E-waste from the public right-of-way and transport the waste to a TDSRS for final segregation for recycling and/or disposal. E-waste that is transported to the TDSRS shall be managed in accordance with Connecticut's Universal

Waste Rule as found in Section 22a-449 of the Regulations of Connecticut State Agencies. The Contractor shall load and transport E-waste that has been segregated at the TDSRS to a final recycling and/or disposal facility. E-waste leaving the TDSRS shall be managed as universal waste.

- D-4 Household Hazardous Waste (HHW) includes, but is not be limited to, items such as automobile fluids (used waste oil, antifreeze), batteries, paints and stains, cleansers, photo chemicals, lawn-care chemicals, unidentified liquids, household cleaners, and pesticides.

D-4.1 HHW Handling and Disposal (From R.O.W.; From TDSRS)

HHW is excluded from the definition of hazardous waste and therefore does not require the same collection or handling procedures as hazardous waste. While every effort will be made to have the local residents separate at curbside HHW from the other debris, if this does not occur, the crew(s) handling the normal debris removal process are required to separate any HHW to the extent possible or as needed during collection. Crew(s) shall be designated for removal of HHW material normally consisting of a truck and two individuals with the appropriate personal protective equipment (PPE). Each member of the crew shall be trained in accordance with EPA and OSHA requirements for handling HHW materials. The truck should be equipped with separate compartments, drums, or containers for the wastes. This will allow the crew to segregate the HHW items. However, depending on the ability to identify these wastes, they may be bulked or may have to be over-packed. The Contractor shall deliver HHW loads to a TDSRS or directly to a permitted HHW regional facility if available for use. Note that source segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method will be primary when collecting HHW.

The Contractor shall load and transport HHW (that has been separated and processed) at the TDSRS for final disposal and/or recycling at an approved and permitted site.

- D-5 Putrescent Municipal Solid Waste is considered as primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, cardboard, etc. which requires immediate disposal. There is the expectation that normal operations will resume for weekly garbage collection and these activities are outside this debris removal Contract.

D-5.1 Putrescent MSW (From R.O.W.; From TDSRS)

The Contractor, in their Assigned Debris Control Zone, shall collect and transport to a TDSRS and/or final disposal site, such as a permitted landfill or resources recovery facility, all refrigerator and freezer contents to be disposed of as a result of a loss in power resulting from the disaster event and damaged recyclables and that have been placed curbside.

Refrigerator and freezer contents that have been removed from refrigerators and freezers that have been brought to a TDSRS shall be loaded by the Contractor and transported to a permitted resources recovery facility or permitted landfill.

D-6 White Goods/Household Appliances are a category of scrap metal and include appliances such as stoves, refrigerators, freezers, dishwashers, washers, dryers, microwaves, air conditioners, other similar types of appliances.

D-6.1 Collection and Final Recycling/Disposal of White Goods
(From R.O.W.; From TDSRS)

The Contractor shall load and transport all FEMA eligible reimbursement white goods (Freon and non-Freon) that are placed in the right-of-way to a TDSRS or final recycling/disposal facility. Contractor shall load and transport from a TDSRS for final recycling and/or disposal all white goods only after removal of Freon has occurred. Only a contractor certified in accordance with 40 CFR Part 82 Section 150 through 166 shall remove chlorofluorocarbon liquid (CFC). White goods shall be brought to a scrap metal recycling facility.

D-6.2 Removal and Disposal of Freon (From TDSRS)

The Contractor shall remove and recover Freon from any white goods at the TDSRS or final recycling/disposal facility in accordance with all federal, state, and environmental and safety regulations and laws. The Contractor shall make some distinguishing mark on each white good indicating that the freon has been removed and recovered. The Contractor shall maintain all licenses to perform said work.

D-7 Aggregate consists of asphalt, brick, concrete

D-7.1 Aggregate – Clean (From R.O.W.; From TDSRS)

The Contractor shall load, haul, and dump broken brick, block, concrete, and asphalt to an aggregate recycling facility. The public shall be instructed to place aggregate materials in separate piles in the public right-of-way. The Contractor, in their Assigned Debris Control Zone, shall load, haul, and dump broken brick, block, concrete, and asphalt chunks to a TDSRS and/or a final disposal site.

D-7.2 Aggregate – Contaminated (From R.O.W.; From TDSRS)

Concrete or other aggregate that has been contaminated by an oil or chemical spill as a result of the disaster event shall be prepared for disposal with other contaminated construction and demolition materials.

D-8 Animal mortalities are defined as a significant loss of livestock, pets, and/or natural wildlife.

D-8.1 Animal Carcasses (From R.O.W.)

The Contractor shall collect all animal carcasses separately from the assigned debris control zone for transport to an authorized disposal facility in a timely manner. The primary methods of animal carcass disposal shall be burying, incineration, or composting. However, the Contractor shall first consult with State for a final determination on the appropriate disposal method for dead animal carcasses.

D-9 Soil, Silt, Sediment and Sand is defined as residuals deposited by receding flood waters which may include historical sediment from nearby water bodies, soil from yards, road and construction debris, and other material. The Contractor, in their assigned debris

control zone, shall remove and transport storm-deposited sand, silt, and soil from the public Right-of-Way, to be hauled to a TDSRS for processing to remove extraneous waste materials or existing CTDEP permitted soil/staging area. The Contractor shall load and transport sand (including sand removed from sand bags), silt, and soil from a TDSRS to a CTDEP permitted soil staging area or other approved site.

D-9.1 Soil, Silt, Sediment and Sand – Uncontaminated (From R.O.W.; From TDSRS)

This is material that has not been subjected to spills, floodwaters or has been determined through analytical testing to be not contaminated. This material could be transported to a staging area until final disposal or reuse has been determined.

D-9.2 Soil, Silt, Sediment and Sand – Contaminated: (From R.O.W.; From TDSRS)

As a result of certain conditions, some soils may exhibit visible or known traces of petroleum or chemical spills. These soils shall be excavated and placed in weather-tight containers, such as a covered and lined roll-off or inter-modal container. If these containers must be stored temporarily, they should be placed on an impervious surface, such as a concrete or asphalt parking lot for no more than 90 days. This material could be transported to a staging area until final disposal or reuse has been determined. If necessary analytical testing shall be performed to determine if the material can be reused or must be disposed. If it is evident that the spill is the result of an empty or leaking piece of equipment (e.g., electrical equipment or similar source) which has not been tested, some testing of the soil may be necessary to identify if PCBs are present. PCB containing materials must be sent to a Toxics Substance Control Act (TSCA) or hazardous waste landfill. If it contains PCB less than 50 parts per million (ppm), it can go to a subtitle D landfill with authorization from the CTDEP. Testing must be by EPA-approved method 8082. If material is contaminated by a piece of PCB equipment, the equipment must be addressed by containerizing the entire item, if small enough or by draining the remaining fluid into drums and disposing of both the fluid and empty machine carcass at TSCA disposal facilities out-of-state. Empty equipment that had contained fluid with less than 50 ppm, once drained, can be managed as scrap metal.

D-9.3 Contaminated Sandbags (From R.O.W.; from TDSRS)

The Contractor shall collect, transport, and dispose of all used sandbags as directed by the State. Sand bags shall be transported to a designated TDSRS for processing or existing CTDEP permitted soil staging area as directed by the State designated person.

D-10 Hazardous Waste includes materials like petroleum-contaminated media, chlorofluorocarbons (CFCs), and all other substances as defined in 40 CFR (Code of Federal Regulations) 261.3.

D-10.1 Hazardous Waste Handling and Disposal (From R.O.W.; From TDSRS)

This waste category shall also include bio-hazardous waste, or other contaminated waste. The methods of handling and transporting these wastes from the site are the responsibility of the Contractor. The Contractor shall work with Connecticut licensed Hazardous Waste Transporters and licensed Spill Response Contractors in hazardous waste clean-ups that shall include materials like petroleum-contaminated media, chlorofluorocarbons (CFCs), and all other substances as defined in 40 CFR (Code of Federal Regulations) 261.3. A hazardous waste release, once identified by private owners or State and local officials,

must be segregated from other disaster-generated waste, stored separately, and ultimately transported to a permitted commercial hazardous waste disposal facility. Generators (meaning any person, by site, whose act or process produces hazardous waste identified or listed in Part 261 of 40 CFR or whose act first causes a hazardous waste to become subject to regulation) will be permitted to use knowledge of the material to conclude that the material is hazardous waste without conducting a TCLP analysis. If hazardous or unknown materials such as lead, PCBs, solvents, pesticides, pool chemicals, industrial grade cleaning solutions, etc. are discovered during a demolition or cleanup, the materials should be staged separately and with secondary containment to collect leaks and prevent further mixing with other hazardous waste or incompatible chemicals. To the extent possible, the Contractor will assist with segregating the material from the rest of the demolition and cleanup. During a debris management crisis, owners will be responsible for notifying the CTDEP Emergency Response and Spill Prevention Division at (860) 424-3338.

- D-11 Scrap Metal refers to ferrous metals such as structural steel and steel framing members and non-ferrous metals such as wiring/conduit, plumbing (pipes and fixtures) and HVAC materials (ductwork, motors). White goods are considered as scrap metal, but are described separately.

D-11.1 Scrap metal (From R.O.W.; From TDSRS)

The Contractor shall segregate scrap metal in the public right-of-way and bring to a TDSRS or directly to a scrap metal processor located in the State. At the TDSRS, the processing of C&D debris will in most cases result in the separation of scrap metal. Scrap metal containing motors shall be drained of all liquids prior to transport to a disposal facility and managed appropriately. This scrap metal shall be loaded and transported to a scrap metal recycling facility, preferably in state. Revenues generated shall be accrued to the State.

D-12 Sunken Vessel Removal

D-12.1 Sunken Vessel Removal (From R.O.W.; From Aggregation Sites)

For water based salvage/removal operation of vessels not under the purview (non-navigable waters) of the United States Coast Guard or the United States Army Corps of Engineers, the Contractor shall have extensive/knowledge and experience in marine salvage and marine wreck removal. Contractor must show experience with numerous salvage wreck removal contracts and the ability to quickly mobilize specialized salvage equipment into position.

Contractor shall determine and set forth at the request of the State, the best approach method for removal of vessels in a marine environment. Contractor must be capable of providing salvage services to include re-floating, staging, and disposal of vessel as necessary. The Contractor shall factor the approach into the quoted price along with all the necessary items to complete Sunken Vessel removal. Marine based operations shall be priced per linear foot of unit.

D-13 Municipal Utilities and Non-Utility Entities Related Debris is defined as power transformers, utility poles, cable, and other utility company material.

D-13.1 The Public Utilities, such as electric utilities, are responsible to remove and dispose of all utility related debris according to their normal protocol. There are a limited number of municipal utilities (Bozrah, Groton, Norwalk, Norwich, and Wallingford) that are responsible for removal and disposal of all utility related debris. Non-utility private entities, such private companies like manufacturers or facilities such as schools, shopping centers, etc., are responsible to remove and dispose of all utility related debris. There can be an exception where a situation exists on private property that necessitates the State or its designated agent to correct or alleviate, as expeditiously as possible, serious disaster or emergency-related conditions which present continued threats to the health or welfare of the residents of the State. In all cases, management of this type of waste must be managed in accordance with applicable federal, State and local regulations. The Contractor shall consult with the State in such cases prior to any work being conducted.

D-14. Vehicle Removal from the Public Right-of-Way includes cars, trucks, motorcycles, and recreational vehicles.

D-14.1 Wrecker Services for Stray and Abandoned Vehicle (Towing) (From R.O.W.; From Aggregation Sites)

The Contractor shall be responsible for retaining wrecker services in managing abandoned and disabled motor vehicles; these vehicles are to be moved to the nearest pre-approved vehicle aggregation site. Connecticut's Department of Motor Vehicles licenses all towing firms pursuant to the State's General Statutes Section 14-66. The Contractor shall utilize these licensed towers and shall make all the financial arrangements with the towers that are hired as subcontractors.

The Contractor will coordinate with the State and shall adhere to State protocols on vehicle removals from the public Right-of-Way. The Contractor shall issue work orders to within 48 hours, containing all pertinent data supplied by the State, to the subcontracted licensed towers. The licensed towers arriving on the scene will be responsible for evaluating environmental and safety issues. Should the licensed tower find any major threats to health, safety or the environment, vehicle shall not be moved, and the State shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route. Recovered vehicles shall, within 24 hours, arrive at the site and be immediately inspected. The vehicles will be processed. The vehicles will be stored in a manner to allow ample access for inspection by the State to allow for retrieval and reclamation by vehicle owner when applicable and the Contractor when the holding period has expired and the vehicle is being removed for final dismantling, recycling and/or disposal.

D-15 Vessel Removal from the Public Right-of-Way is defined as recreational boats.

D-15.1 Recovery of Stray and/or Abandoned Vessels (From R.O.W.;

From Aggregation)

Contractor shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels from the Public Right-of-Way and waterways as directed by the State. Vessels that have been identified and cleared for recovery and towing from public lands by the State will be recovered within 72 hours of notification. Recovery will begin with identification of the vessel using GPS coordinates. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to towing, Contractor shall mitigate any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected; leaks shall be mitigated. Vessels will then be transported to the aggregation site safely and securely by Contractors towing vehicles, trailers, and equipment. Vessels will be processed at the aggregation sites.

E. Setting up, Managing Operations, and Site Closeout for: Temporary Debris Storage and Reduction Sites (TDSRS), Vehicle Aggregation Sites, and Vessel Aggregation Sites.

1. The Contractor shall establish TDSRS sites to include mobilization, build-out of site, operations at site, and demobilization.

1.1 Inspection Tower Construction

The Contractor shall construct an inspection tower for each TDSRS such that the monitor can easily look down into the truck bed to fully view the debris load, establishing a volume. Inspection towers shall be constructed using wood or equivalent structural steel members. The floor elevation of the tower shall be ten foot above the existing ground level elevation. The floor area shall be 8'x12', constructed of 2"x10" joists, 16" on center with ¾" plywood supported by four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½ inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a corrugated metal roof with 2' eaves all around, and shall be provided with a rain gutter to protect the access stairs from roof run-off. The roof joist shall not be spaced greater than 24" on center and shall provide a minimum of 7 ft. of headroom below these roof support joists. Access stairs shall be a minimum of 36" wide, and shall be provided with a 42" handrail with mid-rail on both sides of the stairs. Stair treads shall be provided with a non-slip surface for all weather access. Inspection towers shall include the construction of a worktable, 6'L x 30"W x 42"H with a ¾" plywood top supported at all four corners. The inspection tower shall be provided with a means to protect occupants against inclement weather (e.g. rain, wind, dust, etc.). Inspection towers shall be installed in the center of a 14' by 18' level pad, and shall be adequately anchored and braced to withstand a 45 mph wind load.

Inspection towers shall be supplied with adequate lighting and 120v power. A minimum of four duplex 120v receptacles shall be provided (two for the work table, and one on each adjacent wall) and shall be mounted 42" above finished floor. If a generator is used the Contractor will provide a 250 Watt (minimum) uninterruptible power supply. The generator shall be positioned a minimum of 50 feet from the inspection tower to reduce noise and exhaust emissions for tower occupants.

The Contractor may request to substitute prefabricated metal scaffold tower installations for the specified wood tower installations.

The Contractor may request to provide a mechanical lift with roof cover to be used in place of the constructed tower. Hauling operations will not be allowed into any TDSRS until an inspection tower is provided.

The Contractor shall provide and maintain portable restroom facilities at all TDSRS.

1.2 Compliance

The State or its Authorized Agent for compliance with this specification and applicable safety criteria will periodically inspect TDSRS, including inspection tower(s).

1.3 Operational Boundaries

The Contractor shall clearly define the different use areas at the TDSRSs. In establishing the operation boundaries, the Contractor may consider using earthen berms, temporary barriers, or any other physical restriction. The separation of all areas as listed below will need to be clearly defined and field delineated. As operations proceed, the lines may be moved to accommodate either growing demand for space or reducing in preparation for closure. This will aid traffic circulation and help keep debris amassing at the debris-staging site to a minimum. Common operational activities will include:

- Reduction in volume
- Recycling/sorting
- Tipping or unloading areas
- Loading areas for processed debris to go to its final disposition
- Drop-off areas for the general public (for debris such as green waste/vegetative debris, recycling, or C&D)
- Household hazardous waste storage
- Monitoring tower locations
- Equipment, fuel, and water storage

1.4 Household Hazardous Waste Containment Area.

The Contractor shall construct a hazardous material containment area at each TDSRS. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a non-permeable barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the ground area is required to prevent storm water from entering the containment area. The containment area shall have a non-permeable cover at all times. It is the Contractor's responsibility to be informed of all laws pertaining to the handling of hazardous materials. Site run-off must be redirected from the containment area by site grading.

1.5 Closure of TDSRS

The Contractor shall remove all equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the TDSRS to its original state prior to use. See Exhibit A9 entitled Close-out of TDSRS for more information with regard to closeout procedures and requirements.

2. The Contractor shall establish Vehicle Aggregation Sites which will include and mobilization, build-out of site, operations at site, and demobilization.

- 2.1 For the removal and recovery of abandoned and disabled vehicles within the public Right-of-Way, the Contractor, in their assigned debris control zone, shall include the following plan of action in the quoted price for the services related to the operation and management of the vehicle aggregation sites:

Contractor will work with the State to secure sites where vehicles can be stored until demobilization. Sites should be level, clean, dry and have a firm surface and be accessible by recovery and remediation vehicles and equipment. Each site should be evaluated and prepared with regard to issues of ingress and egress, highway access, neighborhood concerns and soil conditions.

During mobilization, Contractor will supply and transport all necessary supplies, equipment, materials, and personnel to the aggregation sites, and build out the improvements to the site required for storage and remediation operations. If necessary, Contractor will obtain clearance from underground or overhead utilities and from property owners and State and local entities for the aggregation locations.

2.2 Operation of the Aggregation Sites

These sites shall be secured with fencing and lighting as needed to secure according to applicable state regulations. Contractor must be prepared to operate the sites to receive vehicles up to twenty-four hours a day and up to seven days a week as required by the State. Vehicles will be stored in a manner to permit inspection by State authorities as required, or for reclamation by owners and/or their agents. Contractor shall also be prepared to provide his/her own 24-hour security if necessary.

2.3 Receipt of Vehicles

Each site will be equipped with a tower manned by both an independent monitor and one of the Contractor's representatives in order to record the receipt of each vehicle and maintain accurate records. The Contractor is responsible for creating and maintaining a computerized tracking system. As the vehicle is accepted at the tower, it shall be checked into the aggregation site using the vehicle Year, Make, Model, license Plate State and Number, Vehicle Identification Number, extent and type of damage, and its location on the lot by row number, column letter and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vehicle by authorities for purposes of the recovery operation. If the vehicles have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vehicle shall then be prepared and the condition of the vehicle and the processes that it goes through are then tracked. This ticket shall then become part of the pay documents for the recovery, preparation, and disposal. If necessary or required, Contractor shall mark the windshield of the vehicle with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vehicle through each step. Contractor shall work with a State DMV staff person as directed by the State EOC designated person for accessing the names and addresses of owners in the DMV records that correspond to the VINs that the Contractor has entered into the computerized tracking system.

2.4 Storage

The Contractor shall store vehicles in a manner that provides for ample access for inspection by State and/or municipal authorities and/or to allow for retrieval and reclamation by vehicle owner when applicable and the Contractor when the holding period, as determined by the State, has expired and the vehicle is being removed for final dismantling, recycling, and/or disposal.

2.5 Demobilization

Vehicles shall be discharged to appropriate entities for disposal, recycling, or other appropriation as directed by the terms of the contract, after clearance through applicable protocols, and after documentation in the vehicle record previously described. Once all vehicles are removed, Contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. Contractor shall dispose of all solid waste and debris in a permitted disposal facility or landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Contractor shall refer to Exhibit A9 entitled Close-out of TDSRS for closeout criteria and guidance.

3. The Contractor shall establish Vessel Aggregation Sites to include mobilization, build-out of site, operations at site, and demobilization.

- 3.1 For the removal and recovery of abandoned vessels within the public Right of-Way and not covered under the USCG or the USACE, the Contractor, in their assigned debris control zone, shall include a plan of action in the quoted price for the services related to the operation and management of the vessel aggregation sites.

3.2 Mobilization

During mobilization, Contractor shall supply and transport all necessary supplies, equipment, materials, and personnel to the vessel aggregation sites, and build out the improvements to the site required for storage operations. Contractor will obtain clearance from underground or overhead utilities and from property owners and State entities for the aggregation location. Contractor and/or its subs must have recovery equipment and vehicles prepared to mobilize upon the first notification to recover vessels.

3.3 Operation of the Aggregation Sites

These sites shall be fenced, lighted and secured. Contractor shall be prepared to operate each site to accept vessels up to twenty-four (24) hours a day and up to seven days a week as required by the State for access and inspection. Vessels will be stored in a manner to permit inspection by State and/or municipal authorities or for reclamation by owners. Sites shall be centrally located to the areas containing the greatest proportion of damaged and abandoned vessels.

3.4 Receipt of Vessels

Each site will be equipped with a receiving area manned by both an independent monitor and the Contractor's representative for recording the receipt of each vessel and maintaining accurate records. As the vessel is accepted at the receiving area, the vessel will be checked into the aggregation site with a record of the vessel recovery location, description, registration number, extent and type of damage, and its location on the lot by row number, column letter, and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vessel by State or municipal authorities for purposes of the recovery operation. If the vessels have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vessel shall then be prepared and the condition of the vessel and the processes that it goes through are then tracked. If necessary or required, Contractor shall typically mark the topside, bow, stern, and/or deck of the vessel with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vessel through each step.

3.5 Storage

Vessels introduced into the aggregation site will be stored at the site in a fenced, lighted, and secure environment. Vessels will be staged, tagged, and marked for easy retrieval and inspection. Vessels will be stored in locations identifiable by row, column number, letter, and/or by GPS coordinates. Location identifiers shall be keyed to the vessel records in the site's tracking database. Boats shall be segregated by type and size and trailers shall be segregated from boats. Vessels shall be stored in a manner to allow ample access for inspection by State and municipal authorities and/or to allow for retrieval and reclamation by vessel owner when applicable and the Contractor when the holding period has expired, as determined by the State, and the vessel is being removed for final dismantling, recycling, and/or disposal.

3.6 Demobilization

Once all vessels are removed, Contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. Contractor shall dispose of all trash and debris in a permitted disposal facility of landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Contractor shall refer to Exhibit A9 entitled Close-out of TDSRS for closeout criteria and guidance.

IV. Contractor Service Deliverables

The following are service deliverables to be provided by the contractor.

AshBritt, Inc. Project Management & Technical Approach

As addressed in the preceding sections, AshBritt will deploy a Project Management Team(s) (PMT) to the State of Connecticut that is commensurate with the severity and magnitude of the disaster event. Disaster debris stream quantities and makeup and overall post-disaster conditions will *always* vary. AshBritt will respond specifically and proportionately to any recovery with the appropriate personnel, organizational structure, equipment assets, communications structure, resources, and systematic plans of execution.

For a large-scale recovery operation, AshBritt will deploy a broad, mostly specialized PMT to handle the complexity of an expanded recovery mission. For smaller events, when the recovery response is generally limited to the collection of vegetative debris, AshBritt will deploy a smaller PMT. During smaller event recoveries, the Task Project Manager will assume a greater share of responsibilities. Further, any deployed PMT will likely expand and contract over the course of the recovery, smoothly transitioning to achieve the optimal level of personnel. AshBritt specifically assures the State of Connecticut that the management deployed for *any* recovery in the State will be dedicated and sufficient to design the best *Management and Operations Plan* to meet the State's needs.

The following standards, at a minimum, will be upheld for any recovery efforts in which AshBritt may be called upon to assist the State:

- ***Rapid Deployment & Accessibility.*** The quantity and quality of resources deployed to the State, as well as the speed of deployment of these will meet or exceed AshBritt's commitment to the State. AshBritt will make a full and concerted effort to effect an expeditious, safe and cost-effective recovery. Additionally, our senior management will be available 24/7 throughout the course of the project via various communication channels.
- ***Common Framework.*** As a known part of a larger effort and mutual aid response, best practices of cooperation, clear communication, collaboration, accountability and efficient use of shared and owned resources will be followed. Flexibility, visibility, and accessibility will be maintained.
- ***Project Responsibility.*** AshBritt senior management, whether a large or small team is deployed, will have full responsibility and the authority to direct all subcontractors and teaming partners who are involved in the recovery efforts. Management will be solely responsible for all means, methods, operations, safety matters and other project procedures over AshBritt and all subcontractors.
- ***Regulatory Compliance.*** All activities related to every aspect of the recovery operation will be conducted according to FEMA, federal, state, and local laws, regulations and guidelines. Any deviation from the guidelines, whether through negligence or willful intent, will be addressed and adjudicated immediately and decisively, as well as reported completely and in a timely manner.
- ***Self Sufficiency.*** AshBritt staff and subcontractors will maintain self-sufficiency with regards to housing, sanitation, food and lodging, as well as equipment safety,

maintenance, repair and fuel by means that are consistent with local requirements and with common sense to minimize adverse affects and further disruption in the State.

- ***Timely and Accurate Reporting.*** Daily, weekly or other cumulative reporting, accounting and attendant reconciliations will satisfy the State's standards. The best available support technology and systems will be used. And all data, documentation, and invoices will be timely, accurate and audit quality. Transparency of the documentation and reporting process through full client access to our Debris Information Management System (DIMS).
- ***Financial Control & Integrity.*** AshBritt via the employment of our SOPs and plans, and the administration and enforcement of such by our PMT, will ensure the most efficacious and cost-effective means of recovery performance. Further, will rapidly and accurately compensate subcontractors during the outset of any disaster event.
- ***Qualified Technical Assistance.*** Guidance offered by the *Technical Assistance Team* will be timely, consistent, thorough, and accurate, resulting in the full realization and reimbursement of all eligible claims in the shortest possible time frame. The *Team* will participate to the greatest extent allowable by the State and by federal and local authorities to offer the greatest support and assistance throughout the funding process, while at the same time maintaining the highest level of neutrality and integrity.
- ***Safety & Health.*** Operational safety, health and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed. All PMT members and all AshBritt personnel, not just our Safety Manager, will be empowered to address any potential unsafe conditions or actions. Immediate and swift action will be taken to correct any safety deficiency, while maintaining the utmost respect for all members of our workforce. Safety of citizens will be considered paramount.
- ***Deficiency Response.*** Project deficiencies (public or private collateral damage) will be posted, tracked, and reported in a timely manner to the State. Reports will fully describe the deficiency, supply evidence of a 24 hour response, of the conflict resolution, and of the corrective action to prevent future occurrences. Releases of repair or monetary settlements will be supplied to the State representative in a timely fashion.
- ***Project Organization.*** The recovery will proceed in accordance with a flexible, modular, coordinated and objective plan of action that can be easily adjusted or scaled to accommodate an ever-changing recovery environment and mission. Operations, to the greatest extent practicable, will be efficient, unified, and cost-effective, meeting the full and utter approval of the State. And deviations from the State's expectations or standards will be corrected in the shortest time possible.

Site Quality Control & Assurance Overview

AshBritt will provide a team of Quality Control Supervisors (QA/QCs) to monitor the overall safety and quality of the operations in the affected work area (debris collection zones, temporary disposal sites, and other public or private property, as applicable). QA/QCs will enforce FEMA

guidelines for debris eligibility, safety, project work rules, compliance with applicable laws, and timely follow-up to homeowner complaints and concerns, as well as specific State or jurisdictional requests.

QA/QCs will assist in overseeing staging areas, crew certification and coordination, collection zones and crew navigation, and in enforcing our “clean as you go”, traffic control and debris security policies, as well as safety and environmental plans. AshBritt will conduct random equipment and vehicle inspections and toolbox safety meetings in the field, enforcing work hours and zone collection boundaries and ensure necessary corrective actions. AshBritt will coordinate field operations with “other” contractors. And will oversee all damage reports and settlements. QA/QCs will monitor and report any threats to public health and safety, and track the overall progress of the cleanup, ensuring our collection passes are carried out as efficiently and safely as possible.

Subcontractors will be held accountable for repairing all collateral damages (both public and private) as a result of any negligence or accidents while carrying out the recovery. Subcontractors will be encouraged to take due care when conducting cleanup operations.

QA/QCs will contact the person(s) making claims regarding damages within 24 hours of receiving said claim. Our QA/QC Compliance Manager will track all damage claims (deficiencies) utilizing advanced recovery tracking program, ensuring that proper follow-through is conducted with incidents that warrant prolonged attention. AshBritt will repair all damages expeditiously (generally, within 30 days) indemnifying the State, applicable jurisdiction, and AshBritt from future actions associated with the claim. A *Deficiency Tracking Report* and copies of any executed releases will be provided to State and jurisdiction representatives on a weekly basis and at the end of the project for appropriate closeout.

AshBritt will ensure that all surface damage, such as rutting and pavement damage attributed to our subcontractors, we be filled to grade with like material and repaired to pre-damage conditions. AshBritt will investigate and repair all damage caused by equipment to existing grade, road shoulders, sidewalks, drainage, structures, trees, shrubs, grassed areas, landscaped and other improved property, et cetera. All crews and field personnel are mandated to preserve and protect, to the best of their abilities, all existing structures, infrastructures, vegetation on or adjacent to the area of work (curbside or otherwise). AshBritt will repair or replace with like materials all damaged mailboxes on the same day that the damage occurs, to the best of it’s abilities. QA/QCs through field supervisory vigilance will ensure to the best of their abilities that all staff and subcontractors providing service to the State will adhere to AshBritt’s high standards of operations.

Safety, Quality & Environmental Control Overview

AshBritt will conduct work with the highest levels of safety, quality and environmental stewardship. AshBritt will enforce comprehensive *Health & Safety, Quality Control* and *Environmental Control Plans*.

Best safety practices and individual responsibility will provide for safe work practices; accident prevention education; safe-certification of all operating equipment and follow-up inspections; debris transportation supervision by our QA/QCs to prevent over-loading and falling debris; traffic control to include flag-persons and traffic maintenance devices to protect vehicular and pedestrian traffic; site security, fire protection and air monitoring; hazard identification and

mitigation; activity hazard analyses for operational tasks; respiratory protection procedures; accident investigation and reporting; noise mitigation; and emergency response actions.

AshBritt will implement vital environmental and infrastructure protection measures and pollution controls, such as: procurement of all environmental, materials handling and land-use permits and licenses, and dissemination of regulatory updates; protection and preservation of the surrounding ecosystem and natural habitats, to include surface and ground water considerations, air quality and soil control, sampling and testing, fish, wildlife and wilderness area protection, trees and botanical habitat and ground cover concerns, historic and archaeological designated areas identification and preservation, as well as noise and odor pollution and aesthetic concerns. Environmental impacts of collection activities are considered for prevention of further damage to infrastructure and for the handling and containment of hazardous materials and for the mitigation of any releases of handled hazardous materials, as well as for the control of vegetative debris containment.

Impacts of site selection, construction and reduction methods will be considered, including: proximity to occupied dwellings and safety buffer zone availability; location and distance from water bodies, such as rivers, lakes, streams or wetlands; accessibility and closeness of obstructions and power lines; presence of on site underground utilities or storage tanks; stability of soil strata and erosion and sedimentation control, as well as hauling traffic impacts on such.

Local effects of various methods of debris processing and handling will be evaluated, such as: air curtain incineration and open burning impacts (with attendant testing and disposition of ash), grinding impacts (with attendant considerations of noise, dust, particulate matter, disposition and beneficial use), storage, decontamination and recovery of white goods (i.e., refrigerant containing appliances that require special handling) and recycling of such, household hazardous waste storage, containment and approved disposal, hazardous materials containment, storage, remediation and approved disposal.

Site restoration and closure and all attendant soil and ash testing will be undertaken under Federal and State environmental guidelines to ensure no environmental contamination is left on sites. Any remediation and monitoring will be coordinated with State and/or Federal environmental protection agencies, as required and applicable. AshBritt management and staff specialist, through constant communication, referral, research and education, stay apprised of current Environmental Protection Agency (EPA) and Connecticut Department of Environmental Protection (CTDEP) mandates, specific guidelines, rules and laws as they relate to disaster recovery and debris management.

Documentation and Reporting Overview

Proper and efficient documentation and reporting of recovery activities will be provided. Load tickets will be administered and completed by State representatives or monitoring personnel to maintain the integrity of the process and follow recommended FEMA guidance.

The State may choose to use AshBritt's comprehensive *Truck Certification Form*. In addition to documenting the critical hauler information, the form will be used as the first tier safety certification document. By requiring both an AshBritt representative signature and a State representative signature, the validity of all data is supported. When a truck is certified, the pre-defined Truck Measurement Record number, as well as the measured load hauling capacity is

transcribed onto a vinyl placard affixed to the driver's side of the hauling vehicle (or both sides, as applicable). Truck Measurement Records are multi-part forms that are distributed to the State and/or their designated monitoring contractor. The truck driver will secure a copy and AshBritt will collect and scans all truck records daily; the data will be transcribed electronically into a Debris Information Management System (DIMS) and compiled into electronic logbooks (for rapid batch downloading). The hard copies will be maintained sequentially in logbooks. Hard copies are also duplicated and kept in a separate log and location as backup. Each vehicle that is certified is also recorded manually on daily master logs; each truck record is assigned a unique identification number.

As debris is loaded at right-of-way worksites, monitors record all salient information onto load tickets, including the location, truck number, load hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities are verified and "scored" or "called" by tower monitors at temporary debris sites or final destination sites. AshBritt will provide QA/QC tower personnel with truck capacity logs to verify the certified load hauling capacity, so to prevent any fraudulent activity.

Once the official call is transcribed onto the "open" load ticket and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed to the truck driver, to the monitoring personnel (two copies, State and Monitoring Firm) and to an AshBritt representative. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied. An AshBritt representative relays load tickets collected at site towers several times per day.

All recorded load tickets are immediately scanned at our established data processing center and placed in queue to be input into our data management system. Before scanning, tickets are manually quality checked and batched by contract and work class (i.e., State, ConnDOT, ROW, Stump, Outhaul, etc.). Before ticket data is entered into our system it is quality checked again, so should a ticket stray into an improper batch it can be bounced electronically into a quality control "indicator/hold" bin. From there our Data Manager or Data Quality Control staff can route it to the proper location. Data is then quality checked a third time (or more), as each of our subcontractor invoices are reconciled and approved through a data management system. Each billed ticket, by category, is matched and checked against the data input into the system. System rules or controls are put in place to ensure load tickets are not duplicated or otherwise tainted within our system.

Variance reports are generated and corrections will be made on either side to ensure proper data entry and subsequent payments. To assist subcontractors AshBritt will supply paper or electronic invoices that correspond to the system.

All other forms used by AshBritt during the recovery process will be in accordance with current FEMA requirements under the Public Assistance Program. All recovery documents will be scanned, stored and backed-up during projects. All data will be transcribed into DIMS from which myriad status reports will be generated and from which all electronic files can be easily filtered and batch downloaded for backup, reconciliation and auditing purposes. Originals will also be securely maintained.

Please note this process will be significantly modified should AshBritt (or the State's designated monitoring contractor) implement an Automated Debris Management System.

Community Relations Overview

AshBritt will assist the State of Connecticut with the public relations challenges that occur after a disaster event to include providing formulation of strategies with regard to public information and announcements, public appearances, commission meetings, and briefings.

AshBritt will assist in developing a public information program if requested. Providing vital information will be disseminated to includes: proper public debris placement and segregation, work and debris pickup schedules, citizen drop-off site locations (parks, fields, etc.), and established hotline numbers for reporting damages and public safety hazards, and for requesting special pickups.

AshBritt, Inc. Operations & Technical Approach

Response Mobilization

AshBritt will respond to natural disaster threats in the following tiered methodology. Changes in the level of response and activation are contingent to and ordered according to alerts and new updates regarding the monitored event at hand. As information becomes more certain and specific, our response and recovery planning and activities become more direct and concrete.

Following are summary descriptions of tiered responses as they would relate to our mobilization for the State of Connecticut:

Tier One activation is a response to an anticipated event, such as an approaching hurricane, that is over 1,000 nautical miles, or approximately three days, from landfall with a projected path that could impact the State of Connecticut. At Tier One activation, the following actions are taken:

- The AshBritt Operations Manager (OM) will contact the designated State EOC representative (SR) to discuss current emergency planning, potential evacuations, special needs, and to confirm emergency phone contacts.
- Initiate Tier One telephone cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) (DRT) members, personnel reservists, technical compliance personnel and subcontractor partners.
- The initial response resource plan is devised based on storm wind speeds, projected tides, and projected path.
- Stock levels of necessary disaster operation supplies are verified.
- Equipment inventory by domicile location is reviewed.

Tier Two activation is the response to a predictable disaster event such as a hurricane, 500 nautical miles, or approximately thirty hours, from landfall. At Tier Two activation the following actions are taken:

- AshBritt OM will contact the SR to discuss current emergency planning, plans for conducting initial damage assessment, special needs, and the location of the State Interagency Debris Planning Team (IDPT) meeting.
- Initiate Tier Two telephone cascade down the chain of command to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, and subcontractors. All are directed to prepare for a 24 hour post event response.
- Local lodging contracts activated.
- Local subcontractors activated.
- Equipment transportation permits ordered.
- Equipment staging areas in safe zones with close proximity to the disaster area are confirmed.

Tier Three activation is in response to a known disaster event or a request for immediate assistance. AshBritt has been issued a task order by the SR to mobilize and is thereby at full operational status. At Tier Three activation the following actions are taken:

- Initiate Tier Three telephone cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists,

technical compliance personnel, and subcontractors. Selected elements, as needed, are ordered to begin an immediate deployment.

- AshBritt Pre-Execution Planning Team deploys to meet with the State Interagency Debris Planning Team.
- AshBritt Disaster Response Team(s) deploy to the scene.
- Prepare, present, and recommend as requested for development of the Management & Operations Plan.
- Equipment dispatched as indicated by the approved Management & Operations Plan.
- Initial emergency push begins by AshBritt company resources and local AshBritt subcontractors. The objective of the initial push is to remove debris and obstructions from primary roadways so as to allow for emergency vehicular traffic. Debris is cut to a manageable size and stacked on the rights-of-way for subsequent collection. Debris removal operations will begin with the identification of State/IDPT designated debris dumpsites.

The requirements or requests of the DRT will take priority over all other operations in which AshBritt may be engaged. The senior team member of the DRT is empowered to make decisions necessary to ensure an effective recovery operation.

The prompt and efficient deployment of personnel and equipment resources to the disaster scene will be accomplished under the following timeframes:

- 25% of crews, equipment, and resources within 24 hours of task order.
- 50% of crews, equipment, and resources within 48 hours of task order.
- 75% of crews, equipment, and resources within 72 hours of task order.
(Including special permit and oversize equipment)
- 100% of crews, equipment and resources within 96 hours of task order.
- If necessary, crew deployment levels can be doubled every 48 hours.

Please refer to our *General Template for Initial Mobilization and Response Plan*.

Geographic Area Management

The State/IDPT shall be responsible for defining the boundaries of the geographic working area—State jurisdictions. This shall be defined in the task order by identifying the municipality or agency and the respective area of jurisdiction. If changes in the operational boundaries are required, the State will be responsible for providing the updates in writing.

AshBritt's approach to management within the defined working area will remain consistent regardless of the response area. The general process of separating a task order area of operation into smaller divisions for the purposes of managing recovery operations defines geographic area management.

Sectoring

After the initial damage assessment, the AshBritt Task Project Manager (TPM) will coordinate with the State representative to divide the recovery area into sectors. Ideally, sectors would be a division of a task order area of operation. As an example, if a task order was issued for a county, a sector may be an incorporated town within that county. Sectors may be further divided into

zones-using a grid system that incorporates neighborhoods, major thoroughfares, waterways, and other natural boundaries within the task area.

In most cases, zone size should be inversely proportionate to the residential household density or population density. This will create, in essence, large zones in rural areas, medium zones in semi-urban areas, and small zones in urban areas. Zones will be designed to split the debris area into manageable pieces that will generate approximately the same amount of cubic yards. The intent of this approach is to provide steady production levels and avoid peaks and troughs that would negatively impact the recovery effort by having to constantly expand and contract the amount of crews, quality control representatives (CQCs), and State representatives operating in the field.

Zones will also be arranged in such a manner to provide for short hauling distances from all areas. They may be further divided for the purpose of adding additional crews into the area. This process will typically occur if the debris stream increases in a particular area, or as additional crews become available by the close out of other zones.

Sector maps will be generated using a professional GIS application (as requested). These maps, which will be wide-area to detailed representations (street-level) of the zones, will be produced and distributed to all AshBritt quality control personnel, subcontractor crews, State management and field supervisory personnel to ensure systematic and methodical planning and efficient debris removal operations. Examples of wide-area zone and sector maps are included at the end of this section.

Sector Managers

The AshBritt CQC Sector Manager also referred to as the Task QC Manager will have responsibility over all CQC activities within a defined sector and report to the CQC Area Manager or Asst. Area Manager. In addition to the details of duties discussed in Sections 3a and 3f and, Sector Managers will be responsible for continually collecting survey information, not only from their own observations, but from all available sources including joint surveys with State representatives, other CQC Site Managers, or state and local representatives.

They will be capable of utilizing enhanced management tools to assist in planning and implementation efforts. Integration of sector and zone maps with our debris tracking system will provide the managers a visual representation in near real time of daily progress or progress over a pre-selected date range. By analyzing this survey information of the type (vegetative, C&D, HHW, etc.) and concentration (high, medium, or low) of debris in their area of operation, Sector Managers will be able to develop a geographic management plan that encompasses the quantity of crews required, the type of crews required, where to effectively position crews, and the optimal collection routes to run. This plan will be updated based on survey information, priority areas designated by State representatives that may have been identified to them by jurisdictional representatives, or a combination thereof.

As the recovery effort progresses, Sector Managers will review and track the daily progress of work to ensure adherence to the developed geographic management plan. They will be proficient in making immediate adjustments in the field to prevent any delays or increase productivity. Our tracking systems have the ability to generate template crew reports that can be referenced to ensure production requirements are being met or if modifications need to be made. With this information they will be able to preplan for the next days work and develop more long term work

plans. The Task Project Manager (or CQC Area Manager) will review each of the Sector Manager's plans and make any alterations necessary for the most efficient response for the task order area.

All of AshBritt Sector Managers are able to draw from their previous experiences in sector management. Furthermore, our past experience in working with our many clients, including the State, has vastly helped us to understand that team building is not only vital to the success of recovery missions overall, but an important and integral part of geographic management.

Sector Managers will be engaged with their State counterparts on a daily basis to discuss successes and failures of operations within each sector. It is essential that communications occur at this operational level, especially when finalizing areas for closeout, the final duty of the Sector Manager. An ROW Closeout Plan will be developed based on joint surveys conducted by Sector Managers and their State counterparts, and may include any number of State or local authorities.

Number of Crews in Each Sector

Sector Managers will have authority to coordinate and position crews in each of the zones that make up their respective sector. Taking into account crew composition, as discussed below, crews will be assigned to a specific zone within a sector. Initially, a sufficient amount of crews will be assigned to each zone with the intention of having all zones completed at the same time. They will complete one pass through the entire zone, hewing to our "clean as you go" protocols. This will be verified by a QC Site Manager prior to beginning a second pass or being reassigned to a new zone. Eligible debris placed in the right-of-way of a street or area in which a crew has already performed collection operations, shall be considered debris for the next pass. As zones are completed crews will be reassigned to other zones.

Multiple Crew compositions are acceptable:

- Grapple truck (1)
- Grapple truck (1), skid steer loader (1)
- Knuckle boom loader (1), dump trucks (3-5)*
- Front End Loader (1), end dumps (3-5)*
- Tracked Excavator (1), end dumps (3-5)*

*Depending on haul distances and truck capacity.

Each of these configurations may be considered a "crew". Crews will be accompanied by appropriate traffic control personnel and devices (i.e., flagmen, cones, signage, PPE) as necessary and required.

The number of crews in each sector shall be determined by the contractor utilizing the following considerations:

- Type of debris in the sector (vegetative, white goods, stumps, HHW, leaners and hangers).
- Concentration of debris (sectors with heavier debris will require more crews).
- Haul distance (further haul distances may require more crews to ensure production levels).

Haul Destination from Each Sector

A major influence on debris collection production levels is haul distance. Loads from each sector should be delivered to the closest site available to receive the particular debris type being hauled. On previous events that AshBritt has performed debris collection, statistics have shown that the availability to utilize short hauls distances of less than 15 miles is directly proportional the percentage of vegetative debris to all debris collected during an event.

Collection Crew and Segregation Crew Composition

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

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

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

Towed Knuckle-boom Loaders are converted logging equipment and are very effective in handling whole trees, C&D, and heavy materials. They are towed by a tractor and used to load trailers for the transport of debris. Rubber Tire Front End Loaders are effective at loading C&D, mixed debris, silt and sand into transport trailers. Owing to the versatility and mobility of the Self-loading Grapple Truck, AshBritt maintains a fleet of more than fifty (50) company-owned or contracted trucks, which are available for immediate deployment. Having significant dedicated first response resources allows AshBritt to ensure that the State of Connecticut can expect an immediate deployment of appropriate equipment whenever and wherever they are needed.

The typical crew composition as detailed below offers the highest degree of professionalism,

safety, and efficiency available in the emergency services industry.

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

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

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

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

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

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

Curbside segregation of debris is required prior to debris removal when not previously accomplished by property owners. Typical segregation categories include household garbage, construction debris, vegetative debris, household hazardous wastes, white goods, and electronics. The typical Debris Segregation Crew (DSC) and equipment is comprised of:

- 1 Supervisor (with proper safety gear)
- 3 Laborers (with proper safety gear)
- 1 Skid Steer Loader with grapple (rubber tired)

Debris Loading

To safely and efficiently remove and collect eligible storm generated debris from public property and public rights-of-way, AshBritt employs the following protocols and processes for efficient recovery operations:

Collection Equipment

Trucks and trailers used for debris collection will be inspected for safety prior to being certified.

Repair of any safety deficiencies are required prior to certification and assignment. Trucks and trailers are required to have tailgates that secure the load and prevent debris from falling from the vehicle during transport.

Truck Measurements and Signage

Truck measurements will be measured by State representatives (monitoring contractor) at a location approved by the SR. Measurements of the height, width, and length of the truck or trailer bed are taken and recorded. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards will be constructed of 2" by 6" boards or greater and will not extend more than two feet above the metal bedsides and are subject to approval by the SR. Metal sideboards may also be accepted. All sideboards are subject to approval by the SR.

If a truck either adds or subtracts sideboards the vehicle *must* be re-measured and a new truck number issued. The old truck number will be permanently retired. Once the truck(s) are rated by the SR, the Mission Compliance Manager will be responsible to report any adjustments of the sideboards to State representatives. Extensions are subject to acceptance or rejection by the SR's representative. Truck loading will comply with local Connecticut Department of Transportation (ConnDOT) rules and regulations including weight limitations and the tarping/covering of truckloads.

Detailed information regarding each vehicle is recorded on the Truck Certification Form. Each entry will be initialed by the QA and CQC field personnel indicating their participation and agreement with the process and results.

The minimum information recorded on the *Truck Measurement Form* will include:

1. Trailer number as assigned for the current project by AshBritt
2. License plate number of the haul vehicle
3. Operating company (either AshBritt or a subcontractor).
4. Type of work the truck/trailer will be performing
5. Name of the driver of the vehicle.
6. Measurements in feet of the height, width, and length of the truck or trailer bed. For accuracy partial feet are converted to decimals
7. Volume capacity in cubic yards of the truck or trailer bed
8. Initial of the Field Monitor (or SR) and CQC representative

Trucks or other equipment designated for use under this contract for the purpose of transporting debris will be equipped with two signs (placards), one attached to each side. Signs will be provided by the Contractor. Signs will be a minimum of 12" X 16", be approved by the SR, and will prominently display the following information:

- | | |
|--------------------------|--|
| ■ Prime contractor name. | ■ Cubic yard capacity and tare weight. |
| ■ Subcontractor name. | ■ Name of inspector and inspection |
| ■ Truck number. | date. |

The capacity is recorded in indelible red ink and the remaining information written in indelible

black ink.

A series of digital photos of the truck or trailer are taken prominently displaying the State sign and capacity. The *Truck Measurement Form*, the digital photos and other appropriate support documentation are combined in a notebook to create the *Master Truck Record*. The original is maintained in AshBritt's field office with a copy provided to the State and the State inspection tower inspectors. The tower inspectors should compare the information in the *Master Truck Record* to the truck number and capacity as posted on the truck or trailer to ensure accuracy.

AshBritt does not accept hand-loading of trucks and trailers as an approved procedure as it creates opportunities for load "irregularities" and hand-loading crews rarely carry appropriate commercial insurance, workers compensation, and licensing necessary to meet AshBritt's subcontractor guidelines.

Debris Eligibility

Debris Management Guide - FEMA Publication 325 outlines the criteria for determination of debris eligibility. FEMA may also determine specific eligibility rules for the mission. In general, all storm generated debris on public property or public rights-of-way, including debris that has been placed on the rights-of-way by citizens is eligible for collection. Debris stream materials will include:

- | | |
|--|--------------------|
| ■ Vegetative Materials (brush, limbs, logs, trees) | ■ Lumber |
| ■ Drywall | ■ Furnishings |
| ■ Carpet | ■ White Goods |
| ■ Roofing Materials | ■ Electronic Waste |
| | ■ C&D Materials |

Crew Assignments & Responsibilities

Please refer to the *Geographic Area Management* discussion above.

Collection Process

Collection crews will systematically traverse the streets within their assigned area and collect eligible debris from the rights-of-way. Crews are instructed with regard to the following guidelines:

- Operators will perform an inspection of their vehicles and equipment prior to starting work each day. Operators will record the inspection on an inspection form. The form must remain in the vehicle at all times and be produced upon demand by AshBritt management or any government authority.
- Crew foremen will verify that all personnel on the crew are in PPE appropriate to their scheduled duties
- Crews will position appropriate traffic control personnel and devices as directed.
- Collection activities will normally begin on the street and at the point that they were concluded the previous day.

- Crews will collect debris only from the rights-of-way taking care to protect as practicable as possible the existing infrastructure.
- Crews will collect all debris and will make a reasonable effort not to commingle vegetative and C&D or mixed debris. White goods should be segregated and left for separate collection.
- Crews will collect all large debris on each pass and will leave the work area with only small debris remaining. Small debris is defined as debris that can only be collected by hand or with hand tools.
- Crews are instructed to schedule collections around schools on the weekend if possible and avoid areas around schools Mon-Fri between the hours of 7:00 to 9:30 AM and 1:30 to 3:00 PM.
- Care will be taken to ensure that debris does not hang over the vehicle sides or extend more than 24 inches above the sides. Any such debris will be trimmed or removed prior to leaving the loading area.
- Debris weight distribution will be maintained during the loading process.
- When warranted by the debris stream, white goods crews may be deployed for the specific task of collecting all eligible white good debris.

Private Contract Work

All crews are prohibited from soliciting or accepting offers of private work to be performed in the designated work area during the period of this contract from citizens or others. Under no circumstances will crews mix debris hauled for others with debris hauled under this contract. Any crews found to be working for anyone other than AshBritt during the term of the contract will be immediately terminated and a written deficiency report provided to the State.

Debris Hauling

To safely and efficiently transport debris from the loading site to the temporary or permanent disposal site, off load the debris and return to the debris loading site, AshBritt utilizes the following process:

Rules of the Road

Drivers are expected to abide by the rules of the road as follows:

- Ensure that debris is not hanging over the vehicle/trailer sides and does not extend more than 24" above the load prior to leaving the loading site.
- Obey all traffic rules, posted and non-posted speed limits.
- Wear seat belts at all times.
- Follow routes that avoid schools and other congested areas.
- Use turn signals.
- Use headlights in any low light environment.
- Avoid interstate highways if possible when transporting debris.
- Use extreme caution when entering and exiting the dumpsite, especially when merging with traffic.

DOT Temporary Orders

Historically, State DOT regulations are lifted or modified to allow for an expeditious response for equipment to be mobilized into an affected area.

- If permit requirements have been lifted for vehicles participating in the recovery effort, review to ensure compliance with emergency temporary orders (i.e., tarping of loads, oversize signs, markings, flags, escorts)
- Insurance and safety requirements may NOT have been waived.
- Verify Maximum gross vehicle weight limit for vehicles with 5 weight bearing axles.
- Verify Maximum gross vehicle weight limit for vehicles with 4 weight bearing axles.
- Verify max Height/Width limit extensions.
- Verify DOT contact at the Permit Division for routing instructions.

Dumpsite Procedures

- Reduce speed to 10 MPH while at the dumpsite.
- Obey all signs and traffic control personnel.
- Approach the tower with caution.
- Stay in the vehicle except when opening/closing tailgate and/or operating boom.
- Avoid other traffic in the off-load area.
- Ensure that vehicle is on flat ground (+/- 5 degrees) and brake is engaged prior to raising the dump bed or operating the boom.
- Do not exit vehicle with dump bed raised.
- Ensure that dump bed is lowered, tailgate is closed and/or boom is secured before exiting the off-load area.
- Follow signs to exit dumpsite.
- Approach the exit tower with caution.

Debris Reduction

To safely and efficiently reduce vegetative, C&D and mixed debris through a combination of grinding, compaction, and/or incineration, AshBritt will utilize the following process for efficient recovery operations. The storage area and processing area for the debris reduction operation will be approved by the State based upon the site opportunities and constraints. AshBritt will not use any proposed temporary debris storage and reduction (TDSR) sites and final disposal sites without prior approval by the SR. The size of the debris pile allowed at the designated location will be specified prior to the start of debris reduction.

Debris Reduction Equipment

The TDSR site size and the volume of incoming material will determine the specific equipment deployed. Debris reduction equipment will include tub grinders, horizontal grinders, metal bailing machines, and/or air curtain incinerators. Generally, a mix of tracked excavators, dozers, and wheel loaders are utilized to separate and stack the debris, and support the debris reduction equipment.

Prior to beginning work:

- Operators will perform an inspection of their vehicles and equipment prior to starting work each day. Operators will record the inspection on an inspection form. The form must remain with the vehicle or equipment at all times and be produced upon demand of AshBritt management or government authority.
- Crew foremen will verify that all personnel on the crew are in PPE appropriate to their scheduled duties
- Crews will position appropriate traffic control personnel and devices as directed to ensure safe zones around reduction equipment remain clear.

Debris Types/Reduction Method

Reduction crews will encounter four primary types of debris: vegetative (burnable), construction and demolition (C&D or Non-Burnable), Hazardous Materials, and mixed (a combination of the three). The compositions of the four debris types and the potential reduction methods are as follows:

Vegetative (grinding or burning)

- Trees, logs, limbs, brush, and stumps

C&D (separate metals and HHW. Reduce through sorting, separation and compaction)

- Lumber, roofing materials, structural steel, siding, drywall, carpets, furnishings

Hazardous Materials (separate from debris stream and segregate in containment area)

- Paint, propane, bleach, pesticides, fertilizers, aerosol cans

Mixed (separate vegetative, C&D and Hazardous Materials then reduce as indicated above)

- Commingled debris of all types

Debris will be reduced by mechanical means using chippers, grinders, shredders or air curtain incinerators as specified in the task order. AshBritt has the ability to provide a variety of vegetative debris reduction methods. The two most likely to be utilized are grinding and burning. Each method is compared below regarding their performance, strengths, and weaknesses.

Debris Reduction by Grinding

Grinding can typically reduce 250 cubic yards of incoming vegetative debris per hour, with a reduction ratio of 4:1. Large grinding machines can rapidly reduce most sizes of vegetative material and are easy to reposition on an active site.

- Only clean vegetative debris will be ground
- Commercial wood products such as treated lumber, siding, painted wood, dock material will not be ground
- Grinders should be set on level ground (+/- 5 degrees) with outriggers deployed (as recommended by the manufacturer)
- All workers and vehicles not directly associated with the reduction operation should respect a 300 foot exclusion zone around tub grinders due to the potential for flying debris

- Tub grinder engine must be shut down prior to tub being open
- Grinder tips should be tightened every 2 hours to prevent them from becoming loose and falling into the mill

Debris Reduction by Burning

Burning of debris using forced air curtain blowers processes about 150 cubic yards of incoming debris per hour, with a reduction ratio of 10:1. Air curtains incinerators are simple to operate and provide the highest reduction ratio. Disadvantages include air quality concerns, speed, ineffectiveness on larger materials, and may not be appropriate when operated within close proximity of residential areas. State Environmental Dept. may require subtitle D landfill disposal of ash residue. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless otherwise directed by the SR.

- Only clean vegetative debris will be burned.
- Commercial wood products such as treated lumber, siding, painted wood, dock material will not be burned.
- The burn pit will be 8' to 9' wide and 14' deep with an impervious bottom layer of clay at least 1' deep.
- Ends sealed to a height of 4'.
- Seal nozzle end with 12" of dirt.
- Warning stops for equipment at least 1' high.
- Airflow should be 2' below the top edge of the pit.
- Ensure maximum nozzle velocity of 8,800 ft/min (100mph) and volume of 900 cf/min/linear ft. of nozzle.
- Pit cannot be any longer than blower nozzle.
- Pit must be setback a minimum of 100' from debris pile.
- Safety distance of at least 1000' to nearest structure.
- The local fire department will be notified prior to commencing burning operations.
- The Safety Manager, Task Project Manager, and SR will be notified in the event of any blaze occurring outside the incineration area.
- Equipment feeding the pit must have a fully enclosed cab.
- Burning operations will be suspended if winds exceed 15 MPH.
- Fire must be extinguished 2 hours before removing ash.
- Wet ash before removal from pit.

Although typically not used in reduction operations, surface burning is another method in which AshBritt has expertise. Various factors must be taken into consideration for executing surface burning. This method will not be utilized unless approved by the SR. AshBritt has developed guidelines applicable to TDSR sites that may conduct surface burning as a method of reduction for vegetative debris. They apply only to vegetative debris that has been screened for unsuitable materials. Surface burning is subject to the following operational practices and/or directives:

- All surface burning (non-mechanical) will not occur within 500 yards of any occupied dwelling.
- All surface burning will be separated by no less than 100 yards from any brush, stands of timber, structures, or other debris piles.
- Each burn pile will not exceed 2,000 cubic yards of vegetation to be burned.

- TDSRS site(s) where surface burning may/will be conducted must coordinate with all local interest conducted including the local fire department to set protocols for the burning operation.
- The surface burn operator must resort all materials to be burned to assure that burn restricted items are not present in the debris pile to be ignited.
- The burn operator or contractor will assure appropriate fire control equipment to include a water tanker will be on site at all times that surface burning is occurring.
- There will be a fire attendant present at all times with knowledge of the fire suppression equipment and its operation.
- All surface burn fires will be started with fossil fuels. All other long burn starter such as tires, shingles, or creosoted timbers are prohibited.
- All surface burn safety protocols will be reviewed in conjunction with the Contractor's and State's safety officer.
- The local government primary public safety office and the local fire department will be notified upon the commencement and/or restarts of any surface burning operation.
- The burn operator will strictly adhere to any notice to cease burn operations or burn ban that may be imposed by competent authority.
- Surface burn reports as may be required by the State will be completed by the burn operator and/or the contractor.
- At the conclusion of any surface burning operations, the ash will be sampled for beneficial possible use. All unsuitable ash (if any) and any unburned materials must be loaded, transported, and disposed at an approved landfill to accept ash and burn byproducts.

Reduction by Sorting and Compaction

All non-burnable debris will be reduced via sorting, segregating and compaction. This method can process over 500 cubic yards per hour with a reduction ratio as high as 2:1.

- Metals, vegetative debris, and HHW should be removed from the debris stream through mechanical and manual sorting.
- Metals will be segregated for recycling.
- Vegetative debris will be segregated for reduction by grinding or burning.
- HHW will be segregated in a containment area.
- Compaction is accomplished by crushing the sorted debris with tracked equipment (dozers, excavators, compactors).

Please refer to *Appendix C* and *Appendix D*, which follow, for additional information regarding debris storage and reduction site guidelines and procedures.

Reduction Site Management

TDSR Site Management Operations

Debris removal and disposal should be viewed as a multi-staged operation with continuous volume reduction. There should be no significant accumulation of debris at TDSR sites. Instead, debris should be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill or designated reuse disposal facility. Specific guidelines regarding the proper handling of vegetative mulch piles are found in *Appendix F*, which follows.

Where possible, the site layout should be set up in such a way to lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of buffer zones can abate concerns over smoke, dust, noise, and traffic. Planning of on-site traffic patterns and location of segregation areas for incoming materials should be based on anticipated volume reduction methods.

Temporary storage areas will be established as needed for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Plastic liners will be placed under stationary equipment such as generators and mobile lighting plants. These protocols should be included as a requirement in the contract scope of work and referenced in all site-specific plans. If the site is also an equipment storage area, fueling and equipment repair will be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids. Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

The debris material stream will also determine hours of operation. Under the most aggressive scenario, AshBritt can operate multiple TDSR sites 24 hours per day, 7 days per week. AshBritt will man each site with management personnel that are responsible for day and night shifts and overall management of the TDSR site operation. On large sites with unimproved roads, motor graders may be used to maintain the roadways. Water trucks may also be deployed to control dust emissions. State representatives and FEMA personnel may inspect the TDSR sites at any time, day or night, provided they comply with site safety requirements.

Each TDSR site will have a day foreman who will be responsible for all operations of the site to include traffic control, dumping operations, segregation of debris into burnable, mixed, and metals materials, burning and chipping, and safety. The TDSR site day foreman will monitor and document equipment and labor time and provide the daily operations report to the State, including the cubic yards reduced per day and the cubic yards removed from the site.

Each TDSR site will have a night foreman responsible for managing all night operations that will be limited primarily to burning, unless adequate lighting and suitable conditions, as approved by State permits for grinding. The night foreman will document all equipment and labor time and provide it to the site foreman for inclusion into the daily operations report.

AshBritt will construct an appropriate reduction site, managing the operation of the reduction site, performing debris reduction by air curtain incineration and/or reduction by mechanical means using chippers, grinders, shredders as specified in the task order, segregation of debris, and final debris disposal. A typical segregation crew and equipment includes:

- 1 Foreman
- 3 Laborers
- 1 Skid Steer Loader with grapple

Debris Unloading

Debris hauling trucks entering the TDSR site must stop at the vehicle inspection tower where pertinent information identifying the vehicle and the load is recorded on the Load Ticket by a State inspector.

The load ticket issued by the State is the basis for contractor payment. The load ticket will be preprinted and contain at a minimum the following information:

- Preprinted ticket number
- Contract number
- Prime Contractor's name
- Date
- Truck number
- Truck capacity in cubic yards
- Load size, either in cubic yards or tons
- Truck driver's name
- Debris classification: Burnable, Non-burnable, Mixed, Other
- Section/Area
- Dumpsite location
- Loading time
- Dumping time
- Loading site inspector name
- Dumping site inspectors name

The State will utilize a five-part load ticket that is designed to allow all recovery participants to maintain documentation of their billable activities during the recovery project.

- *Copy One (1)* - Is an original source document and is the property of the State. Any changes on subsequent copies are invalid unless documented and initialed by a State representative (white).
- *Copy Two (2)* - Is an original source document and is the property of the State. Any changes on subsequent copies are invalid unless documented and initialed by a State representative (yellow).
- *Copy Three (3)* - Is the property of AshBritt and is the permanent Contractor's record for the project. They will be stored for five years after a project for potential audit purposes (green).
- *Copy Four (4)* - Is provided to the debris truck driver and becomes the driver's permanent record of material hauled (pink).
- *Copy Five (5)* - Is provided to TDSR site subcontractors or to final destination site representatives and becomes their permanent record for the project (blue).

Upon leaving the vehicle inspection tower the truck is directed by traffic control personnel to the appropriate off load area. Once off loaded the truck exits the site passing the vehicle inspection tower, where the trailer is verified as empty, and immediately returns to the loading crew in the assigned area.

Site Identification and Setup

AshBritt will provide all the labor, equipment, and materials to operate and maintain Temporary Debris Storage and Reduction (TDSR) site(s) as necessary for the efficient execution of the recovery operations. The State is responsible for approving and obtaining permission to establish a TDSR site. The State and AshBritt will be responsible for conducting and/or overseeing and reviewing the baseline sampling for any existing water or soil contamination. Copies of the baseline data results will be provided to the State and AshBritt for subsequent use in developing TDSR site closeout plans. Potential sites should be identified prior to a storm event and could include parks, recreational areas, and other semi developed appropriately sized parcels.

Upon selection of a TDSR site following a storm event AshBritt and a State representative will analyze the site making determinations of the following:

- Catalog any known hazardous material or conditions existing on site.
- Identify ingress and egress routes.
- Define site preparation requirements.
- Establishment or modification of road system.
- Determine traffic flow, control, and safety.
- Identify location of debris separation activities and segregation of non-vegetative debris (white goods, metals, household hazardous waste).
- Identify location of all reduction operations as tasked. (Burning operations, tub-grinding operations).
- Identify location of hazardous waste containment area.
- Identify location of above ground fuel tank containment area.
- Identify location of vehicle inspection tower.
- Determine the TDSR site activation date/time.
- Determine the TDSR site daily hours of operation (Normal operations are 24 hours per day, 7 days per week unless directed otherwise by the State).

Please refer to *Appendix A*, *Appendix B*, and *Appendix C*, which follow, for specific site identification and setup guidelines.

Site Plans

AshBritt will develop a site management plan and submit multiple copies to the State. The plan will be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation – cleaning, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous waste containment area, contractor work area, and vehicle inspection tower
- Location of incineration operations, chipper operations (if required). Burning operations require a 100 foot clearance for the stockpile and a 1000 foot clearance for structures
- Location of existing structures or sensitive areas requiring protection
- HHW or HTRW storage

This site plan will be available in electronic format, designed in AutoCAD or some other standard CAD program. An example site plan is included at the end of this section for review.

Inspection Towers

AshBritt will construct an inspection tower for each Reduction Site, Disposal Site, and all Temporary Debris Reduction (TDSR) sites. Inspection towers will be constructed using wood

or equivalent structural steel members. The floor elevation of the tower will be 10 foot above the existing ground elevation. The floor area will be 8' by 12', constructed of 2"x10" joists, 16" O.C. with ¾" plywood supported by four 6" x 6" posts. A 4 foot high wall constructed of 2" x 4" studs and ½ inch plywood will protect the perimeter of the floor area. The floor area will be covered with a corrugated metal roof with 2' eaves all around, and will be provided with a rain gutter to protect the access stairs from roof run-off. The roof joist will not be spaced greater than 24" O.C., and will provide a minimum of 7 ft. of headroom below these roof support joists. Access stairs will be a minimum of 36" wide, and will be provided with a 42" handrail with mid-rail on both sides of the stairs. Stair treads will be provided with a non-slip surface for all weather access. (Please see attached sample drawing of inspection tower at the end of this section.)

Inspection towers will include the construction of a work table, 6'L x 30"W x 42" H with a ¾" plywood top supported at all four corners. The inspection tower will be provided with a means to protect occupants against inclement weather (e.g. rain, wind, dust, etc.). The Contractor may submit alternative tower plans for approval by the SR. Inspection towers will be installed in the center of a 14' by 18' level pad, and will be adequately anchored and braced to withstand a 45 mph wind load. Inspection towers will be supplied with adequate lighting and 120v power. A minimum of four duplex 120v receptacles will be provided (two for the work table, and one on each adjacent wall) and will be mounted 42" above finished floor. If a generator is used the Contractor will provide a 250 Watt (minimum) uninterruptible power supply (UPS). The generator will be positioned a minimum of 50 feet from the inspection tower to reduce noise and exhaust emissions for tower occupants.

The vehicle inspection tower(s) will be placed at the primary ingress/egress road at each applicable site. The vehicle inspection tower will allow the State representative to visually estimate the load for each truck or trailer hauling debris into the site and to ensure that each truck or trailer is completely empty when leaving. A temporary mechanical lift may be used until a fixed vehicle inspection tower can be constructed as specified by the State.

Hazardous Materials Containment Area

A 30' by 30' hazardous materials containment area will be constructed at each TDSR site. The perimeter will be lined with hay bales and staked in place. The area will be lined with a heavy gauge plastic to provide a waterproof barrier. An additional barrier sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off will be re-directed from the containment area by site grading.

The containment area will be used to temporarily store such items as Freon and compressor oils found in refrigerators and air conditioners, paint wastes, fertilizers, pesticides, and asbestos siding, tile, or roofing that may be found in incoming debris loads. The containment area will also be used for common household hazardous wastes (HHW) consisting of flammable liquids and solids, compressed gas cylinders, biohazards, and other non-regulated materials. The site foreman will notify the State when hazardous materials and HHW are deposited on site. AshBritt's State certified subcontractors will be responsible for the removal of all hazardous materials and HHW on a daily basis.

Site Closeout

AshBritt will return the TDSR site to original or acceptable conditions upon completion of reduction activities as directed in the task order. A site closeout plan will be provided to the State for approval. The State will be responsible for taking soil and water samples for comparison with the baseline samples taken by the AshBritt or

the State prior to site operation. AshBritt and/or the State will be responsible for final disposition of the TDSR site. Please refer to *Appendix A* for specific closeout guidelines.

Disposal

AshBritt will be responsible for final disposal of non-burnable debris and ash residue either through landfill operations or recycling/beneficial use. In accordance with the State's strategy for debris management, AshBritt will endeavor to divert as much material from disposal as possible through recycling, composting, and other legitimate diversion options (discussed in greater detail below) and employ volume reduction techniques (as discussed above) to improve debris management efficiencies and minimize impacts on State landfill capacities.

Disposal tipping fees, via official documentation, will be submitted back to the State for reimbursement. Disposal of non-burnable debris and ash residue will be made in accordance with current State, Federal, and local regulations.

Identified below are 5 main types of debris classifications for material that has been processed through the reduction and site management processes and potential methods for disposal.

- Vegetative Mulch – Agriculture apps, waste-to-energy, veg-waste receiving facility, or landfill cover.
- Construction & Demolition mixed debris – Landfill (preferably out-of-state).
- Construction & Demolition segregated debris – Applicable reuse facility.
- Hazardous Materials – Landfill (in and out-of-state).
- Recyclable Metals – Recycling and reuse facility.
- Ash from incineration operations – Agricultural applications, or landfill cover.

Larger events may produce additional types of debris requiring final disposal, including but not limited to concrete, tires, putrefied foods, and electronic waste.

The Pre-Execution Planning team and the IDPT should take into account the strategy outlined below with the goal of providing the most cost effective disposal plan.

Management of Household Hazardous Waste (HHW), Hazardous, Toxic, Radiological Waste (HTRW), White Goods, Electronic Waste (E-Waste), Automobiles, Putrefied Foods and Gasoline Powered Tools

Household Hazardous Waste (HHW)

All collection crew personnel have been instructed to identify and subsequently leave any household hazardous waste (HHW) at the curbside during debris collection activities. If HHW is identified it will be segregated on the ground, where applicable, and the crew foreman will notify the Project Superintendent who will, in turn, dispatch the authorized HHW collection crew to collect the waste. Collection crew foremen will notify the CQC Site Manager for their section of the type and location of HHW.

The loading process will not be hindered by “picking” through debris piles to separate the

HHW, rather HHW segregation crews will conduct segregation operations ahead of the collection crews. The HHW crews will work in conjunction with debris segregation crews (DSC). DSC will consist of:

- Supervisor
- Two Laborers
- Skid Steer Loader

The DCS will segregate debris at the curbside so as to minimize the mixing of various debris types by the ROW collection crews. The number of DCS and HHW crews will vary with each unique disaster event.

Household Hazardous Waste (HHW) crew will consist of a truck and two individuals with normal debris safety clothing and gear (safety glasses, hardhat, safety shoes, gloves, and potentially – Tyvek Suits). Each member of the crew will be trained as per EPA requirements for handling HHW materials. Trucks will be equipped with separate compartments, drums, or containers to allow for the segregation of the HHW. Materials will be taken to a drop off location identified and approved by the State. The HHW crew will make passes through the affected areas as outlined in the task order.

Hazardous, Toxic, Radiological Waste (HTRW)

Any labeled hazardous waste, bio-hazardous waste, or other contaminated waste that positively has originated from a commercial building or business will be left in place for removal by others and the SR will be notified. However, if directed to do so, AshBritt will remove and dispose of all labeled hazardous waste, bio-hazard waste, or other contaminated waste (such as thermostats containing mercury) through the use of a licensed Hazardous, Toxic, Radiological Waste (HTRW) contractor. Such waste will be disposed of in a landfill licensed to receive the waste being delivered. Removal, transportation, and disposal of such waste by a licensed HTRW contractor will be paid for under a separate line item for HTRW removal and disposal.

AshBritt will be responsible for the methods of handling and transporting HTRW from the site and will be informed of all laws pertaining to the handling of hazardous materials. All HTRW will be delivered to collection points defined by the State.

In recognition of the fact that there may be unmarked abandoned containers in the debris stream, AshBritt will utilize the guidelines in *Appendix G*, which follows.

White Goods

Loading and hauling of white goods will be performed when declared as eligible debris. White goods should be divided into two categories: 1) Non-refrigerant containing and 2) Refrigerant containing. Refrigerant containing white goods have two sub-categories: a) clean and b) dirty. Typically, clean refrigerant containing white goods are air conditioning units, but may also include empty refrigerators and freezers. Dirty refrigerant containing white goods

consist of refrigerators and freezers in which food products and contents are still remaining inside.

The collection methods used for this debris will be dependent on the category. For non-refrigerant white goods, collection procedures will be as above. White goods categorized as containing refrigerant will be collected in such a manner that the refrigerant system will not be breached (i.e., the coils or condenser should not be ruptured or broken). All necessary precautions will be taken in collecting dirty refrigerant containing white goods so that their contents will not be spilled. If not already sealed, units will be bound to prevent spillage by securing tape, ratchet straps, rope, or similar materials to minimize the spilling of contents. Units will be picked up using ½ to 1 ton pickup trucks or van trucks with installed lift gates or ramps. Units will be loaded onto these trucks with the aid of appliance dollies. Units will be securely strapped into place to prevent spillage and hauled to a facility designated by the State.

Management and processing of white goods will also be dependent on the category. For non-refrigerant white goods, this material will be segregated into the recyclable metals pile. White goods categorized as containing refrigerant will have the refrigerant evacuated per EPA regulatory requirements for Freon reclamation, prior to being segregated into the recyclable metal pile. Refrigerant containing white goods that are dirty will be cleaned prior to the evacuation process (see item Putrefied Foods discussion). These metals will then be compacted into bales and transported to the nearest recycling facility as long as recyclable market remains positive (see Reduction & Recycling Plan discussion below).

Electronic Waste (E-Waste)

Electronic Waste debris, or E-Waste, will be collected, sorted and separated for final disposition. E-Waste presents an environmental and health and safety concern owing largely to the toxicity of substances from the constituent parts if not processed properly.

Crews and CQC Site Managers will be provided with a list of E-Waste materials for reference during recovery operations. CRTs, monitors, circuit boards, computer components & peripherals and batteries are examples of debris that can be classified as E-Waste. Please refer to our reduction & recycling discussion below for E-Waste recycling options. The following guidelines will be utilized in managing the materials and preparing for transport to a recycling facility.

- Provide Gaylord or similar type boxes, pallets and stretch wrap, labor to presort, pack and load materials.
- Pack electronics into Gaylords (which can be double stacked).
- Load in to transport Trailers – Two rows in length double stacked in height.
- TVs over 25” Diagonally – Stack and securely wrapped (with Stretch wrap) on pallet no higher than 4 ft - (this will allow to be stacked on top of Gaylord Box).
- Big Screens (2 per pallet): Place on Pallets back-to-back and securely wrapped (with Stretch wrap)–No more than 6 pallets per trailer (to maximize trailer weight).

Automobiles

AshBritt has developed a program and plan with detailed processes to assure proper removal, storage, releasing, salvage, reduction and/or disposal. Upon tasking, AshBritt will provide services as set out in the AshBritt Automobiles/Vessels Recovery, Containment and Disposal Program. This program is supported by a detailed action plan that addresses the following aspects of this special category of storm generated debris. The plan addresses stakeholders, program process, accountability, and closeout.

AshBritt will prepare a task specific site plan for the handling of this debris.

Putrefied Foods

This debris stream is most likely to be encountered as part of the dirty refrigerant containing white goods. General methods of collection and transportation are addressed above. AshBritt has developed an extensive and comprehensive plan that addresses safety and operational requirements based on past experience covering all facets from collection, transport, decontamination, management and disposal, including contingency operations.

AshBritt will prepare a task specific site plan for the handling of this debris.

Tires

Debris management operations on this type of debris will be conducted as mentioned in above. Regulations with respect to the final disposition will be adhered to according to the specific area of operation. Please refer to our Recycling Plan discussion below for recycling alternatives.

AshBritt will prepare a task specific site plan for the handling of this debris.

Gasoline Powered tools

Small engine machines such as lawn mowers and weed trimmers are examples of this type of debris. These products may contain both Hazardous Materials (oil and gas) as well as recyclable metal. AshBritt's process for this debris parallels the white good process outline above. Please refer to our Recycling Plan discussion below for recycling alternatives.

AshBritt will prepare a task specific site plan for the handling of this debris.

NEPA Compliance

The National Environmental Policy Act (NEPA) establishes national environmental policy and goals for the protection, maintenance, and enhancement of the environment. It also provides a process for the State to implement these goals. AshBritt will execute operations of its assigned tasks in such a manner and extent to which is practicable that will minimize any significant affect to the environment. AshBritt will provide information relevant to its operations to the State and assist as directed for the purpose of assisting in the environmental assessments, analysis, and impact statements.

AshBritt's plan for compliance includes, but is not limited to the following considerations:

Natural Environment

- Terrestrial Ecology
- Wetlands and Aquatic Ecosystems
- Coastal Zone Management
- Marine Mammals
- Plants (Natural and Invasive Species)
- Threatened and Endangered Species

Physical Environment

- Groundwater
- Surface water (lakes, streams, rivers)
- Soils
- Topography

Human Environment

- Air quality
- National Pollutant Discharge Elimination System (NPDES) – Storm water runoff
- Land use – Zoning
- Demographics
- Cultural and historical resources
- Environmental Liability

Recycling Plan

As is widely known, major catastrophic disaster events such as category 4 and 5 hurricanes, will yield massive and unwieldy amounts of diverse debris. It is important when planning for the disposition of disaster debris to remain environmentally conscious and to maximize to the greatest extent possible the diversion of debris from disposal in landfills. With sufficient pre-planning more options and greater opportunities are made available for the potential to recycle or to find beneficial uses for a greater percentage of the disaster debris stream.

Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources and potentially reduce costs of the overall recovery. Upon contract award, AshBritt will refine its recycling plan and reach out to local recycling businesses and non-profits to find available markets for potentially recyclable materials. Additionally, we will continually monitor and develop those relationships.

AshBritt is dedicated to assisting the State of Connecticut as a function of our Pre-Planning commitment of the contract with the development or review of a strategic area-wide recycling plan. Our goal will be to devise a reasonable, area-specific plan that can be readily implemented and realized.

AshBritt has pre-established relationships with national and local recycling firms that can be called upon to provide markets for recyclable storm debris for example:

- Coastal Enterprises - New Hanover County, NC: Services include recycling cardboard, paper, plastics, steel and aluminum.
- Cross Country Recycling – Ladson, SC: Regional firm that recycles tires.

- Earth Protection Services, Inc. – Troutdale, OR: National firm specializing in recycling e-waste.
- Global Tire Recycling – Wildwood, FL: Manufactures crumb rubber from whole waste tires.
- Goodwill – Has established an initiative to seek economically and environmentally sound ways to recycle and reuse donated electronic equipment.
- Green Energy Resources, Inc. – Woody Material, NY, NY: Utilizes wood biomass for the renewable energy industry to include co-firing, cellulosic ethanol production, gasification and direct burn for power.
- Habitat for Humanity – Select locations operate Habitat for Humanity Home Improvement Stores. They accept new condition, residential or commercial, ready to install appliances, brick, block, carpet, doors, furniture, and fixtures. The items are then sold to low-income families at very affordable prices.
- New Hope Power Plant, South Bay, FL: Operates a cogeneration facility that utilizes woody material as fuel.
- Sun Recycling – Lantana, FL: Largest recycler of construction debris in South Florida. Separates and reduces C & D material resulting in the production of Recovered Screened Material (RSM) which can be used in residential, commercial and industrial settings provided that it is used in a manner approved by the FDEP.
- Waste Management Recycle America: Plastics, paper, e-waste, glass and metal at over 100 locations nationwide.

The foundation of our strategy and approach is delineated below. We address vegetative and construction and demolition (C&D) debris, white goods, metals, tires, and e-wastes, amongst other materials.

Upon a NTP, we will refine our strategy to propose realistic targets by debris category for achievable recycling and reuse. These goals will be relative to the total estimated debris stream for the event. In addition, if feasible and applicable for any recovery mission, a strategy may be proposed to return any gains in revenue from recycling or reuse alternatives the State as a cost offset.

Disaster Debris Reduction Methods

AshBritt, as is delineated in above, will follow best management practices in reducing all disaster generated debris to maximize the potential for recycling and beneficial use. Please refer to our reduction approach and methodologies discussed above.

Recycling of Disaster Debris

AshBritt is fully capable of and prepared to maximize diversion of recyclable material generated from disasters. The degree of separation and recycling depends on:

- Quality and quantity of debris.
- The existence and proximity of recycling programs. Large quantities may overwhelm local markets.
- The availability of markets and practical end-uses.
- Politically necessary expedience of recovery may reduce priority given to recycling.

- Cost associated with the separation of recyclable material.

AshBritt has vast experience in recycling debris and is operationally prepared to do so. Following an event, a key individual is identified on the AshBritt team who has responsibility to:

- Act as a liaison with State leadership to determine strategy and goals.
- Educate employees and subcontractors.
- Determine process at curbside; assist with Public Information Plan.
- Identify locations and process at Temporary Debris Storage and Reduction Sites (TDSRS).
- Identify recycling markets.

The type and degree of event will dictate the quality and type of recyclable material. The material that may be recycled and its beneficial use are:

- *Asphalt* – Can be recycled to new asphalt pavement or used as clean fill on or off site if regulations allow.
- *C & D* – Divert as much as possible from this category with metals being smelted and other materials segregated for recycling or disposal.
- *Concrete/Aggregate* – Crushed concrete, rubble, masonry can be used as an aggregate for use as a base or fill material. Larger sections of concrete can be used as materials for reefs, to armor shorelines and for bank stabilization for erosion control (Riprap).
- *Soils and dirt fines* – Screening debris at the TDSRS reduces the amount of fines that would be deposited in landfills and reduce transport and disposal costs. This application may not be practical and may only be done in extreme cases.
- *E-Waste* – Will be collected separately at the curbside and brought to the TDSRS for packing in Gaylord or shrink-wrapped on pallets for transportation to a recycling facility.
- *Metal* – Recycle by selling scrap to dealer who will smelt the metal for reuse.
- *Roofing Materials* – Can be used as an aggregate in asphalt pavements. Must be free of asbestos.
- *White goods* – Separated at the curbside and transported to the TDSRS or direct to metal recyclers. Freon to be extracted and recycled while putrid waste will be removed and disposed of in landfills or compost facilities if available and there are no health risks. White goods to be transported to recycling facility.
- *Woody Material* – Material can be reduced by grinding and chipping. The mulch can be used as a fuel in biomass boilers/cogeneration plants, as a soil enhancement in agricultural applications and commercial resale (composting). Mulch used in agricultural applications must be free of paper, plastics and dirt (ten percent or less contamination). There is a benefit to solely reducing the material as it has a decreased impact on the landfill. The material can also be burned and the ash utilized for soil enhancement in agronomic applications. Further, mulch can be used in land applications as a stabilizer or for erosion control. Additionally, there are emerging technologies that may allow for ethanol production from this material as well.
- *Tires* – Segregate tires at curbside for transport to TDSRS for storing. Transport bulk to recycling facility for use as material in asphalt, floor tiles, hoses, landscaping

material, playground material and countless other applications. Tires can also be used as fuel supplement in waste-to-energy facilities

Material can be segregated at the curbside, residential drop off sites and at a TDSRS. Source segregation is instrumental to avoiding contamination and increasing product marketability.

- *Curbside Segregation* - The “*Picking Up the Pieces*” guideline provided in Appendix H following is ideal for educating residents in the different types of debris and how to segregate those at the curbside. AshBritt has the capability to segregate debris at the curbside. Hand salvaging will yield more recyclable materials, although time required to do so may be more than traditional processes. By using specialized trailers with individual bins, HHW can be collected curbside and kept out of the waste stream. Some HHW may be recyclable (e.g. paint, batteries, compressed gas) while other materials have to be disposed of pursuant to local, state and federal law.
- *Debris Segregation Crews* - AshBritt will deploy DSC to maximize curbside segregation. The crew composition is outlined above.
- *Residential Drop-off Sites* - By providing residents with a drop off site, debris can be more easily segregated with bins and containers for specific materials. This supplements other programs and also reduces transportation expenses while providing pro-active residents the ability to clean up on their schedule. This also tends to enhance public relations by providing residents with alternatives. Sufficient QC monitors would be stationed at the sites to ensure that only eligible debris would be accepted.
- *TDSRS* – Segregating debris at the curbside will significantly improve the overall reduction capability at the TDSRS. By further segregating debris at the TDSRS, resources can be concentrated in the segregation process. The segregation is performed in a location that is away from the general public and can be customized for expediting this process. Although segregation is more difficult to achieve as the debris has been co-mingled by the time it arrives at the TDSRS certain materials can be recycled prior to ultimate disposal (e.g. ferrous and non-ferrous metals, etc.) Spotters can be used at the TDSRS but only as a last line of defense.

Once the salvageable material has been removed, the remaining debris is reduced and brought to a landfill for disposal.

To improve the efficiency of source separation and overall recycling success of the mission, AshBritt will assist the State with a Public Information campaign that encourages residents to properly place and separate debris at the curb for contractor pickup. Following are the anticipated debris categories:

Household Garbage	Construction	Vegetation	HHW	White Goods	Electronics
Bagged Trash	Building Materials	Tree Branches	Oils	Refrigerators	Televisions
Discarded Food	Drywall	Leaves	Batteries	Washers and Dryers	Computers
Packaging papers	Lumber	Logs	Pesticides	Freezers	Radios
	Carpet		Paints	Air Conditioners	Stereos
	Furniture		Cleaning Supplies	Stoves	DVD Players
	Mattresses		Compressed Gas	Water Heaters	Telephones
	Plumbing			Dishwashers	

Other

Unexploded Ordinance

If any collection crews identify unexploded ordinance, ammunition, weapons, or explosives (UXO), they will immediately stop work and notify their supervisor. The CQC Supervisor will immediately identify the UXO, quarantine the area, remain on site and notify the following authorities:

Bureau of Alcohol, Tobacco, and Firearms (ATF):

- (800) ATF-GUNS
- (800) 283-4867

Once the CQC Supervisor arrives on site they will release the crew to continue work on another street.

Cadaver Recovery and Identification

For major catastrophic events, cadaver recovery and identification may be required during response operations. Crews will strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members.

The following guidelines will be followed while working in ALL areas and/or sectors identified by the State as requiring cadaver operations.

Each collection crew will employ ON THE GROUND spotters. These persons will be made up of the following:

- AshBritt QC personnel
- ESF – 9 Search and Rescue personnel
- ESF – 16 Law Enforcement personnel

They are responsible for watching the debris pile and identifying any potential human remains. The spotters will not be distracted by talking on the cellular telephone while performing their duties. If the spotter and crew foreman believe they have identified human remains they will notify the following persons immediately:

- AshBritt CQC Site Manager
- State – QA Supervisor
- State – SR
- ESF 9 – Search and Rescue
- ESF 16 – Law Enforcement

Once identification of remains has been made the crew will move to another area and continue with debris collection operations. The Spotters will remain at the site until the authority having jurisdiction arrives to secure and remove remains. All crews are forbidden from discussing the location, status, composition, sex, and especially name of the deceased. Any contractor found to be passing this information on or gossiping about what they have

seen will be *immediately* dismissed from the job. Proper next of kin notification procedures will be conducted by the responsible authority.

Asbestos Containing Material

Known or suspect asbestos containing material will be segregated from other debris and disposed of by a licensed asbestos contractor. Asbestos containing materials will be disposed of in a landfill licensed to accept and dispose of asbestos containing materials. Materials that should be segregated include but are not necessarily limited to: floor tiles, roofing shingles, linoleum, ceiling tiles, transite (exterior) shingles, concrete or flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and/or wall texture, and stippled or blown on surfacing materials.

APPENDIX A: Temporary Debris Storage and Reduction Site Setup and Closeout Guidelines

Temporary Debris Storage and Reduction (TDSR) Site Setup

The topography and soil/substrate conditions should be evaluated to determine best TDSR site layout. When planning site preparation, think of ways to make restoration easier. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following TDSR site baseline data checklist should be used to evaluate a site before a contractor begins operations and used during and after to ensure that site conditions are properly documented. The State shall be responsible for establishing the baseline data and the closeout data.

TDSR Site Baseline Data Checklist

Before Activities Begin

- Take ground or aerial photographs and/ or video.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples.
- Take random groundwater samples.
- Take water samples from existing wells.
- Check the site for volatile organic compounds.

After Activities Begin

- Establish groundwater-monitoring wells.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas.

Progressive Updates

- Update videos/photographs.
- Update maps/sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.
- TDSR Site Closeout Inspection

Each TDSR site will eventually be emptied of all material and be restored to its previous condition and use. The Contractor is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills. Appropriate State inspectors will monitor all closeout activities to ensure that the Contractor complies with the Debris Removal and Disposal Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDSR site.

TDSR Site Closeout Planning

The Contractor must assure the State that all TDSR sites are properly remediated.

TDSR Site Closeout Steps

1. **Contractor responsible for removing all debris from the site.**
2. **Contractor conducts an environmental assessment with State.**
3. **Contractor develops a remediation plan.**
4. **Remediation plan reviewed by State and appropriate environmental agency.**
5. **Remediation plan approved by the appropriate environmental agency.**
6. **Contractor executes the plan.**
7. **Contractor obtains acceptance from State.**

TDSR Site Remediation

During the debris removal process and after the material has been removed from each of the TDSR sites, environmental monitoring will be needed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site. The monitoring should be done on three different media: ash, soil, and groundwater.

- **Ash.** The monitoring of the ash should consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil.** Monitoring of the soils should be by portable inspection methods to determine if any of the soils are contaminated by volatile hydrocarbons. The Contractors may do this if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring should be done after the stockpiles are removed from the site.
- **Ground Water.** The monitoring of the groundwater should be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

TDSR Site Closeout Coordination

The Contractor will coordinate the following closeout requirements with the State:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.
- The State will establish an independent testing and monitoring program. The State is responsible for environmental restoration of both public and leased sites. The Contractor will remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations.
- Coordinate with the State to prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information.
- Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements.
- Designate approving authority to review and evaluate Contractor closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as

needed, based on information obtained from the closure checklist shown below.

TDSR Site Closure Checklist

- Site number and location.
- Date closure complete.
- Household hazardous waste removed.
- Contractor equipment and temporary structures removed
- Contractor petroleum spills remediated.
- Ash piles removed.
- Comparison of baseline information to conditions after the contractor has vacated the temporary site.
- Appendices.
 1. Closure documents.
 2. Contracting status reports.
 3. Contract.
 4. Testing results.
 5. Correspondence.
 6. Narrative responses.

TDSR Site Closeout

Once a site is no longer needed, it should be closed in accordance with the following guidelines. Closeout or re-approval of a temporary debris management site should be accomplished within 30 days of receiving the last load of debris. Closeout is not considered complete until the following occurs:

Material Removal

1. All processed and unprocessed vegetative material and inert debris will be removed to a properly approved solid waste management site.
- 2.2. Tires must be disposed of at a scrap tire collection for recycling/processing facility; white goods and other metal scrap should be separated for recycling.
3. Burn residues will be removed to a properly approved solid waste management site or land applied in accordance with these guidelines.
4. All other materials, unrecoverable metals, insulation, wall board, plastics, roofing material, painted wood, and other material from demolished buildings that is not inert debris (see #1 above) as well as inert debris that is mixed with such materials will be removed to a properly permitted C & D recycling facility, C & D landfill, or municipal solid waste landfill.

TDSR Site Re-approval

Sites that were approved as temporary debris management sites will require re-approval for long-term storage, continuing reduction processing, and permanent disposal if site is not closed out in accordance with guidelines stated here. Sites will be managed and monitored in accordance with the PBC Health Department and to prevent threats to the environment or public health.

APPENDIX B. Temporary Construction and Demolition Staging/Transfer Site Guidelines

General

The following guidelines should be considered when establishing staging/transfer sites for Construction & Demolition (C&D) and C&D recycling treatment and processing facilities.

These guidelines apply only to sites for staging/transferring C&D storm debris (roof shingles/roofing materials, carpet, insulation, wallboard, treated and painted lumber, etc.). Arrangements should be made to screen out unsuitable materials, such as household garbage, white goods, asbestos containing materials (ACM's), and household hazardous waste.

Selecting Temporary Staging / Transferring Sites

Locating sites for staging/transferring C&D waste can be accomplished by evaluating potential sites and by revisiting sites used in the past to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site. The following guidelines are presented in locating a site for "staging/transferring" and are considered "minimum standards" for selecting a site for use:

1. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in the planning stage to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Unloading areas for incoming C&D debris material should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Storage areas for incoming C&D debris will be at least 100 feet from the site property boundaries, on-site buildings, structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures, and potable water supply wells, whichever is greater.
4. Materials separated from incoming C&D debris (white goods, scrap metal, etc.) will be at least 50 feet from site property lines. Other non-transferable C&D wastes (household garbage, larger containers of liquid, household hazardous waste will be placed in containers and transported to the appropriate facilities as soon as possible.
5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the areas will be flagged and a 100-foot buffer will be maintained for all activities on-going at the site.
6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be

identified due to the potential for site disturbance by truck/equipment traffic and possible site grading.

7. Sites will have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
8. Sites should be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes should be installed as soon as possible for permanent access control, if a site is to be used longer than two weeks.
9. When possible, signs should be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of after hours emergency.
10. Final written approval is required to consider any debris management site to be closed. Closeout of processing/recycling sites will be within one (1) year of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site by the State may be required. If conditions at the site become injurious to public health and the environment, then the site will be closed until conditions are corrected or permanently closed. Closeout of sites will be in accordance with the closeout and restoration of temporary debris management sites guidelines.

C&D Treatment & Processing/Recycling Sites

Management of C&D debris and source separated materials to be recycled will be in accordance with the following additional conditions:

1. Contact the PBC Health Department for information on managing asbestos containing materials (ACM's) or materials that are considered regulated asbestos containing materials.
2. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
3. Storage areas for incoming debris should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
4. Storage areas for incoming debris will be located at least 100 feet from property boundaries and on-site buildings/structures.
5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site verification by the local Corps of Engineers

office or will be necessary to delineate areas of concern. Once areas are delineated, the areas will be flagged and a 100-foot buffer will be maintained for all activities on-going at the site.

6. Storage areas for incoming C&D debris will be at least 100 feet from the site property boundaries, on-site buildings, structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures, and potable water supply wells, whichever is greater.
7. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.
8. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control should be installed as soon as possible.
9. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.
10. Final written approval is required to consider any debris management site to be closed. Closeout of processing / recycling sites will be within six (6) months of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site by the State may be required. If conditions at the site become injurious to public health and the environment, then the site will be closed until conditions are corrected or permanently closed.

APPENDIX C. Temporary Vegetative Debris Storage and Reduction Site Guidelines

General

When preparing temporary facilities for handling debris resulting from the clean up efforts due to hurricane damage, the following guidelines should be considered when establishing Temporary Debris Storage and Reduction (TDSR) sites.

These guidelines apply only to TDSR sites for staging or burning vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements should be made to screen out unsuitable materials.

The two method (s) of managing vegetative and land clearing storm debris is "chipping/grinding" for use in landscape mulch, compost preparation, and industrial boiler fuel or using an "air curtain burner (ACB)", with the resulting ash being land applied as a liming agent or incorporated into a finished compost product as needed.

Chipping and Grinding Sites

Locating sites for chipping/grinding of vegetative and land clearing debris will require a detailed evaluation of potential sites and possible revisits at future dates to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site.

The following guidelines are presented in locating a site for "chipping/grinding" and are considered "minimum standards" for selecting a site for use:

1. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in the planning area to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.
2. Storage areas for incoming debris and processed material should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
3. Storage areas for incoming debris and processed material will be at least 100 feet from the site property boundaries and on-site buildings/structures. Management of processed material will be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost/mulch piles.
4. Storage areas for incoming debris will be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.
5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the

areas will be flagged and a 100-foot buffer will be maintained for all activities on-going at the site.

6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck/equipment traffic and possible site grading.
7. Sites will have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.
8. Sites should be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes should be installed as soon as possible for permanent access control, if a site is to be used longer than two weeks. Sites should have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary and/or secondary roads to the site.
9. When possible, signs should be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an after hours emergency.
10. Grinding of clean wood waste such as pallets and segregated non-painted/non-treated dimensional lumber is allowed.
11. Final written approval is required to consider any debris management site to be closed. Closeout of staging and processing sites will be within six (6) months of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site will be closed until conditions are corrected or permanently closed. Closeout of sites will be in accordance with the closeout and restoration guidelines for temporary debris management sites.

Air Curtain Burner Site Location and Operations

Locating sites that are intended for air curtain burning (ACB) operations is a coordinated effort between the Solid Waste Authority and SC Department of Health and Environmental Control staff for evaluating the surrounding areas and to reevaluate potential sites used in the past.

The following guidelines are presented for selecting an ACB site and operational requirements once a site is in use:

1. Contact the local fire marshal or fire department for input into site selection in order to minimize the potential for fire hazards, other potential problems related to fire fighting that could be presented by the location of the site, and to ensure that adequate fire protection resources are available in the event of an emergency.

2. The requirements for ACB device(s), in accordance with Air Quality rules require the following buffers: a minimum of 500 feet from the ACB device to homes, dwellings and other structures and 250 feet from roadways. Contact the SC Department of Health and Environmental Control for updates or changes to their requirements.
3. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in the planning area to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected. If ACB pit devices are utilized, a minimum two-foot separation to the seasonal high water table is recommended. A larger buffer to the seasonal high water table may be necessary due to on-site soil conditions and topography.
4. Storage areas for incoming debris should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.
5. Storage areas for incoming debris will be located at least 100 feet from property boundaries and on-site buildings/structures.
6. Air Curtain Burners in use should be located at least 200 feet from on-site storage areas for incoming debris, on-site dwellings and other structures, potable water supply wells, and septic tanks and leaching fields.
7. Wood ash stored on-site will be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACB site is located on the same property). Wood ash will be wetted prior to removal from the ACB device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.
8. Wood ash to be land applied on site or off site will be managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash will be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne.
9. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the areas will be flagged, and a 100-foot buffer will be maintained for all activities on-going at the site.
10. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.

11. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control should be installed as soon as possible.
12. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.

Closeout of air curtain burner sites will be within six (6) months of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site will be closed until conditions are corrected or permanently closed. Management sites

Environmental Checklist for Air Curtain Pit Burners

APPENDIX D. Environmental Checklist for Air Curtain Pit Burners

Incineration site inspections will also include an assessment of the environmental controls being used by the Contractor. Environmental controls are essential for all incineration methods, and the following will be monitored.

- A setback of at least 1,000 feet should be maintained between the debris piles and the incineration area. Keep at least 1,000 feet between the incineration area and the nearest building. Contractor should use fencing and warning signs to keep the public away from the incineration area.
- The fire should be extinguished approximately two hours before anticipated removal of the ash mound. The ash mound should be removed when it reaches 2 feet below the lip of the incineration pit.
- The incineration area should be placed in an aboveground or below ground pit that is no wider than 8 feet and between 9 and 14 feet deep.
- Above ground incineration pits should be constructed with limestone and reinforced with earth anchors or wire mesh to support the weight of the loaders. There should be a 1-foot impervious layer of clay or limestone on the bottom of the pit to seal the ash from the aquifer.
- The ends of the pits should be sealed with dirt or ash to a height of 4 feet.
- A 12-inch dirt seal should be placed on the lip of the incineration pit area to seal the blower nozzle. The nozzle should be 3 to 6 inches from the end of the pit.
- There should be 1-foot high, unburnable warning stops along the edge of the pit's length to prevent the loader from damaging the lip of the incineration pit.
- Hazardous or contaminated ignitable material should not be placed in the pit. This is to prevent contained explosions.
- The airflow should hit the wall of the pit about 2 feet below the top edge of the pit, and the debris should not break the path of the airflow except during dumping.
- The pit should be no longer than the length of the blower system and the pit should be loaded uniformly along its length.

APPENDIX E. Land Application of Wood Ash from Storm Debris Burn Sites
Guidelines. State of Connecticut Authorization required.

1. Whenever possible, soil test data and waste analysis of the ash should be available to determine appropriate application rate.
2. In the absence of test data to indicate agronomic rates, application should be limited to 2 to 4 tons per acre/one time event. If additional applications are necessary, due to the volume of ash generated and time frame in which the ash is generated, then an ash management plan will be needed.
3. Ash should be land applied in a similar manner as agricultural limestone.
4. Ash should not be land applied during periods of high wind to avoid the ash blowing off the application sites.
5. Ash should not be land applied within 25 feet of surface waters or within 5 feet of drainage ways or ditches on sites that are stabilized with vegetation. These distances should be doubled on sites that are not vegetated and the ash should be promptly incorporated into the soil.
6. Records should be maintained to indicate where ash is applied and the approximate quantities of ash applied.
7. As an option to land application, ash may be managed at a permitted municipal solid waste landfill after cooled to prevent possible fire.
8. Assistance in obtaining soil test data and waste analysis of ash should be available through county offices of the Extension Service.

APPENDIX F. Reducing the Potential for Spontaneous Combustion in Compost or Mulch Piles Guidelines

1. When ground organic debris is put into piles, microorganisms can very quickly begin to decompose the organic materials. The microorganisms generate heat and volatile gases as a result of the decomposition process. Temperatures in these piles can easily rise to more than 160 degrees Fahrenheit. Spontaneous combustion can occur in these situations.
2. Spontaneous combustion is more likely to occur in larger piles of debris because of a greater possibility of volatile gases building up in the piles and being ignited by the high temperatures. If windrows can be maintained 5 feet to 6 feet high and 8 feet to 10 feet wide, volatile gases have a better chance of escaping the piles, and the possibility of spontaneous combustion will be reduced.
3. Turning piles when temperatures reach 160 degrees can also reduce the potential for spontaneous combustion. Pile turning provides an opportunity for gases to escape and for the contents of the pile to cool. Adding moisture during turning will increase cooling. Controlling the amount of nitrogen-bearing (green) wastes in piles will also help to reduce the risk of fire. The less nitrogen in the piles the slower the decomposition process and consequently the less heat generated and gases released.
4. Large piles should be kept away from wooded areas and structures and should be accessible to fire fighting equipment, if a fire were to occur. Efforts should be made to avoid driving or operating heavy equipment on large piles because the compaction will increase the amount of heat build-up, which could increase the possibility of spontaneous combustion.

APPENDIX G. Abandoned Container Guidelines

There are two separate situations regarding abandoned containers:

1. Where the container has been opened by a fire department, warden or hazmat team, or is a known product or where there is sufficient evidence to consider it known.
2. Where the container is a complete unknown and has not been handled, or where the container is suspect and is exhibiting a hazardous nature.

Both situations above require a separate response approach. While it may be perfectly acceptable to use minimal PPE in example one, it may be very prudent to use up to Level A in example two. Additionally, each situation will be different and dictate a specific setup, PPE, etc.

The following guidelines should be referenced and followed as much as practicable for all abandoned unknown containers.

Guidelines

Before arriving at the site, have the dispatcher obtain as much information as possible from the caller, fire department, DEA agent, warden, etc. Condition, type of container, material the container is made of (plastic, bag, metal, etc.), where it is located, visible leaks and any visible markings. In some cases, the location or type of container can help in identifying potential contents. It is wise to keep in mind, however, that the container may not contain what is on the label or markings. Advise the caller not to touch or approach the container unless properly trained and equipped.

When responding to an unknown container, ensure the responding vehicle departs with the following air monitoring equipment:

- Quad or Tri Tector (LEL, Oxygen, Hydrogen Sulfide and Carbon Monoxide)
- Detector Tube Kit
- Photo Ionization Detector (PID)
- Radiation Detector
- Temperature Probe Laser Device
- Field Wet Chemistry Kit

The response crew must consist of a minimum of four (4) persons. This is required for unknowns under OSHA's respiratory standard because the potential exists for employees to be working in an IDLH atmosphere. It is also consistent with OSHA's HAZWOPER standard for emergency response operations.

The response should be conducted from up wind (wind not blowing toward you when you drive to the scene), when the response vehicle approaches the scene. The response vehicle should be parked a safe distance from the scene, far enough away to allow for adequate evacuation, but not so far as you are out of breath when walking to the scene. (Park 200-400 yards from the scene depending on the situation.)

A site safety plan should be completed; detailing the actions you will take during the response. Be sure to completely fill out the plan, including the sign-in list. Conduct a tailgate site safety meeting prior to any work commencing at the site. The use of the fill-in-the-blank safety plan is sufficient for this type of response, and should always be completed.

The site should be divided into the OSHA-required Hot, Contamination Reduction and Cold/Support Zones. All unnecessary and unauthorized persons, including spectators, should be excluded from the area. If necessary, use the local fire or police to assist in this. Photographs and a site drawing should be completed at this time. Don't be afraid to tell the Fire Department and the Police that they are too close.

Personal protective equipment used for a response to an unknown container will vary based on whether the container is visibly leaking, giving off vapors, and smoking or on fire.

Truly Unknown Container PPE

Containers that do not have a visible leak, vapor, smoking or fire, or present no other risk:

1. SCBA or AIRLINE SCBA Respiratory Protection
2. CPF 4 Fully-Encapsulated Suit for primary entry team over Nomex Coverall
3. CPF 4 Boots and Hoods for Backup Team
4. Nitrile under gloves with Solvex, Butyl or PVC over gloves
5. Bata boots with nuke boot covers

In No Case Will APRs (Canister Respirators) or PAPRs Be Used During An Unknown Response

Containers that have a visible leak, vapor, smoking or fire, or present other risks:

1. SCBA or AIRLINE SCBA Respiratory Protection
2. First Responder Level A Fully-Encapsulated Gas Tight Suit for primary entry team over Nomex Coverall
3. CPF 4 Boots and Hoods for Backup / Decon Team.
4. Nitrile under gloves with Butyl Level A suit gloves, with sliver shield over gloves
5. Bata boots with nuke boot covers

In No Case Will APRs (Canister Respirators) or PAPRs Be Used During An Unknown Response

A decontamination line should always be set up and should include, at a minimum, a dry suit drop, boot wash and clean area. Never allow the crew to decon or doff suits and PPE in the trailer.

The entry team should not initiate an entry until the backup team is fully ready and available for assistance.

The entry team should approach the container from up wind, moving slowly. The entry team should perform air monitoring using the quad or tri tector and radiation monitor and PID as

they approach the scene. Care should be taken in evaluating the area around the container. Any vapor, smoke or steam should be sampled with the air monitoring equipment, and the results noted. The container should be reviewed carefully without opening or touching the container at this time. Any markings, labels or content descriptions should be noted. The entry crew should complete the Abandoned Container Assessment Sheet for each container involved in the response.

After the initial entry, the crew should back away from the site and evaluate the situation. Based on the initial reconnaissance, a decision should be made as to the next step in the response. Typically, this is to sample the contents of the container for further evaluation and identification. But, in some cases, research on the labels, markings and analysis and discussion of reconnaissance results may be necessary before a sample should be taken. If a radiation detector detects any readings above background, immediately back away and call the response coordinator for assistance. Care should be taken in opening any unknown container, especially if the container is bulging. In some cases, remotely opening containers to create an opening for sampling is the only way to ensure the safety of responders.

After evaluation and opening of the container (remotely or conventionally), the sample should be taken utilizing recognized sampling procedures. The sample should be field screened using techniques found in the Field Chemistry Screening Manual. Results of the screening should be noted on the Assessment Sheet. Based on the screening results, the container should be properly containerized (transferred or over packed), labeled and shipping papers completed for shipment.

The above procedure should always be followed. Never underestimate the potential risk an unknown container may pose to the responders. The extra time to carefully plan and orchestrate your response could save a severe injury or worse to a responder. Proper screening, using the radiation detector, is now required for all responses to known or unknown abandoned containers.

Ash Britt Inc. Project Invoicing & Billing Overview

AshBritt will provide a debris tracking system (DIMS) that will ensure streamlined and accurate reporting and invoicing which adheres strictly to established FEMA guidelines. DIMS will accommodate weekly or bi-weekly billing cycles that are preceded by pre-invoice data reconciliations. All costs invoiced will be segregated accordingly and clearly delineated on all invoices. All other salient information will be clearly identified on invoices, and applicable backup will be attached in a clear and concise fashion.

Additionally all pass-through charges if applicable will be consolidated and summarized by like categories and submitted to the State (or contracted agent) accordingly. All applicable backup for all invoices will be included for ease of review and to facilitate timely reimbursement. A simplified diagram and overview of our invoicing, reporting and documentation management procedures follows.

In support of accurate accounting and reporting on a field level, we use a number of manual reports and logs, which are subject to a tiered approval process. The AshBritt Project Manager

will be required to endorse all documents that commit funds. *Hourly Equipment Logs* and *Time Sheets* are used during the emergency clearing phase. These are multi-part forms which are distributed to applicable parties. In addition to completed *Truck Measurement Records* and *Load Tickets*, which are scanned and stored in our database, manual *Truck Measurement* and *Truck Load Call* logs are maintained. Moreover, *QA/QC Deficiency Reports* and other safety reports and logs are kept. All reports will be collected and compiled by field supervisors and managers and routed daily to our central processing office, where the Project Manager reviews as necessary. Ultimately, a process to establish collection of all documentation needed to validate the location, time, type, length, and quantity of services conducted will be provided.

AshBritt will submit all project invoices with all applicable backup and supporting documentation as required for validation of their correctness. AshBritt will include as backup for all billing periods hard copies of the actual debris load tickets, hard copies of all landfill weight tickets (as applicable), hard copies of the all data in an Excel spreadsheet format, and electronic files of the Excel spreadsheet in an acceptable format to the State. AshBritt will correct all errors and submit a revised invoice for payment. AshBritt will not bill for any debris collected in areas located outside of the State Assigned Debris Control Zone, nor any ineligible debris (if deemed such), nor will we bill duplicate tickets.

AshBritt's backup data and Excel spreadsheet will include, at a minimum and as applicable, the following for each load collected:

- Date of Load
- Time of Load
- Street Name and Area
- Debris Hauler Name (Subcontractor)
- Truck Number (Certs, as necessary)
- Certified Truck Capacity in cubic yards (Certs and Truck Record logs, as necessary)
- FEMA Approved Cubic Yardage of debris disposed (if applicable)
- Corresponding Invoice Number
- Ticket Number
- Landfill Disposal Ticket Number (if applicable)
- Landfill Disposal Weight (if applicable)
- Disposal Type, (i.e. Landfill, Incineration)

Hardcopies of the backup data spreadsheets accompanying all invoices will contain data and information pertaining only to the submitted applicable invoice. The spreadsheet included with each invoice will depict one sheet with data and information pertaining only to the invoice being submitted and a second sheet, which summarizes all data and information from the project to date (i.e., a cumulative total). Additional data and information in any required format for which the State may request will be supplied.

LISTING OF EXHIBITS

EXHIBIT A DESCRIPTION OF SERVICES

EXHIBIT B, (1) & (2) PRICE SCHEDULE(s)

EXHIBIT C CT SEEC FORM 11 (See Contract)

EXHIBIT A1 ASSIGNED DEBRIS CONTROL ZONES

EXHIBIT A2 LOAD TICKET

EXHIBIT A3 SAMPLE TASK ORDER

EXHIBIT A4 MANAGEMENT PLAN/OPERATIONS PLAN MINIMUM REQUIREMENTS

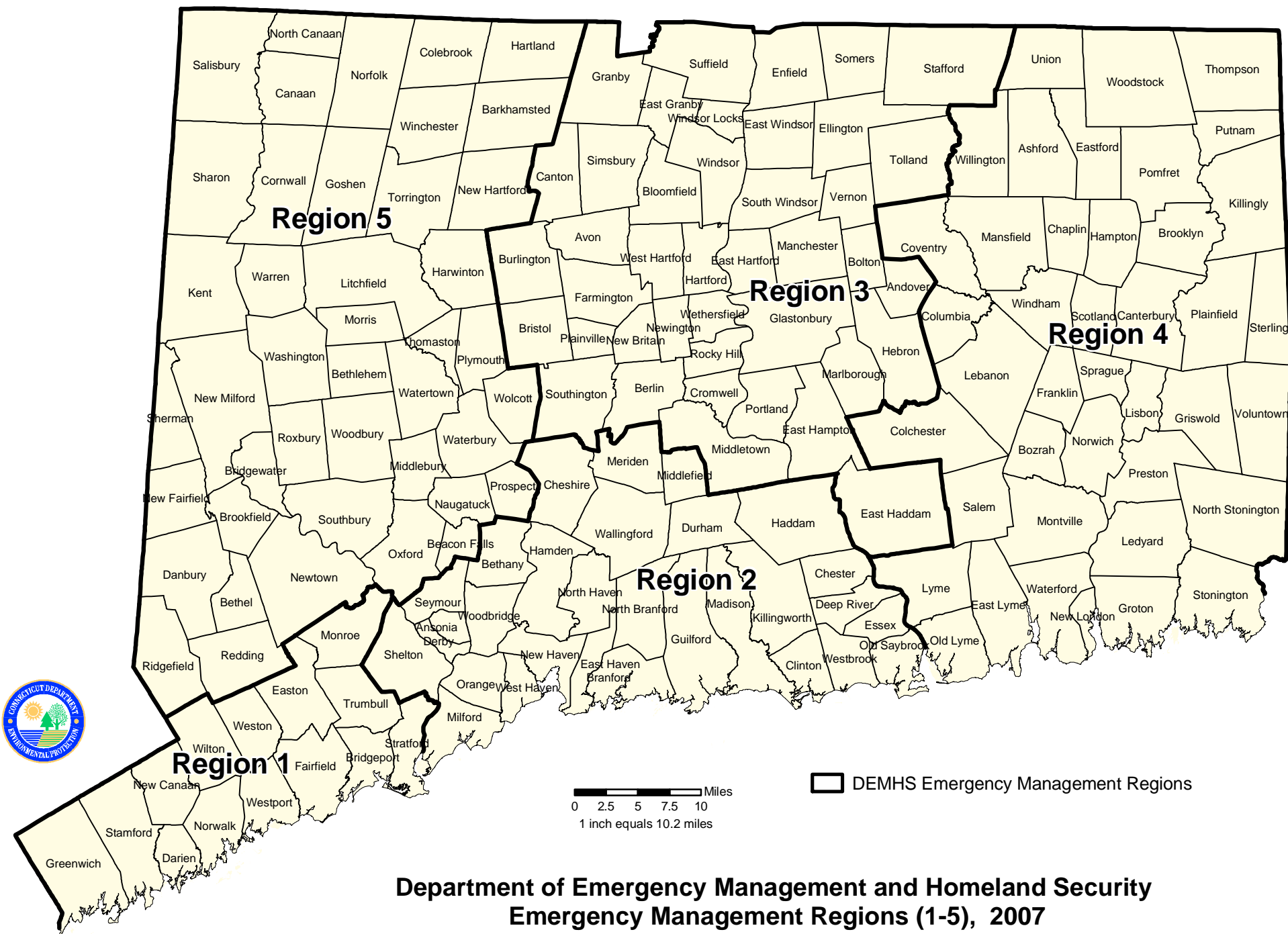
EXHIBIT A5 TRUCK LOAD DEDUCTIONS

**EXHIBIT A6 SITING CRITERIA SITING CRITERIA FOR TEMPORARY DEBRIS
STORAGE AND REDUCTION SITES INCLUDING AGGREGATION SITES
FOR VEHICLES AND VESSELS**

EXHIBIT A7 RIGHT-OF-ENTRY TO PRIVATE PROPERTY

EXHIBIT A8 DEMOLITION OF STRUCTURES

EXHIBIT A9 CLOSEOUT OF TDSRS



**Department of Emergency Management and Homeland Security
Emergency Management Regions (1-5), 2007**

EXHIBIT A2 DEBRIS LOAD TICKET**TICKET NO.:****BOX A – GEOGRAPHIC INFORMATION**

Assigned Debris Control Zone#: _____

Municipality: _____

BOX B – CONTRACTOR INFORMATION

Prime Contractor Name/Address: _____

Sub-contractor Name/Address: _____

Driver Name (Print & Sign): _____

Truck/Trailer No: _____ Measured Bed Capacity in Cu. Yds.: _____

LOAD TICKET – CURBSIDE**BOX C – DEBRIS AREA – CURBSIDE**State Road/Highway: _____
(Street address or nearest intersection)

Municipal Road: _____

Federal Highway: _____

Other: _____

Debris Type: ☐ Vegetation ☐ C&D ☐ Mixed Debris
☐ Other, define _____

Departure Date: _____ Time: _____

Truck Mileage on Departure: _____

Loading Site – Field Monitor:

Print Name _____ Signature _____

LOAD TICKET – TDSRS**BOX G – DEBRIS LOADING AREA – TDSRS**TDSRS Location: _____
(Street address or nearest intersection)Debris Type: ☐ Clean Wood ☐ C&D ☐ Mixed
☐ Other, define _____

Departure Date: _____ Time: _____

Starting Mileage: _____

Destination: _____

Truck Driver Signature:

Print Name _____ Signature _____

Loading Site – Fixed Site Monitor:

Print Name _____ Signature _____

BOX D – DEBRIS DISPOSAL LOCATION (for debris collected and noted in Box C above)

- ☐ TDSRS
☐ In-state Recycle/SW Facility
☐ Out-of-state Recycle/SW Facility

Facility Name/Location: _____

Truck Mileage upon Arrival: _____

Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer:

_____ Cu. Yd. _____ Tons _____ Each (Individual Items)

“I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law.”

Fixed Site Monitor or SW Facility Representative:

Print Name _____ Signature _____ Date _____

BOX E – REMARKS:**BOX F – TICKET DISTRIBUTION**

White – to Field Monitor

Yellow – to Fixed Site Monitor

Green, Pink and Blue – to Driver

BOX H – DEBRIS DISPOSAL LOCATION (for debris loaded as noted in Box G above)

- ☐ In-state Recycle/SW Facility
☐ Out-of-state Recycle/SW Facility

Facility Name/Location: _____

Truck Mileage upon Arrival: _____

Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer:

_____ Cu. Yd. _____ Tons _____ Each (Individual Items)

“I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law.”

Fixed Site Monitor or SW Facility Representative:

Print Name _____ Signature _____ Date _____

BOX I – REMARKS:**BOX J – TICKET DISTRIBUTION**

White – to Fixed Site Monitor

Yellow, Green – to Solid Waste Facility Authorized Agent

Pink and Blue – to Driver

EXHIBIT A3

SAMPLE TASK ORDER (EXAMPLE)

TASK ORDER

TO _____
Task Order No.

In accordance with _____ (Contractor) contract, with the _____
_____ Agreement No. _____ for Disaster Debris
Management Operations dated _____ the _____ hereby requests and
authorizes the service to be performed on the project as described below:

Project: _____

Specific Work to be Performed:

Duration of Work (Include Start Date, End Date and Total Calendar Days):

Method of Payments:

Contractor Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Estimate Cost of This Task Order: \$ _____

STATE USE ONLY

_____ Monitor: _____ Date: _____

_____ Director: _____ Date: _____

Vendor No.: _____ Account No.: _____ Project: _____

Purchasing: _____ Budget: _____ Accounting: _____

EXHIBIT A4 MANAGEMENT PLAN/OPERATIONS PLAN MINIMUM REQUIREMENTS (EXAMPLE)

1. Organizational Structure and Key Personnel
 - Management to field supervisory level
 - Division of responsibilities
 - Resume
 - Coordination with other federal, state and local governments and others related to clean up activities (state resources, subcontractors)
2. Technical Approach and Methodology
 - Mobilization
 - Loading
 - Hauling
 - Reduction
 - Recycling management
 - Temporary Debris Storage and Reduction Sites
 - Disposal (Possible final sites identified)
 - Management of solid wastes (i.e., green waste/vegetative debris; putrescent MSW; C&D; white goods; HHW; HW; aggregate; scrap metal; electronic waste; contaminated soil, silt, and sediment; animal mortalities; waste tires; stray and abandoned vehicles and vessels; utility related debris).
 - National Environmental Policy Act (NEPA) compliance
 - Other
3. Geographic Area Management (In Connecticut referred to as Assigned Debris Control Zones)
 - Sectoring
 - Management of sectors
 - Number of crews in each sector
 - Haul destination from each sector
 - Operational features to be provided not later than three (3) days following receipt of Task Order
4. Disaster Debris Waste Reduction and Recycling

There is a need to develop and employ alternatives to the widely accepted practice of placing disaster generated debris, or associated demolition debris in designated landfills. Recycling or reuse of such debris helps preserve the capacity of existing landfills, and has the added advantage of preserving natural resources.

Consequently, Contractor proposals for debris management will contain as part of the overall Management Plan a strategy or strategies for maximizing beneficial reuse and recycling of disaster debris, waste conversion to energy, and/or other beneficial use of disaster generated or associated demolition debris. The plan will, at a minimum, address clean woody debris, vehicles and vessels, white goods, scrap metal, clean aggregate, electronic wastes, HHW, tires, and other materials that may have the potential to be recycled.
5. Administrative
 - Demobilization
 - TDSRS Operations
 - Aggregation Site Operations

6. Safety. Site specific Safety and Health Plan required.
7. Contractor Quality Control Plan per requirements in Contractor Quality Control Specification.

1.0 General Requirement

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. Contract Quality Control (CQC) is the means by which the Contractor ensures that debris removal, reduction, and disposal operations, to include that of subcontractors, complies with the requirements of the contract, including debris eligibility criteria. The quality control system shall consist of plans, procedures, and organization necessary to ensure performance of debris removal, reduction, demolition, and disposal that complies with the contract requirements. The system shall cover all aspects of the debris operation, both onsite and offsite, and shall be keyed to the proposed debris removal sequence. The CQC System Manager will be held responsible for establishing and maintaining an effective CQC organization, and is subject to removal by the State's Contracting Officer for non-compliance with the requirements specified in the contract. The Contractor shall provide daily CQC reports to the State.

1.1 Quality Control Plan

The Contractor shall furnish for review by the State, not later than three days after receipt of the Task Order, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the contract. This Plan is a subset of the Management Plan/Operations Plan. The plan shall identify CQC personnel, procedures, and control methods to be used.

1.1.1 Requirements of the CQC Plan

The CQC Plan shall address Contractor monitoring and control to address all debris removal, reduction, and disposal operations, including work by subcontractors. The plan shall include as a minimum the following elements:

- a. A complete description of the quality control organization, including an organization chart showing lines of authority. This will also include the appropriate contractor points of contact for the CQC System Manager and the Area, Sector and Site supervisors.
- b. The name, qualifications, duties, responsibilities, and authorities of each person assigned a CQC function. This shall include qualifications in resume format for the CQC System Manager, and all Area and Sector Managers. Proof of training for Site Managers shall be submitted to the State.
- c. A copy of the letter to the CQC System Manager signed by an authorized principal of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the State.
- d. Safety – The safety section of the CQC Plan shall address worker protection, equipment safety, trimming of loads, flagmen, work zone safety and traffic control.

- e. Debris Eligibility – The debris eligibility section will address what debris is eligible for removal versus what should not be removed. A protocol shall be provided for determining decisions on questionable debris.
- f. Segregation/Handling of Curbside Debris – This section will provide guidance on curbside debris segregation and removal concerning HHW, white goods, e-waste, and other materials as tasked.
- g. Protection of Infrastructure – This section will provide guidance, to include forms and POC's, for documenting damages caused to the infrastructure (sidewalks, curbs, roadways, utilities, fencing, mailboxes, etc.) during the debris removal operation. Damage to infrastructure must be kept to a minimum requiring a special awareness of what may be hidden within the curbside debris piles.
- h. Proper Loading/Unloading of Trucks – This section will provide instructions on properly loading trucks to ensure full loads, mixed debris loads are kept to a minimum, tailgates are secure, placards are clearly displayed, Freon systems in the white goods remain intact, and extension boards on the dump bodies are maintained according to specifications. Trucks using TDSR sites will be inspected to assure loads are fully dumped.
- i. Private Property Debris Removal – This section will explain the requirements that must be in place prior to removing debris from private property and define personal property and how it will be handled. This section will include guidance on stumps, hanging limbs, and leaning trees if tasked.
- j. Demolition – This section will explain the requirements that must be in place prior to performing structural demolition on private property or public property. This section will also define personal property and how it will be handled along with other special items of interest as defined by specific tasks.
- k. Daily reports – This section will address reporting procedures, including proposed reporting formats and schedule for submission of the daily summary reports that capture the main activities of the day. The reports will include the CQC notes documenting the activities monitored each day, for example; activity description and locations, times of inspection, infrastructure damage, problems with safety, total number of trucks loaded, total number of loads and quantities hauled to reduction/disposal sites, quantity of debris reduction, number of subcontractors working, incidents of contract non-compliance, and corrective action(s), if any.

1.2 Acceptance of Plan

Acceptance of the Contractor's plan is conditional and will be predicated on satisfactory performance during the debris removal, reduction, and disposal operations. The State reserves the right to require the Contractor to make changes in the CQC Plan and operations including removal of personnel, as necessary, to obtain the quality control specified.

After acceptance of the CQC Plan, the Contractor shall notify the State in writing of any proposed change. Proposed changes are subject to acceptance by the State.

1.3 Coordination Meeting

Prior to acceptance by the State of the CQC Plan, the Contractor shall meet with the State and discuss the CQC plan and system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, administration of the system, and the interrelationship of Contractor management and control with the State's quality assurance responsibilities. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

1.4 CQC Organization

1.4.1 CQC Personnel Requirements

The Contractor shall identify and provide an organization to manage and implement the CQC Plan. The organization will consist of personnel at all operational levels of the mission being assigned CQC responsibilities. The actual layers of the CQC organization will depend on the size and requirements of the debris removal mission tasked to the Contractor and shall be identified in the draft Plan.

The CQC system shall provide adequate administration support to provide management of daily report files, maintaining the CQC Plan, distribution of the CQC Plan, and managing, tracking and providing training for CQC personnel. The CQC system will identify these managers.

1.4.2 Physical Identification of CQC personnel in the Field

The contractor QC Personnel performing quality control functions in the field shall be easily identified visually. The identification required, as a minimum, will be the letters "Q" and "C" displayed on the back of the hard hat. The letters will be two, two inch high, black capital letters. The contractor may elect to utilize other means of visual identification in addition to the letters as long as the addition is approved by the Area Engineer and included in the contractor's CQC plan.

1.4.3 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the State for acceptance.

1.4.4 CQC Non Compliance

If through the State it is determined the Contractor is in non-compliance with their accepted CQC Plan and Contract requirements for CQC, the State may require removal of key CQC personnel, resubmittal of the Contractor's CQC plan, and an additional mutual understanding meeting with the Contractor to establish and implement corrective measures deemed necessary to bring the Contractor's CQC program back into contract compliance.

1.5 Documentation

1.5.1 The Contractor shall maintain daily current records providing factual evidence that required quality control activities have been performed. These records shall include the work of subcontractors and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- a. Work performed each day, giving location, description, and by whom.
- b. Test and/or control activities performed with results of such identified.
- c. Quantity of materials received at each site with statement as to the disposition of these materials (i.e.,: hauled, reduced, recycled, land filled, etc.)
- d. Job safety evaluations stating what was checked, results, and instructions or corrective actions taken.
- e. Instructions given/received and conflicts with approved plans and/or specifications.
- f. These records shall include a list of subcontractors working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. The original and one copy of these records in report form shall be furnished to the State daily, except that reports need not be submitted for days on which no work is performed. Reports shall be signed and dated by the CQC System Manager.

1.5.2 Daily reports shall be submitted to the Contracting Officer no later than 0700 on the following day, with each report addressing the full 24hr period of removal, reduction, and disposal operations.

1.6 Updating the CQC Plan

The Contractor will update the CQC Plan and submit for State approval with each addition of a major scope element to ensure compliance with task order provisions. The update will be submitted within 48 hours of issuance of the new task order.

1.7 CQC Plan Format and Dissemination

The CQC Plan shall be provided in a format with facility for utilization by field personnel and implementing updates as required. Copies of the CQC Plan shall be provided to all CQC personnel and State QA personnel.

1.8 CQC Personnel Training

1.8.1 The Contractor shall develop and implement a training program for all CQC staff at all levels. Training shall cover all aspects of required CQC activities, the CQC Plan, debris eligibility, non-compliance issues, partnering with State QA personnel, ethics, stewardship of tax dollars, and professionalism. Contractor shall have separate specialized training for CQC Site Managers at debris loading, segregation, reduction, and disposal sites, and those dealing with Household Hazardous Waste (HHW), and Hazardous, Toxic, and Radiological Waste (HTRW) activities.

1.8.2 Copies of the Contractor's developed training materials shall be submitted with his CQC plan for review and comment by the State.

- 1.8.3 The Contractor shall ensure within 5 days of receipt of the Task Order, a one-day training session for all CQC personnel, and QA Supervisors. Additional training sessions will be scheduled and conducted when required by task order.

1.9 Test

1.9.1 Required Testing

The Contractor shall perform all specified or required tests as may be necessary through the Task Order. Such tests may include but are not limited to: background and clearance soil sampling and testing for disposal sites, air quality testing and monitoring at disposal, reduction, de-construction, and demolition sites, and additional testing as may be required to assure proper debris removal, reduction, and disposal operations.

1.9.2 Testing laboratories

The testing laboratories utilized by the Contractor to perform the required testing shall be accredited commercial laboratories certified to perform the required testing.

1.9.3 Test Reports

Test reports shall be submitted to the State and shall be signed by a principal of the testing laboratory certifying that all tests and results were performed to appropriate standards and procedures. Test reports shall include a unique test sample I.D. control number for each of the test samples, and shall show the results of the tests indicating whether the sample passed or failed to meet the required standard.

EXHIBIT A5 TRUCK LOAD DEDUCTIONS (EXAMPLE)

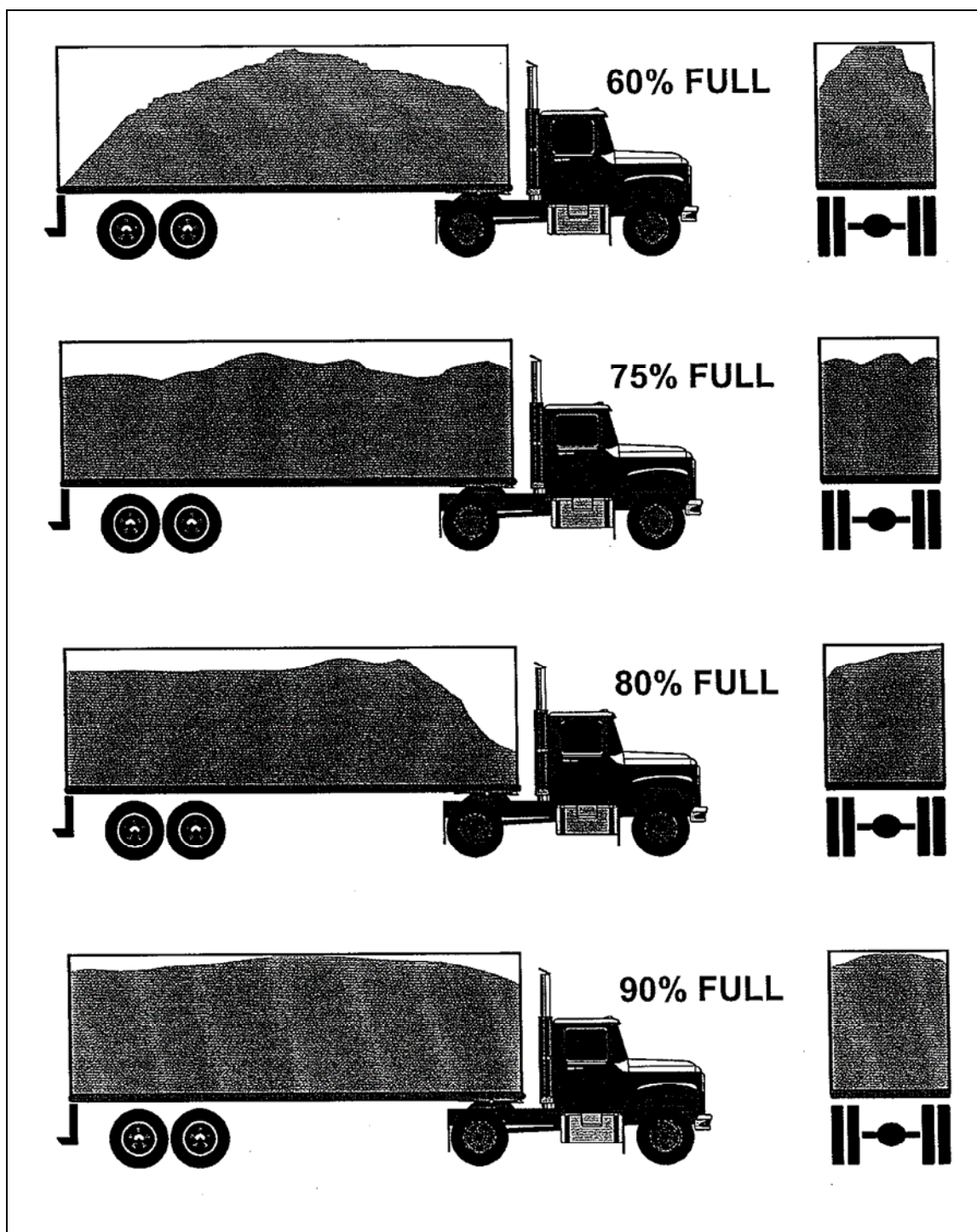


EXHIBIT A6 SITING CRITERIA FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES INCLUDING AGGREGATION SITES FOR VEHICLES AND VESSELS (SOURCE – STATE OF CONNECTICUT, DISASTER DEBRIS MANAGEMENT PLAN, 2007)

5.2.3 Site Selection Guidelines for Temporary Debris Storage and Reduction Sites

TDSRS are temporary locations that can be used for the duration under a CTDEP Emergency Authorization and/or General Permit as authorized by CTDEP. Consistent with FEMA guidance and State policy and programs, the CTDEP has assembled the following guidelines for the selection of TDSRS:

- Pre-designated sites should preferably be on public property and generally consist of 10 acres or more, depending on anticipated needs. However, smaller sites may be appropriate based on the type of waste being managed and space constraints. Use public lands first to avoid costly leases. Use private land only if public sites are unavailable. If private lands are utilized for municipal debris management operations, they must have government (or its designated contractor) oversight and management.
- The required size of the site will depend on the expected volume of debris to be collected and planned volume reduction methods. As a general rule, larger sites mean fewer sites and, hence, easier site closeout. However, larger sites may create logistical problems.
- Large open sites are needed for any type of debris staging activity. Paved sites are best. Semi-paved or large parking lots paved in stone dust or gravel are the next best option. Meadows are least desirable because they may be inaccessible because of saturated soils after extended and heavy precipitation.
- If possible, per FEMA guidance, the soil, groundwater and/or surface water at and near a proposed staging area should be tested prior to receipt of disaster generated debris to establish pre-existing baseline conditions.
- TDSRS for debris other than green waste should not be allowed in public source water protection areas including aquifer protection areas, public drinking water supply watersheds, and public well source areas.
- In no case should any TDSRS be located in or within 100 feet of a wetland area or watercourse.
- TDSRS for debris other than green waste shall not be located within 200 feet of a watercourse, water body, or wetland, unless otherwise approved by CTDEP.
- Impacts from noise, dust, and traffic that are tolerated by the public early in a disaster recovery, may have to be curtailed later. Avoid locating the TDSRS near residential areas, schools, and hospitals.
- Sites should not have critical habitat or rare ecosystems, threatened and/or endangered species, historic and/or archaeological sites.
- Sites should have good ingress/egress to accommodate heavy truck traffic and have a site configuration that will allow for an efficient layout.

EXHIBIT A7 RIGHT OF ENTRY AGREEMENT (EXAMPLE)

RIGHT OF ENTRY /HOLD HARMLESS AGREEMENT

RIGHT OF ENTRY PERMIT NO. _____ **DATE** _____

PROPERTY ADDRESS / DESCRIPTION

NAME (OWNER OR OWNER'S AUTHORIZED AGENT)

RIGHT OF ENTRY: I certify that I am the owner of the owner's authorized agent of the above-described property. I grant freely and without coercion the right of access and entry to said property to representatives of the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE), the USDA Forest Service, or the State of Connecticut or its authorized agent to inspect the property for purposes of determining whether disaster-generated debris is eligible for removal under FEMA'S programs and to monitor that removal, and to (eligible applicant) _____, its agents, contractors and subcontractors for the purpose of removing and/or clearing the disaster-generated debris from that property.

HOLD HARMLESS: I understand that this permit is not an obligation upon the government to perform debris removal. I agree to hold harmless the United States Government, FEMA, USACE, the USDA Forest Service, or the State of Connecticut its authorized agent (eligible applicant) _____ and any of their agencies, agents, contractors, and subcontractors, for damages of any type whatsoever, either to the above-described property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities while removing disaster-generated debris from the property. I will mark sewer lines, septic tanks, water lines and utilities located on the property.

DUPLICATION OF BENEFITS: Most homeowner's insurance policies have coverage to pay for removal of storm-generated debris. I understand that federal law (42 U.S. C. 5155 *et seq.*) requires me to reimburse (eligible applicant) _____ the cost of removing the storm-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof / statement of loss from my insurance company to (eligible applicant) _____. If I have received payment, or when I receive payment, for debris removal from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to (eligible applicant) _____. I understand that all disaster-related funding, including that for debris removal from private property, is subject to audit.

SWORN & ATTESTED

WITNESSED

All owners/agents must sign below.

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Name of Insurance Co. Policy No. _____

EXHIBIT A8 DEMOLITION OF STRUCTURES

The scope of demolition addresses privately-owned structures and removing demolition/general disaster generated debris and includes, but is not limited to: decommissioning structures for hazardous substance removal, demolition of single/multi-family homes, detached garages, framed out-buildings, storage/tool sheds, fences, and collection of other onsite disaster generated debris such as but not limited to wood, construction/demolition (C&D), soil and mud, silt, and stumps. Woody debris will be kept segregated from C&D debris as much as possible. Woody debris includes vegetative debris (green waste) and clean, untreated, and uncontaminated woody C&D debris. Refer to related specification entitled "Damages to Public and Private Property". The Contractor shall work during daylight hours only, for a maximum of 12 hours per day, 7 days per week or as directed by the EOC in coordination with State and/or municipal officials.

Concrete slabs, sidewalks, structural foundation piers attached to the ground shall not be demolished or damaged unless otherwise directed by the Manager. Standing trees shall only be removed as debris when directed by the State Contracting Officer(s). If a slab presents a threat to public health and safety (if not, slabs shall not be removed as FEMA considers them ineligible debris) and the State Contracting Officer(s) directs the Contractor to remove it, the slab shall be removed by lifting it off the lot rather than by removing it by excavation. Using low impact procedures, the slab can be broken into easily removable pieces of concrete that will facilitate its removal from the site. Voids found under the slab shall be filled with sand to an elevation 2-6 inches above the surrounding ground elevation.

The concept of operations is a three-step process as outlined below, which consists of private property debris removal, decommissioning of the structure, and demolition/removal of the structure. The Owner will provide the Contractor with a list of structures to be demolished. The Owner provided list will identify whether houses are to be handled and disposed of as C&D or Regulated Asbestos Containing Material (RACM).

Prior to performing the duties outlined below, the Contractor shall contact and inquire as to the feasibility of any excavation activities to be performed by contacting "Call Before You Dig" at 1-800-922-4455.

The Contractor shall remove all eligible debris from around the structure and haul this material to the appropriate disposal site.

The Contractor shall assess and remove all hazardous substances in the structure and haul to the appropriate disposal site.

The Contractor shall demolish the structure and haul the resulting waste streams to the appropriately permitted disposal sites in accordance with the guidance provided in the Disaster Debris Management Plan. *No explosives will be permitted.*

The Contractor shall provide all labor and equipment necessary to complete this work identified in awarded task orders.

Prior to demolition of each structure, the Contractor shall complete the pre-demolition checklist. A photograph and GPS coordinates of each structure to be demolished shall be included on the checklist. An Owner shall approve each checklist prior to the Contractor beginning demolition. General debris generated by the storm including, but not limited to the following shall be removed and appropriately disposed of: vegetative debris (green waste), soils and mud, tree

leaners and hangers, scattered C&D, and stumps that are located on the property, adjacent to the structure to be demolished.

Structures that are determined to be structurally sound by the Contractor shall be decommissioned prior to removal. The decommissioning of a structure shall consist of a hazardous substance assessment and the subsequent removal of any such items found. Anticipated hazardous substance waste streams include, but may not be limited to: household hazardous waste, white goods, electronic waste, special waste, universal waste. While assessment, documentation, and removal of all waste streams during the demolition process is required, ACM handling and removal, and reporting in conformance with CTDEP requirements and Section 61.145(a)(3) of the asbestos NESHAP regulation is essential for compliance and managing risk associated with this work. The Contractor shall complete removal of hazardous substance waste streams in no more than one work day after entry of the structure, unless the contracting officer provides written authorization for increased work durations.

Unsound structures shall not be entered prior to structure removal for decommissioning assessments and removals. During the removal of unsound structures, hazardous substance waste streams and white goods shall be collected from the structure and handled as per the specifications for the particular items elsewhere in this contract. The following sequence shall apply:

1. Wet the structure and partially remove, so remaining structure and/or debris is able enough to allow access by decommissioning crew.
2. Survey the structure and segregate waste.
3. Segregate and remove HHW and white goods. Removal of segregated waste shall be made as per the specifications in this contract and as per the Disaster Debris Management Plan.
4. Complete structure removal of the building as a C&D or RACM waste stream.

The work includes providing all equipment, materials, and labor for disconnecting all utilities, capping water lines, and plugging sewer taps or pipes to septic tanks or sewer systems in accordance with local requirements. Disconnection of all utilities shall be coordinated by the Contractor with the appropriate local service providers. For locating and marking the locations or underground utilities, the Contractor shall call "Call Before You Dig"; telephone number: _____. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. In cases where there are no shut-off valves, excavation is required within the rights-of-way, the excavation shall be limited to the existing Right Of Way (ROW) to the greatest extent feasible, in order to limit unnecessary ground disturbance. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. The Contractor shall take reasonable care and ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping. The Contractor shall be responsible for the repair of utilities damaged as the result of his negligence. The Contractor will not be liable for any preexisting damage to utilities.

Personal property items, such as but not limited to: automobiles, boats, trailers, and recreational vehicles shall be relocated offsite to the nearby right-of-way so as not to interfere with Contractor's demolition operations. The Contractor shall take reasonable care not to damage personal property items while moving them, and shall not be responsible for damages to personal property items being moved, unless such damages are determined to be the result of Contractor's negligent actions. The Contractor is not responsible for storm or related or other pre-existing

damage to personal property. Demolition shall not begin on structures without an Owner or designated representative present. The Contractor shall check the structures immediately prior to demolition to insure that the properties are vacated.

During demolition, decommissioning of structurally unsound structures, and the removal and hauling of associated debris, water shall be used to control dust. A water truck will be required at each demolition site. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of nuisance in the surrounding area. Use of water shall not be allowed to result in, create, hazardous or objectionable conditions such as ice, flooding and pollution.

The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, temporary signage or other approved means shall be provided by the Contractor as needed to comply with the above requirement. Prior to the start of demolition of each structure, the Contractor shall cordon-off the work zone, and ensure that it is effectively delineated to prevent access by unauthorized personnel.

The Contractor shall submit a Contractor Safety Plan. The plan shall address decommission tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommission. The Contractor's safety plan shall address procedures to be used when conditions, such as a high risk of collateral damage to adjacent facilities, excessive danger to work crews, structural instability, etc. will preclude the use of normal demolition procedures or require additional measures to be taken.

The Contractor shall develop a *Decommissioning Plan* for the decommissioning of structures to be demolished, and shall be in accordance with all federal, state, and local regulations. The Plan's components shall address, but not be limited to the following items: decommission inspections; inspector qualifications and training; evaluation of structures for the presence of hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned waste.

A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures.

The Contractor shall submit a daily operation report. A separate operational report is required for each task order/property; one for each crew carrying out a task order. This form must be signed daily by the QAR representative and the Contractor for payment to be made. Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the structures demolished that day including building ID and address. Before and after photographs of all structures demolished shall be submitted for the respective Pre-demolition or Post-demolition checklist.

The Contractor shall provide the following submittal to the State Contracting Officer within 5 days after contract award:

- Contractor Safety Plan
- Contractor Decommissioning Plan
- Contractor Quality Control Plan

Note: No site work shall be permitted until these plans have been approved by the State.

The Contractor shall provide the following submittals as needed:

- Task Order timeline and Schedule of Work per Task Order
- Copies of all required permits and licenses.
- Pre-demolition photographs
- Daily Operation Reports
- Post-demolition photographs

While the Contractor shall implement engineering controls (e.g. wetting) to maintain no visible emissions criteria during demolition, the Contractor shall also manage surface water runoff for compliance with applicable federal, state and municipal requirements. Contractor shall take all measures to minimize impacts to land, water, and air. The Contractor and its sub-Contractors shall incorporate Best Management Practices (BMPs) to manage environmental pollution and resultant impacts arising from demolition activities in performance of this contract. Structures to be demolished will be adequately wetted down immediately prior to and during demolition, and also during the loading of haul trucks prior to hauling debris to approved disposal sites. While trucks hauling RACM shall be lined, all trucks will have their loads covered with tarps during transport.

The Contractor will address potential asbestos containing materials using BMPs to the maximum extent practical, for the purpose of: 1) conformance with NESHAP and 2) removal of appropriate ACM, and 3) classifying the waste stream resulting from demolition as C&D or RACM. The Contractor shall reference the document Guidelines for Catastrophic Emergency Situations Involving Asbestos published by the USEPA, publication number EPA 340/1-92-010, February 1992.

The Contractor shall not remove or disturb any human remains. If human remains are encountered at a site during demolition activities, all work at that site shall be stopped. The Contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local law enforcement
3. Local municipal officials

If the Contractor encounters ammunition, weapons, or explosives on site or during demolition/cleanup activities, all work shall be stopped in the adjacent area. Work may continue in other area on site. The Contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local law enforcement
3. Local municipal officials

If the Contractor encounters animal remains, the remains shall be secured onsite and work may continue. The Contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local municipal officials

If the Contractor encounters valuables, such items shall be secured onsite and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall Contractor employees keep any found items for souvenirs or other uses. The Contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local government officials

Household Hazardous Waste (HHW) during Demolition is excluded from the definition of Hazardous Waste and therefore does not require the same collection of handling procedures as Hazardous Waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

Hazardous and Toxic Wastes (HTW) during Demolition: Assessments of structures to be demolished will have been accomplished by others as part of the Right-of-Entry process. If suspected HTW materials are found by the Contractor, (i.e. – 55 gallon drums containing unknown materials), they shall be immediately identified and reported to the Contracting Officer's representative, so a determination as to the disposition of the material can be made. Contractor personnel who will be handling HTW materials shall be appropriately trained.

Petroleum Products – All storage tanks containing gasoline, diesel, propane or other petrochemical products shall be pumped or drained prior to the tank being moved, in coordination with appropriate Federal, State, and municipal agencies. Portable storage containers (oil cans, gas cans, etc.) containing these products shall be segregated and disposed of in an appropriate manner. Contractor personnel who will be handling petroleum product materials shall be appropriately trained.

E-Waste encountered in the demolition process shall be segregated on site and disposed of in the manner as specified elsewhere in this document. Examples of E-waste include, but are not limited to: computers, Televisions, radios, VCR's stereos, copiers, fax machines, and other common electric products.

Ozone Depleting Substances that are encountered during the demolition process (i.e., white goods containing Freon) shall be handled by the Contractor in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

White goods shall be removed from the structure during demolition and shall be segregated and disposed of in the manner as specified elsewhere in this document.

Eligible debris under this contract consists of Demolition Debris generated from the demolition of structures, and also General Debris such as but not limited to woody debris, soils, and mud, and stumps that were generated by the storm and is located on the property, adjacent to the structure to be demolished.

Debris and rubbish including, but not limited to, trash, metal, and glass, shall be removed from within the footprint of the structure to be demolished. Debris shall be removed and transported in manner that prevents spillage on streets or adjacent areas. State and municipal regulations regarding the transport and disposal of solid waste shall apply.

Load tickets shall be completed for tracking purposes of the removal of demolition debris and tipping fees, and shall include the volume measurements for eligible debris, and shall be provided by the Contractor.

The Contractor shall designate a Contractor Representative (CR) at each project to supervise work in progress. The Contracting Officer will deal directly with the CR for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the Contracting Officer for performance of all work under the contract. The CR shall have full authority to contractually commit the CONTRACTOR for prompt action on all matters pertaining to administration of this contract, and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the Contractor Safety Plan and daily Safety Plan, have the authority to determine for the Contractor when work is ready for government inspection and make decisions for the Contractor on additional performance of work, when necessary.

The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if they are in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following completion of demolition.

Compliance with the provisions of this contract by sub-Contractors will be the responsibility of the Contractor.

The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under this contract. Copies of all permits shall be submitted to the Owner prior to commencement of work under any Task Order. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

In compliance with FEMA low-impact removal guidance, major demolition activities including placement of equipment and debris removal containers shall be confined to areas where soils have been disturbed by construction activities such as site development, construction, surface grading, landscaping, utility trenching, etc. This shall include the use of tracked and/or large-tired equipment to the maximum extent possible in order to minimize the depth of soil disturbance and compaction to a depth of 8' or less. The use of heavy equipment shall be prohibited if excessive sinking or rutting (greater than 8") should occur following rainfall events where the ground becomes saturated. Operations involving the use of heavy equipment shall resume after conditions have improved such that excessive sinking or rutting is no longer a problem.

If the Contractor cannot follow the low-impact demolition removal guidance for a specific structure to be demolished, he will not commence demolition, and shall immediately inform the Owner.

The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the government. The Contractor shall take digital photos of any damages caused by his operations and provide digital copies to the Owner. All loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove the load debris. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor.

Before beginning any demolition work, the Contractor shall visually survey the site to identify any problem areas. The Contractor shall take necessary precautions to avoid damage to adjacent properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as approved by the Contracting Officer, as non-reimbursable expense. The Contractor shall coordinate the work of this section with all other work.

The Contractor shall plan the work to minimize the impact on the neighborhood. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of the federal, state, and local governments or agencies, or of any public utilities.

The State reserves the right to inspect the site, verify quantities and review operations at any time.

Trees outside the project site which might be damaged during demolition shall be left in place, and shall be protected. Any such tree(s) damaged during the work under this Contract or Task Order shall be replaced.

Post-Demolition Cleanup – The Contractor shall remove all signs of temporary construction facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. The area shall be restored to near pre-existing conditions, with the exception of those structures demolished as part of this contract. Restoration to original contours will not be required, unless specifically directed by the Owner of the designated representative. All areas shall, however, be smoothly and evenly dressed.

Upon termination or completion of this Contract or Task Order(s), the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any sub-Contractor, agent or employee.

Any property not removed shall be deemed abandoned by the Owner and any cost incurred by the government in disposal of same shall be withheld from Contractor's final payment due.

**EXHIBIT A9 CLOSE-OUT OF TEMPORARY DEBRIS STORAGE AND REDUCTION
SITE (SOURCE – STATE OF CONNECTICUT, DISASTER
DEBRIS MANAGEMENT PLAN, 2007)**

5.2.5 Site Remediation/Closure Checklist for Temporary Debris Storage and Reduction Sites

The testing and closure of TDSRS will be undertaken in accordance with all requirements of Connecticut statutes and regulations and federal laws. The following broad guidelines apply to the closure of TDSRS:

- Owner/operators of the TDSRS will be responsible for closure of the site in accordance with CTDEP requirements, including environmental sampling, if needed.
- All disaster related debris must be removed by the expiration of the Emergency Authorization and/or General Permit, unless otherwise authorized by CTDEP.
- Mulch and wood chips produced from processing uncontaminated green waste may be left on-site if prior approval is obtained from CTDEP. CTDEP will consider these requests on a case-by-case basis.
- Areas that were only used to stage uncontaminated green waste, or ash from authorized burning of solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).
- Areas that were used to stage mixed debris, or ash from burning mixed debris, will normally require environmental sampling after the debris or ash is removed, unless there is reason to believe that no contamination in the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases).
- Areas that were used to stage household hazardous waste and hazardous waste will require environmental sampling after all material has been removed from the site. These sites may require possible remediation to meet the goals of the State's Remediation Standard Regulations, Regulations of Connecticut State Agencies (RCSA) 22a-133k-1 through 22a-133k-3.
- When sampling of soils and groundwater is needed, it should typically include at least four soil samples and one groundwater sample collected from a monitoring well or direct sampling method in areas showing significant visible staining or areas believed to be impacted by the staged waste or ash. Unless otherwise approved by CTDEP, these samples should normally be analyzed for total RCRA metals, volatile organic compounds and semi-volatile organic compounds using approved EPA methods and CTDEP protocols. CTDEP may also require other approaches to conducting environmental sampling at staging areas on a case-by-case basis, such as requiring that the site meet the criteria of the Remediation Standard Regulations, RCSA Connecticut State Agencies (RCSA) 22a-133k-1 through 22a-133k-3.

5.2.6 Additional Testing Criteria

The following is additional testing criteria that may be required, at the discretion of the Commissioner, under certain debris staging situations:

5.2.6.1 Ash Testing

- All ash piles in mixed debris staging sites should be tested using the Toxicity Characteristic Leaching Procedure. One composite sample from each separate ash pile should be analyzed. A minimum of ten samples taken from different strata within the pile is appropriate to develop the composite sample, and if unacceptable contamination is not found, ash may be transported out-of-state to a permitted landfill or placed in a permitted Connecticut ash landfill.
- If unacceptable levels of contamination are detected, the material should be further evaluated and placed in a permitted ash landfill (if contamination is within permit limits) or a hazardous waste landfill, as appropriate.

5.2.6.2 Soil Testing

- Soils should be tested for the presence of volatile hydrocarbon contamination. Samples should be taken immediately below the surface. This testing should be done if it is suspected that they were hazardous materials, such as oil or diesel fuel spills, dumped on the site. This phase of the testing should be done after the stockpiles are removed from the site.
- If burning is conducted, the entire burn site should be inspected for any areas of discoloration, odor, or obvious problems. Such areas should be identified and restored, as necessary.

5.2.6.3 Groundwater Testing

- Groundwater should be tested on selected sites to determine the probable effects of rainfall leaching through either the stockpile areas or ash areas if burning is conducted. Although every effort must be made to avoid siting TDSRS in areas important for public water supply (section 5.2.3), it is possible that TDSRS could of necessity be sited in areas where the groundwater used for drinking water, whether through public or private drinking water supply wells.
- Runoff from stockpiled debris within the storage areas has the potential to contaminate groundwater. Although the probability of contamination is considered low, testing is needed because of the importance of protecting water quality and assessing consistency with Connecticut's Water Quality Standards, particularly in an area served by private drinking water supply wells.
- Groundwater monitoring wells or temporary sampling points should be placed around the perimeter of the stockpiles (especially for stockpiles of things like white goods, electronics, HHW, etc) that have remained for an extended period of time prior to final disposal, and burn piles, to determine if there is any type of contamination.
- Testing should occur at selected sites after all debris is removed. Results of such testing will be compared to the criteria defined in the Remediation Standard Regulations, RCSA 22a-133k-1 through 22a-133k-3 for the applicable groundwater classification, as defined in the Connecticut's Quality Standards (authorized by the CGS Section 22a-426) and associated water quality classification maps.
- If applicable, results should also be compared to Drinking Water Action Levels as identified by the Drinking Water Section of the DPH.

5.2.6.4 Generic Checklist for Quality Assurance at Closeout

CTDEP presents a generic checklist for Quality Assurance (QA) that should be considered at the close-out of each TDSRS. The Responsible Party for the site is responsible for closure in accordance with all applicable federal, State and local requirements. The generic checklist includes, but is not limited to, the following:

- Lease special conditions met?
- Debris stockpiles removed and disposed?
- Ash pile tested, removed, disposed?
- *Illegally filled or disturbed wetlands* restored and locations noted on appropriate State and municipal maps?
- Chain of custody records complete for the site?
- Location of storage area stockpiles marked on plans?
- Contractor petroleum and HHW spills remediated?
- Perimeter berms leveled and topsoil restored?
- Existing groundwater monitoring wells identified on map, secured and restored?
- Environmental records submitted (contractor groundwater and air quality monitoring if any, chain of custody records for HHW, other state approvals)?
- Site secured wherever stockpiles (chips, tires, etc.) do remain, to discourage illegal dumping?
- All contractor equipment and temporary structures removed?
- Compare baseline data of the temporary site to conditions after the stockpile is removed and the contractor vacates the site.
- Use GPS to locate the sites for future reference needs.

5.2.7 Completing Closeout

CTDEP should be informed in writing when all closure activities at the TDSRS area are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice should include the results of this sampling, unless otherwise approved by CTDEP

EXHIBIT B: PRICE SCHEDULE

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
I.	Project Management	Administrative fee per tiered debris causing event (2,4, 6 mil CY)	N/A	2 million CY	(No Cost)	\$0.00 Lump sum
				4 million CY	(No Cost)	\$0.00 Lump sum
				6 million CY	(No Cost)	\$0.00 Lump sum
II.	Planning Function	N/A	N/A	N/A	At no cost	
III. C.1	Operations: <i>Demolition of Structures</i>	Both CY and Tons per mileage intervals	From public and private property.	0-15 miles	\$25.00 /cy	\$125.00 /tons
				16-30 miles	\$30.00 /cy	\$150.00 /tons
				31-60 miles	\$45.00 /cy	\$225.00 /tons
				61-120 miles	\$55.00 /cy	\$275.00 /tons
				121-220 miles	\$75.00 /cy	\$375.00 /tons
				221-320 miles	\$90.00 /cy	\$450.00 /tons
				321-420 miles	\$110.00 /cy	\$550.00 /tons
				> 421 miles	\$130.00 /cy	\$650.00 /tons
III. D-1.1	Operations: <i>Uncontaminated Green Waste/Vegetative Debris</i>	CY per mileage intervals	From R.O.W.	0-15 miles	\$21.25 /cy	
				16-30 miles	\$30.00 /cy	
				31-60 miles	\$45.00 /cy	
				61-120 miles	\$55.00 /cy	
				121-220 miles	\$75.00 /cy	
				221-320 miles	\$90.00 /cy	
				321-420 miles	\$110.00 /cy	
				> 421 miles	\$130.00 /cy	
			From TDSRS	0-15 miles	\$6.25 /cy	
				16-30 miles	\$8.13 /cy	
				31-60 miles	\$10.63 /cy	
				61-120 miles	\$16.88 /cy	
				121-220 miles	\$23.13 /cy	
				221-320 miles	\$30.00 /cy	
				321-420 miles	\$35.00 /cy	
				> 421 miles	\$55.00 /cy	
II. D-1.1.1	Operations: <i>Removal of Hazardous Limbs (Hangers)</i>	Each	In R.O.W.	N/A	\$195.00/each	

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE		
III. D-1.1.2	Operations: <i>Removal of Hazardous Trees (standing leaners)</i>	Each	In R.O.W.	6"-12" diameter at breast height (DBH)	\$210.00/each		
				> 12"-24" DBH	\$400.00/each		
				> 24.1"-48" DBH	\$685.00/each		
				> 48.1" and greater DBH	\$1,200.00/each		
III. D-1.1.3	Operations: <i>Removal of Fallen Trees</i>	Each	In R.O.W.	N/A	\$400.00/each		
III. D-1.1.4	Operations: <i>Removal of Hazardous Stumps (cutting and transport; suitably backfilled)</i>	CY	In R.O.W.	< 24" diameter	\$23.75/CY		
			From TDSRS	> 24" diameter	\$48.75/CY		
III. D-2.1	Operations: <i>Non-asbestos Containing C&D</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$21.25 /cy	\$106.25 /tons	
				16-30 miles	\$30.00 /cy	\$150.00 /tons	
				31-60 miles	\$45.00 /cy	\$225.00 /tons	
				61-120 miles	\$55.00 /cy	\$275.00 /tons	
				121-220 miles	\$75.00 /cy	\$375.00 /tons	
				221-320 miles	\$90.00 /cy	\$450.00 /tons	
				321-420 miles	\$110.00 /cy	\$550.00 /tons	
				> than 421 miles	\$130.00 /cy	\$650.00 /tons	
			From TDSRS	0-15 miles	\$6.25 /cy	\$31.25 /tons	
				16-30 miles	\$8.13 /cy	\$40.63 /tons	
				31-60 miles	\$10.63 /cy	\$53.13 /tons	
				61-120 miles	\$16.88 /cy	\$84.38 /tons	
				121-220 miles	\$23.13 /cy	\$115.63 /tons	
				221-320 miles	\$30.00 /cy	\$150.00 /tons	
				321-420 miles	\$35.00 /cy	\$175.00 /tons	
				> than 421 miles	\$55.00 /cy	\$275.00 /tons	

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III. D-2.2	Operations: <i>Asbestos Containing C&D</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$23.75 /cy \$118.75 /tons
				16-30 miles	\$30.00 /cy \$150.00 /tons
				31-60 miles	\$45.00 /cy \$225.00 /tons
				61-120 miles	\$55.00 /cy \$275.00 /tons
				121-220 miles	\$75.00 /cy \$375.00 /tons
				221-320 miles	\$90.00 /cy \$450.00 /tons
				321-420 miles	\$110.00 /cy \$550.00 /tons
				> than 421 miles	\$130.00 /cy \$650.00 /tons
			From TDSRS	0-15 miles	\$23.75 /cy \$118.75 /tons
				16-30 miles	\$28.00 /cy \$140.00 /tons
				31-60 miles	\$34.00 /cy \$170.00 /tons
				61-120 miles	\$40.00 /cy \$200.00 /tons
				121-220 miles	\$50.00 /cy \$250.00 /tons
				221-320 miles	\$65.00 /cy \$325.00 /tons
				321-420 miles	\$80.00 /cy \$400.00 /tons
				> than 421 miles	\$110.00 /cy \$550.00 /tons
III. D-3.1	Operations: <i>Electronic Waste</i>	Tons per mileage intervals	From R.O.W.	0-15 miles	\$125.00 /tons
				16-30 miles	\$131.25 /tons
				31-60 miles	\$137.50 /tons
				61-120 miles	\$146.88 /tons
				121-220 miles	\$156.25 /tons
				221-320 miles	\$167.19 /tons
				321-420 miles	\$179.69 /tons
				> than 421 miles	\$193.75 /tons
			From TDSRS	0-15 miles	\$125.00 /tons
				16-30 miles	\$131.25 /tons
				31-60 miles	\$137.50 /tons
				61-120 miles	\$146.88 /tons
				121-220 miles	\$156.25 /tons
				221-320 miles	\$167.19 /tons
				321-420 miles	\$179.69 /tons
				> than 421 miles	\$193.75 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-4.1	Operations: <i>Household Hazardous Waste Handling and Disposal (HHW)</i>	55 gallon drum per mileage intervals	From R.O.W.	0-15 miles	\$281.25 /drum	
				16-30 miles	\$375.00 /drum	
				31-60 miles	\$468.75 /drum	
				61-120 miles	\$562.50 /drum	
				121-220 miles	\$656.25 /drum	
				221-320 miles	\$750.00 /drum	
				321-420 miles	\$843.75 /drum	
				> than 421 miles	\$937.50 /drum	
			From TDSRS	0-15 miles	\$281.25 /drum	
				16-30 miles	\$375.00 /drum	
				31-60 miles	\$468.75 /drum	
				61-120 miles	\$562.50 /drum	
				121-220 miles	\$656.25 /drum	
				221-320 miles	\$750.00 /drum	
				321-420 miles	\$843.75 /drum	
				> than 421 miles	\$937.50 /drum	
III. D-5.1	Operations: <i>Putrescent MSW</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$21.25 /cy	\$106.25 /tons
				16-30 miles	\$30.00 /cy	\$150.00 /tons
				31-60 miles	\$45.00 /cy	\$225.00 /tons
				61-120 miles	\$55.00 /cy	\$275.00 /tons
				121-220 miles	\$75.00 /cy	\$375.00 /tons
				221-320 miles	\$90.00 /cy	\$450.00 /tons
				321-420 miles	\$110.00/cy	\$550.00 /tons
				> than 421 miles	\$130.00/cy	\$650.00 /tons
			From TDSRS	0-15 miles	\$6.25 /cy	\$31.25 /tons
				16-30 miles	\$8.13 /cy	\$40.63 /tons
				31-60 miles	\$10.63 /cy	\$53.13 /tons
				61-120 miles	\$16.88 /cy	\$84.38 /tons
				121-220 miles	\$23.13 /cy	\$115.63 /tons
				221-320 miles	\$30.00 /cy	\$150.00 /tons
				321-420 miles	\$35.00 /cy	\$175.00 /tons
				> than 421miles	\$55.00 /cy	\$275.00 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-6.1	Operations: <i>Collection and Final Recycling / Disposal of White Goods</i>	Each per mileage intervals	From R.O.W.	0-15 miles	\$55.00 /each	
				16-30 miles	\$65.00 /each	
				31-60 miles	\$80.00 /each	
				61-120 miles	\$95.00 /each	
				121-220 miles	\$105.00 /each	
				221-320 miles	\$120.00 /each	
				321-420 miles	\$140.00 /each	
				> than 421 miles	\$165.00 /each	
			From TDSRS	0-15 miles	\$40.00 /each	
				16-30 miles	\$55.00 /each	
				31-60 miles	\$65.00 /each	
				61-120 miles	\$80.00 /each	
				121-220 miles	\$95.00 /each	
				221-320 miles	\$110.00 /each	
				321-420 miles	\$125.00 /each	
				> than 421 miles	\$140.00 /each	
III. D-6.2	Operations: <i>Removal and Disposal of Freon from White Goods</i>	Each	At TDSRS	N/A	\$81.25 /each	
III. D-7.1	Operations: <i>Aggregate-Clean</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$21.25 /cy	\$106.25 /tons
				16-30 miles	\$30.00 /cy	\$150.00 /tons
				31-60 miles	\$45.00 /cy	\$225.00 /tons
				61-120 miles	\$55.00 /cy	\$275.00 /tons
				121-220 miles	\$75.00 /cy	\$375.00 /tons
				221-320 miles	\$90.00 /cy	\$450.00 /tons
				321-420 miles	\$110.00 /cy	\$550.00 /tons
				> than 421 miles	\$130.00 /cy	\$650.00 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-7.1 (continued)	Operations: <i>Aggregate-Clean</i>	Both CY and Tons per mileage intervals	From TDSRS	0-15 miles	\$6.25 /cy	\$31.25 /tons
				16-30 miles	\$8.13 /cy	\$40.63 /tons
				31-60 miles	\$10.63 /cy	\$53.13 /tons
				61-120 miles	\$16.88 /cy	\$84.38 /tons
				121-220 miles	\$23.13 /cy	\$115.63 /tons
				221-320 miles	\$30.00 /cy	\$150.00 /tons
				321-420 miles	\$35.00 /cy	\$175.00 /tons
				> than 421 miles	\$55.00 /cy	\$275.00 /tons
III. D-7.2	Operations: <i>Aggregate-Contaminated</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$23.75 /cy	\$118.75 /tons
				16-30 miles	\$30.00 /cy	\$150.00 /tons
				31-60 miles	\$45.00 /cy	\$225.00 /tons
				61-120 miles	\$55.00 /cy	\$275.00 /tons
				121-220 miles	\$75.00 /cy	\$375.00 /tons
				221-320 miles	\$90.00 /cy	\$450.00 /tons
				321-420 miles	\$110.00 /cy	\$550.00 /tons
				> than 421 miles	\$130.00 /cy	\$650.00 /tons
			From TDSRS	0-15 miles	\$8.75 /cy	\$43.75 /tons
				16-30 miles	\$10.63 /cy	\$53.13 /tons
				31-60 miles	\$13.13 /cy	\$65.63 /tons
				61-120 miles	\$19.38 /cy	\$96.88 /tons
				121-220 miles	\$25.63 /cy	\$128.13 /tons
				221-320 miles	\$32.50 /cy	\$162.50 /tons
				321-420 miles	\$37.50 /cy	\$187.50 /tons
				> than 421 miles	\$55.00 /cy	\$275.00 /tons
III. D-8.1	Operations: <i>Animal Carcasses</i>	Collection/loading costs and transportation costs are based on tons per “fully loaded mile” per mileage interval	From R.O.W. to final disposal	0-15 miles	\$150.00 /ton	
				16-30 miles	\$200.00 /ton	
				31-60 miles	\$250.00 /ton	
				61-120 miles	\$300.00 /ton	
				121-220 miles	\$350.00 /ton	
				221-320 miles	\$425.00 /ton	
				321-420 miles	\$475.00 /ton	
				> than 421 miles	\$550.00 /ton	

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-9.1	Operations: <i>Soil, Silt, Sediment and Sand - Uncontaminated</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$20.00 /cy	\$100.00 /tons
				16-30 miles	\$30.00 /cy	\$150.00 /tons
				31-60 miles	\$45.00 /cy	\$225.00 /tons
				61-120 miles	\$55.00 /cy	\$275.00 /tons
				121-220 miles	\$75.00 /cy	\$375.00 /tons
				221-320 miles	\$90.00 /cy	\$450.00 /tons
				321-420 miles	\$110.00/cy	\$550.00 /tons
				> than 421 miles	\$130.00/cy	\$650.00 /tons
			From TDSRS	0-15 miles	\$5.00 /cy	\$25.00 /tons
				16-30 miles	\$6.50 /cy	\$32.50 /tons
				31-60 miles	\$8.50 /cy	\$42.50 /tons
				61-120 miles	\$13.50 /cy	\$67.50 /tons
				121-220 miles	\$18.50 /cy	\$92.50 /tons
				221-320 miles	\$24.00 /cy	\$120.00/tons
				321-420 miles	\$28.00 /cy	\$140.00/tons
				> than 421 miles	\$55.00 /cy	\$275.00/tons
III. D-9.2	Operations: <i>Soil, Silt, Sediment and Sand - Contaminated</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$25.00 /cy	\$125.00/tons
				16-30 miles	\$35.00 /cy	\$175.00/tons
				31-60 miles	\$48.00 /cy	\$240.00/tons
				61-120 miles	\$58.00 /cy	\$290.00/tons
				121-220 miles	\$78.00 /cy	\$390.00/tons
				221-320 miles	\$95.00 /cy	\$475.00/tons
				321-420 miles	\$115.00/cy	\$575.00/tons
				> than 421 miles	\$138.00/cy	\$690.00/tons
			From TDSRS	0-15 miles	\$5.00 /cy	\$25.00 /tons
				16-30 miles	\$6.50 /cy	\$32.50 /tons
				31-60 miles	\$8.50 /cy	\$42.50 /tons
				61-120 miles	\$13.50 /cy	\$67.50 /tons
				121-220 miles	\$18.50 /cy	\$92.50 /tons
				221-320 miles	\$24.00 /cy	\$120.00/tons
				321-420 miles	\$28.00 /cy	\$140.00/tons
				> than 421 miles	\$60.00 /cy	\$300.00/tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
D-9.3	Operations: <i>Contaminated Sand bags</i>	Both CY and Tons per mileage intervals	From ROW	0-15 miles	\$20.00 /cy	\$100.00/tons
				16-30 miles	\$30.00 /cy	\$150.00/tons
				31-60 miles	\$45.00 /cy	\$225.00/tons
				61-120 miles	\$55.00 /cy	\$275.00/tons
				121-220 miles	\$75.00 /cy	\$375.00/tons
				221-320 miles	\$90.00 /cy	\$450.00/tons
				321-420 miles	\$110.00 /cy	\$550.00/tons
				> than 421 miles	\$130.00 /cy	\$650.00/tons
			From TDSRS	0-15 miles	\$5.00 /cy	\$25.00 /tons
				16-30 miles	\$6.50 /cy	\$32.50 /tons
				31-60 miles	\$8.50 /cy	\$42.50 /tons
				61-120 miles	\$13.50 /cy	\$67.50 /tons
				121-220 miles	\$18.50 /cy	\$92.50 /tons
				221-320 miles	\$24.00 /cy	\$120.00/tons
				321-420 miles	\$28.00 /cy	\$140.00/tons
				> than 421 miles	\$60.00 /cy	\$300.00/tons
III. D-10.1	Operations: <i>Hazardous Waste Handling and Disposal</i>	55 gallon drum per mileage intervals	From R.O.W.	0-15 miles	\$593.75	/55 gallon drum
				16-30 miles	\$687.50	/55 gallon drum
				31-60 miles	\$781.25	/55 gallon drum
				61-120 miles	\$875.00	/55 gallon drum
				121-220 miles	\$968.75	/55 gallon drum
				221-320 miles	\$1,062.50	/55 gallon drum
				321-420 miles	\$1,156.25	/55 gallon drum
				> than 421 miles	\$1,250.00	/55 gallon drum
			From TDSRS	0-15 miles	\$593.75	/55 gallon drum
				16-30 miles	\$687.50	/55 gallon drum
				31-60 miles	\$781.25	/55 gallon drum
				61-120 miles	\$875.00	/55 gallon drum
				121-220 miles	\$968.75	/55 gallon drum
				221-320 miles	\$1,062.50	/55 gallon drum
				321-420 miles	\$1,156.25	/55 gallon drum
				> than 421 miles	\$1,250.00	/55 gallon drum

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-11.1	Operations: <i>Scrap metal</i>	Both CY or Tons per mileage intervals	From R.O.W.	0-15 miles	\$21.25 /cy	\$106.25/tons
				16-30 miles	\$30.00 /cy	\$150.00/tons
				31-60 miles	\$45.00 /cy	\$225.00/tons
				61-120 miles	\$55.00 /cy	\$275.00/tons
				121-220 miles	\$75.00 /cy	\$375.00/tons
				221-320 miles	\$90.00 /cy	\$450.00/tons
				321-420 miles	\$110.00/cy	\$550.00/tons
				> than 421 miles	\$130.00/cy	\$650.00/tons
			From TDSRS	0-15 miles	\$6.25 /cy	\$31.25 /tons
				16-30 miles	\$8.13 /cy	\$40.63 /tons
				31-60 miles	\$10.63 /cy	\$53.13 /tons
				61-120 miles	\$16.88 /cy	\$84.38 /tons
				121-220 miles	\$23.13 /cy	\$115.63/tons
				221-320 miles	\$30.00 /cy	\$150.00/tons
				321-420 miles	\$35.00 /cy	\$175.00/tons
				> than 421 miles	\$55.00 /cy	\$275.00/tons
III. D-12.1	Operations: <i>Sunken Vessel Removal</i>	Each vessel/size (Recreational boats – sail boats and power boats; range in size from approximately 12’ to 43’) per mileage interval	From R.O.W.	0-15 miles	See attached schedule, D-12.1 each	
				16-30 miles	See attached schedule, D-12.1 each	
				31-60 miles	See attached schedule, D-12.1 each	
				61-120 miles	See attached schedule, D-12.1 each	
				121-220 miles	See attached schedule, D-12.1 each	
			From Aggregation Sites	0-15 miles	See attached schedule, D-12.1 each	
				16-30 miles	See attached schedule, D-12.1 each	
				31-60 miles	See attached schedule, D-12.1 each	
				61-120 miles	See attached schedule, D-12.1 each	
				121-220 miles	See attached schedule, D-12.1 each	
D.13.1	Operations: <i>Municipal Utilities and Non-Utility Entities (Private)</i>	CY or 55 gallons per mileage intervals per mileage interval	Public and Private Property	0-15 miles	\$23.75 /cy	\$593.75 /55 gal.
				16-30 miles	\$30.00 /cy	\$687.50 /55 gal.
				31-60 miles	\$45.00 /cy	\$781.25 /55 gal.
				61-120 miles	\$55.00 /cy	\$875.00 /55 gal.
				121-220 miles	\$75.00 /cy	\$968.75 /55 gal.
				221-320 miles	\$90.00 /cy	\$1,062.50 /55 gal.
				321-420 miles	\$110.00/cy	\$1,156.25 /55 gal.
				> than 421 miles	\$130.00/cy	\$1,250.00 /55 gal.

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III. D-14.1	Operations: <i>Wrecker Services for Stray and Abandoned Vehicle (Towing)</i>	Each vehicle (Cars, light trucks, trucks, tractor trailers) per mileage intervals	From R.O.W.	0-15 miles	\$250.00 each
				16-30 miles	\$325.00 each
				31-60 miles	\$400.00 each
				61-120 miles	\$475.00 each
				121-220 miles	\$550.00 each
				221-320 miles	\$625.00 each
				321-420 miles	\$725.00 each
				> than 421 miles	\$825.00 each
			From Aggregation Sites	0-15 miles	\$250.00 each
				16-30 miles	\$325.00 each
				31-60 miles	\$400.00 each
				61-120 miles	\$475.00 each
				121-220 miles	\$550.00 each
				221-320 miles	\$625.00 each
				321-420 miles	\$725.00 each
				> than 421 miles	\$825.00 each
III.D-15.1	Operations: <i>Recovery of Stray and Abandoned Vessels</i>	Each vessel/size (Recreational boats – sail boats and power boats; range in size from approximately 12’ to 43’) per mileage intervals	From R.O.W.	0-15 miles	See attached schedule, D-15.1 each
				16-30 miles	See attached schedule, D-15.1 each
				31-60 miles	See attached schedule, D-15.1 each
				61-120 miles	See attached schedule, D-15.1 each
				121-220 miles	See attached schedule, D-15.1 each
				221-320 miles	See attached schedule, D-15.1 each
				321-420 miles	See attached schedule, D-15.1 each
				> than 421 miles	See attached schedule, D-15.1 each
			From Aggregation Point	0-15 miles	See attached schedule, D-15.1 each
				16-30 miles	See attached schedule, D-15.1 each
				31-60 miles	See attached schedule, D-15.1 each
				61-120 miles	See attached schedule, D-15.1 each
				121-220 miles	See attached schedule, D-15.1 each
				221-320 miles	See attached schedule, D-15.1 each
				321-420 miles	See attached schedule, D-15.1 each
				> than 421 miles	See attached schedule, D-15.1 each

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III E-1.1 through E-1.5	<i>Temporary Debris Storage and Reduction Sites (TDSRS)</i>	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	\$12,030,000.00 Lump Sum per ea. site
				4 million cy	\$24,030,000.00 Lump Sum per ea. site
				6 million cy	\$36,030,000.00 Lump Sum per ea. site
III E-2.1 through E-2.5	<i>Vehicle Aggregation Sites</i>	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	\$6,015,000.00 Lump Sum per ea. site
				4 million cy	\$12,015,000.00 Lump Sum per ea. site
				6 million cy	\$18,015,000.00 Lump Sum per ea. site
III E-3.1 through E-3.6	<i>Vessel Aggregation Sites</i>	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	\$6,015,000.00 Lump Sum per ea. site
				4 million cy	\$12,015,000.00 Lump Sum per ea. site
				6 million cy	\$18,015,000.00 Lump Sum per ea. site

08PSX0027 Exhibit B 1 - Price Schedule Supplement

D-12.1

Marine Based

Operations: Sunken Vessel Removal

From ROW

0-15 miles	Less than 20 feet	Per Linear Foot	\$218.75
	20 to 25 feet		\$315.00
	25 to 30 feet		\$481.25
	Greater than 30 feet		By Case
16-30 miles	Less than 20 feet	Per Linear Foot	\$273.44
	20 to 25 feet		\$393.75
	25 to 30 feet		\$601.56
	Greater than 30 feet		By Case
31-60 miles	Less than 20 feet	Per Linear Foot	\$341.80
	20 to 25 feet		\$492.19
	25 to 30 feet		\$751.95
	Greater than 30 feet		By Case
61-120 miles	Less than 20 feet	Per Linear Foot	\$427.25
	20 to 25 feet		\$615.23
	25 to 30 feet		\$939.94
	Greater than 30 feet		By Case
121-220 miles	Less than 20 feet	Per Linear Foot	\$534.06
	20 to 25 feet		\$769.04
	25 to 30 feet		\$1,174.93
	Greater than 30 feet		By Case

From Aggregation Site

0-15 miles	Less than 20 feet	Per Linear Foot	\$218.75
	20 to 25 feet		\$315.00
	25 to 30 feet		\$481.25
	Greater than 30 feet		By Case
16-30 miles	Less than 20 feet	Per Linear Foot	\$273.44
	20 to 25 feet		\$393.75
	25 to 30 feet		\$601.56
	Greater than 30 feet		By Case
31-60 miles	Less than 20 feet	Per Linear Foot	\$341.80
	20 to 25 feet		\$492.19
	25 to 30 feet		\$751.95
	Greater than 30 feet		By Case
61-120 miles	Less than 20 feet	Per Linear Foot	\$427.25
	20 to 25 feet		\$615.23
	25 to 30 feet		\$939.94
	Greater than 30 feet		By Case
121-220 miles	Less than 20 feet	Per Linear Foot	\$491.33
	20 to 25 feet		\$707.52
	25 to 30 feet		\$1,080.93
	Greater than 30 feet		By Case

D-15.1

Land Based

Operations: Recovery of Stray and Abandoned Vessels

From ROW

0-15 miles	Less than 20 feet	Per Linear Foot	\$203.13
	20 to 25 feet		\$292.50
	25 to 30 feet		\$446.88
	Greater than 30 feet		By Case
16-30 miles	Less than 20 feet	Per Linear Foot	\$253.91
	20 to 25 feet		\$365.63
	25 to 30 feet		\$558.59
	Greater than 30 feet		By Case
31-60 miles	Less than 20 feet	Per Linear Foot	\$317.38
	20 to 25 feet		\$457.03
	25 to 30 feet		\$698.24
	Greater than 30 feet		By Case
61-120 miles	Less than 20 feet	Per Linear Foot	\$396.73
	20 to 25 feet		\$571.29
	25 to 30 feet		\$872.80
	Greater than 30 feet		By Case
121-220 miles	Less than 20 feet	Per Linear Foot	\$495.91
	20 to 25 feet		\$714.11
	25 to 30 feet		\$1,091.00
	Greater than 30 feet		By Case
221-320 miles	Less than 20 feet	Per Linear Foot	\$619.89
	20 to 25 feet		\$892.64
	25 to 30 feet		\$1,363.75
	Greater than 30 feet		By Case
321-420 miles	Less than 20 feet	Per Linear Foot	\$774.86
	20 to 25 feet		\$1,115.80
	25 to 30 feet		\$1,704.69
	Greater than 30 feet		By Case
> than 421 miles	Less than 20 feet	Per Linear Foot	\$968.58
	20 to 25 feet		\$1,394.75
	25 to 30 feet		\$2,130.87
	Greater than 30 feet		By Case

From Aggregation Site

0-15 miles	Less than 20 feet	Per Linear Foot	\$203.13
	20 to 25 feet		\$292.50
	25 to 30 feet		\$446.88
	Greater than 30 feet		By Case
16-30 miles	Less than 20 feet	Per Linear Foot	\$253.91
	20 to 25 feet		\$365.63
	25 to 30 feet		\$558.59
	Greater than 30 feet		By Case
31-60 miles	Less than 20 feet	Per Linear Foot	\$317.38
	20 to 25 feet		\$457.03
	25 to 30 feet		\$698.24
	Greater than 30 feet		By Case
61-120 miles	Less than 20 feet	Per Linear Foot	\$396.73
	20 to 25 feet		\$571.29
	25 to 30 feet		\$872.80
	Greater than 30 feet		By Case
121-220 miles	Less than 20 feet	Per Linear Foot	\$495.91
	20 to 25 feet		\$714.11
	25 to 30 feet		\$1,091.00
	Greater than 30 feet		By Case
221-320 miles	Less than 20 feet	Per Linear Foot	\$619.89
	20 to 25 feet		\$892.64
	25 to 30 feet		\$1,363.75
	Greater than 30 feet		By Case
321-420 miles	Less than 20 feet	Per Linear Foot	\$774.86
	20 to 25 feet		\$1,115.80
	25 to 30 feet		\$1,704.69
	Greater than 30 feet		By Case
> than 421 miles	Less than 20 feet	Per Linear Foot	\$968.58
	20 to 25 feet		\$1,394.75
	25 to 30 feet		\$2,130.87
	Greater than 30 feet		By Case

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price

08PSX0027 Exhibit B 2 Supplemental Price Schedule

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator, fuel, maintenance included)			
Skid-Steer Loader (Mini-Loader)	Bobcat	Hour	\$87.50
Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416	Hour	\$118.75
Backhoe, Extend-a-hoe	Caterpillar	Hour	\$137.50
Wheel Loaders, 2.5 CY	Cat 950	Hour	\$150.00
Wheel Loaders, 3.5-4.0 CY	Cat 966	Hour	\$175.00
Wheel Loaders, 4.5 CY	Cat 980	Hour	\$200.00
Tracked Loader	Cat 955	Hour	\$168.75
Towed Loader w/ Tractor	Prentice 210	Hour	\$175.00
Knuckleboom Loader Truck (Self-Loading)	25-35 CY Body	Hour	\$168.75
Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	\$206.25
Dozer	Cat D4	Hour	\$118.75
Dozer	Cat D5	Hour	\$131.25
Dozer	Cat D6	Hour	\$150.00
Dozer	Cat D7	Hour	\$181.25
Dozer	Cat D8	Hour	\$212.50
Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$143.75
Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$162.50
Hydraulic Excavators, 3.5> CY	Cat 330	Hour	\$187.50
Tractor w/ Box Blade	80 Hp	Hour	\$62.50
Motor Grader	Cat 120G	Hour	\$150.00
30 Ton Crane	30 Ton	Hour	\$243.75
50 Ton Crane	50 Ton	Hour	\$312.50
100 Ton Crane (8 hr minimum)	100 Ton	Hour	\$593.75
Bucket Truck	Up to 50' reach	Hour	\$168.75
Bucket Truck	50' to 75' reach	Hour	\$187.50
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$156.25
Mechanized Broom	Street Sweeper	Hour	\$93.75
Water Truck	2000 Gallon	Hour	\$106.25
Service Truck	N/A	Hour	\$87.50
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	\$93.75
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	\$87.50
Soil Compactor, Towed Unit	Wacker	Hour	\$27.50
Stump Grinder	Vermeer 252	Hour	\$106.25
Stump Grinder	Vermeer 752	Hour	\$150.00
Stump Grinder	Vermeer 60TX	Hour	\$168.75
Chipper w/ 2 man crew	Morbark Storm	Hour	\$156.25
12-Foot Tub Grinder	Morbark 1200	Hour	\$493.75
13-Foot Tub Grinder	Morbark 1300	Hour	\$568.75
14-Foot Tub Grinder	Diamond Z 1463	Hour	\$618.75
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$68.75
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$112.50
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	\$150.00
Truck Mounted Winch	Tow Truck	Hour	\$112.50
Log Skidder	Cat 518	Hour	\$143.75
Waste Collection Rear Loader Truck	N/A	Hour	\$168.75
Vacuum Truck/Jetter	3500 Gallon	Hour	\$468.75
Crash Truck w/Impace Attenuator	N/A	Hour	\$131.25
Hauling Vehicles (Operator, fuel, maintenance included)			
Dump Truck	5 to 15 CY	Hour	\$68.75
Dump Truck	16 to 24 CY	Hour	\$87.50

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price

08PSX0027 Exhibit B 2 Supplemental Price Schedule

Service Description	Size or Type	Unit	Unit Price
Dump Truck	25 to 34 CY	Hour	\$93.75
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$100.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$106.25
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$118.75
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$131.25
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$143.75
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$156.25
Transportation Vehicles (Operator, fuel, maintenance included)			
Pickup Truck	1/2 Ton	Hour	\$150.00
Pickup Truck, Extended Cab	3/4 Ton, Ext. Cab	Hour	\$175.00
Pikup Truck, 4x4	4x4	Hour	\$187.50
Pickup Truck	1 Ton	Hour	\$193.75
Box Truck	3/4 Ton	Hour	\$275.00
Passenger Car	Full size	Hour	\$137.50
20' Response Trailer	20 Foot	Hour	\$243.75
36' Response Trailer	36 Foot	Hour	\$293.75
Flatbed Trailer	GWV to 450	Hour	\$156.25
Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)			
Pickup Truck	1/2 Ton	Day	\$81.25
Pickup Truck	3/4 Ton	Day	\$93.75
Pickup Truck	1 Ton	Day	\$118.75
Box Truck	3/4 Ton	Day	\$125.00
Utility Van	3/4 Ton	Day	\$87.50
Passenger Van	9 Passenger	Day	\$106.25
Passenger Car	Full size	Day	\$72.50
Response Trailer	20-30 Foot	Day	\$168.75
Personnel			
Project Operations Manager	Individual	Hour	\$137.50
Project Supervisor with Cell/Truck	Individual	Hour	\$93.75
Superintendent with Cell/Truck	Individual	Hour	\$87.50
Foreman with Cell/Truck	Individual	Hour	\$75.00
Inspector with Cell/Vehicle	Individual	Hour	\$53.13
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$93.75
Safety Superintendent	Individual	Hour	\$62.50
Mechanic with Truck and Tools	Individual	Hour	\$100.00
Climber with Gear	Individual	Hour	\$106.25
Labor/Operator with Chainsaw	Individual	Hour	\$50.00
Laborer with Tools	Individual	Hour	\$43.75
Traffic Control Personnel	Individual	Hour	\$43.75
Ticket Writers	Individual	Hour	\$50.00
Survey Personnel with Vehicle	Individual	Hour	\$50.00
Project Engineer	Individual	Hour	\$93.75
Equipment Operator	Individual	Hour	\$68.75
Truck Driver	Individual	Hour	\$56.25
Administrative Assistant	Individual	Hour	\$53.13
Clerical	Individual	Hour	\$50.00
Marine Resources (Fuel, maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$7,875.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	\$8,750.00
33' Fast Barge with Winch	Crew of 2	Day	\$5,250.00
14' Utility Boat with Motor (Work Boat)	With Crew	Day	\$2,100.00

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price

08PSX0027 Exhibit B 2 Supplemental Price Schedule

Service Description	Size or Type	Unit	Unit Price
12' Utility Boat with Motor (Work Boat)	With Crew	Day	\$1,400.00
12' Utility Boat without Motor (Work Boat)	With Crew	Day	\$1,050.00
Tank Diver with Gear	Individual	Hour	\$210.00
Hardhat Diver with Gear	Individual	Hour	\$875.00
Scuba Bottle Refill (Air)	80	Each	\$21.25
Air Pump with multi breathing lines	Brownie Lung	Day	\$700.00
<i>Miscellaneous Equipment/Items</i> (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	\$181.25
Office Trailer	40 Foot	Day	\$193.75
Storage Container	40 Foot	Day	\$118.75
Portable Eyewash Station	OSHA Spec	Day	\$43.75
First Aid Station	OSHA Spec	Day	\$156.25
Portable Toilet (Port a John)	Single	Week	\$262.50
Observation Tower	USACE Spec	Each	\$4,375.00

CONTRACT AWARD
RFP-38 Rev. 4/08
Prev. Rev. 5/07

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

Paul Greco
Contract Specialist

(860) 713-5189
Telephone Number

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:
08PSX0027

Contract Award Date:

August 20, 2008

RFP Due Date:

1 April 2008

CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: **Disaster Debris Management Services**

FOR: The State of Connecticut Dept. of Emergency Management & Homeland Security and the CT Dept. of Administrative Services

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
August 20, 2008 through June 30, 2011

AGENCY REQUISITION NUMBER: DAS

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		Est. \$50,000,000.00	Est. \$50,000,000.00

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **Phillips and Jordan, Inc.**

Company Address: **191 P and J Road P.O. Drawer 604 Robbinsville NC 28771**

Tel. No.: **828-479-3371**

Fax No.: **828-479-3010**

Contract Value: **Est. \$ 50,000,000.00**

Contact Person: **Mike Harwood**

Delivery: **As declared**

Contact Person Address: **same**

Company E-mail Address and/or Company Web Site mharwood@pandj.com www.pandj.com

Remittance Address: **Same**

Certification Type (SBE, MBE, WBE or None): **none**

Terms: **Net 45 Days**

APPROVED

MARTIN W. ANDERSON Ph.D
DAS Deputy Commissioner

APPROVED

PAUL GRECO
DAS Contract Specialist

(Original Signatures on Document in Procurement Files)

CONTRACT
08PSX0027

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Phillips and Jordan, Inc.

FOR DISASTER DEBRIS MANAGEMENT SERVICES

August 20, 2008

This Contract (the “Contract”) is made as of the 20th day of August, in the year 2008, by and between, Phillips and Jordon, Inc. (the “Contractor,”) with a principal place of business at 6621 Wilbanks Road, Knoxville, TN 37912, acting by Mr. Dudley Orr, its Vice President and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Paul Greco, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: Department of Emergency Management and Homeland Security.
 - (d) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
 - (e) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (f) Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (g) Day: All calendar days whereas emergency services are required. For billing purposes, Day is all calendar days other than Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit(s) A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit(s) A.
 - (l) Proposal: A Proposer's submittal in response to a Request for Proposals.
 - (m) Proposer Parties: A Proposer's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.
 - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit(s) A.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from August 20th through June 30, 2011. The parties may extend this Contract, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit(s) A. For purposes of this Contract, to perform and the performance in Exhibit(s) A is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit(s) B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-

60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Agency may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the Agency or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
 - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the Agency’s part, in the Agency and the State of Connecticut to use or dispose of the Rejected Goods and Contractor Property, in the Agency’s sole discretion, as if the Rejected Goods and Contractor Property were the Agency’s or State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the Agency or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Agency shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the Agency and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Agency and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary

authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the Agency may require to evidence, in the Agency's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit(s) A and at the prices set forth in Exhibit(s) B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit(s) B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
7. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
8. Termination, Cancellation and Expiration.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Proposer to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate

or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) In the case of any Termination or Cancellation, the Client Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit(s) A, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to the Client Agency, or any replacement contractor which DAS designates, all subcontracts, purchase orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as DAS may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Reserved

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit(s) B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and

construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit(s) B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Agency requirements, particularly the Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the

State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.

- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS and the Client Agency, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract do not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;

- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (t) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
 - (u) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (v) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (w) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
 - (x) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (z) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (bb) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or

cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibit(s)s. All Exhibit(s)s referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of

Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise,

- (2) who have the power to direct the management and policies of the enterprise and
- (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;
 - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

- (h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
33. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

34. Whistleblowing. This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any

employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Paul Greco

If to the Contractor:

Phillips and Jordan, Inc.
191 P and J Road,
P.O. Box 604
Robbinsville, NC 28771
Attention: Mr. Mike Harwood

36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired

and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

- (c) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(d)

- 37. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

- 38. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

- 39. **Parties.** To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."

- 40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

- (a) its certificate of incorporation or other organizational document;
- (b) more than a controlling interest in the ownership of the Contractor; or
- (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

- 41. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those

provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Client Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the Client Agency's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
 - (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

48. Confidential Information. The State will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
 - (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit(s) C, SEEC Form 11.
57. Health Insurance Portability and Accountability Act.
- (a) This Section may or may not apply to the Client Agency and/or DAS. If an appropriate party or entity determines that it does apply to the Client Agency, then for purposes of this Section the following definitions shall apply:
- (1) "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean DAS, the Client Agency or both, as applicable.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

- (4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Section of this Contract, in its entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (c) The Contractor and the Client Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
 - (d) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.
 - (e) The Contractor, on behalf of the Client Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103.
 - (f) The Contractor is a "business associate" of the Client Agency, as that term is defined in 45 C.F.R. § 160.103.
 - (g) Obligations and Activities of Business Associates
 - (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.

- (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
 - (6) Business Associate shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate shall make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by them.
 - (9) Business Associate shall make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 10 of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.
- (h) Permitted Uses and Disclosure by Business Associate
- (1) General Use and Disclosure. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure.

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations Of Covered Entity

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for Data Aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination

- (1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

(A) Effect of Termination, Cancellation and Expiration

Except as provided above, upon Termination, Cancellation or Expiration of this

Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(I) Miscellaneous Provisions

- (1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Phillips and Jordan, Inc.

STATE OF CONNECTICUT
Department Of Administrative Services

By: _____

By: _____

Dudley Orr

Martin W. Anderson, Ph.D

Print or Type Name

Print or Type Name

Title: Vice President

Title: DAS Deputy Commissioner

Date: _____

Date: _____

EXHIBIT(S) C
SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the

executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

**CT DAS CONTRACT AWARD 08PSX0027
DISASTER DEBRIS MANAGEMENT OPERATIONS FOR
EMERGENCY RESPONSE AND RECOVERY**

EXHIBIT A

Introduction

This contract is for the purposes of securing services for efficiently removing large volumes of disaster-generated debris from areas of the State of Connecticut as necessary, in a timely and cost-effective manner and lawfully managing the recycling and disposal of the debris following a natural disaster or destructive event.

The State intends that this award will provide for emergency roadway and right-of-way debris clearance and for debris removal and disposal that will be activated on an as needed basis at the discretion of the State. The State will assume ownership of the debris upon the collection and removal from rights-of-way or public property.

The State of Connecticut is divided into five Assigned Debris Control Zones, as defined by the State of Connecticut's Department of Emergency Management and Homeland Security. In the event the State's municipalities cannot effectively manage debris removal in their own geographical territories, the State may provide assistance to the local government through this contract. The State will be the named Public Assistance Applicant for Federal assistance in all cases.

The State will be seeking to qualify under the Federal Emergency Management Agency's Public Assistance (PA) Pilot Program so as to be in a position to benefit from the incentives offered under this Federal Program.

During a disaster debris clean-up effort, an effective coordinated operation under a unified command will be required between the PA Applicant (State) and FEMA to ensure that debris removal operations are efficient, effective, and comply with eligibility criteria for FEMA PA funding.

Connecticut's Approach to Debris Management: The State has two primary documents that cover natural disasters and related response and operations:

- (1) The State Natural Disaster Plan, 2006
- (2) The State Disaster Debris Management Plan, 2007 draft which is an annex to the *State Natural Disaster Plan*. A final Debris Management Plan is expected to be approved by Summer 2008. Strategies for the cleanup of debris are presented in both of these Plans. Awarded Contractors are expected to be familiar with these documents and have a thorough understanding of each. www.ct.gov/demhs and www.ct.gov/dep

As a result of Connecticut's limited landfill capacity, the following strategies are incorporated into Connecticut's debris management planning:

- Divert as much material from disposal as possible through recycling, composting and other legitimate diversion options;
- Utilize volume reduction techniques to improve debris management efficiencies and minimize impacts on landfill capacities.
- Use Connecticut's solid waste management infrastructure as efficiently as possible;
- Rely on permitted Transfer Stations to transfer waste that cannot be diverted from disposal to waste handling facilities outside of Connecticut for disposal;
- Rely on permitted Volume Reduction Facilities to reduce and transfer waste that cannot be diverted from disposal to waste handling facilities outside of Connecticut for disposal;
- Consider alternative technologies for managing portions of the debris waste stream, in-state or out-of-state, such as biomass facilities; and
- Use approved Temporary Debris Storage and Reduction Sites (TDSRS) for processing debris for recycling and disposal.

Debris cleanup will be based on recycling and material separation at the point of initial pickup to the extent possible, with additional segregation occurring at a TDSRS. Recycling of debris removed by the Contractor to the greatest extent practicable is expected. This approach will be used in order to minimize disposal and reduce potential threats to human health and safety. The goal will be to maximize potential beneficial reuse processing and recycling options. This is consistent with the State's statutory waste management hierarchy where source reduction and recycling are highest priority, as well as being consistent with the state mandated recycling laws. Refer to the State Solid Waste Management Plan, December 2006, www.ct.gov/dep/swmp, for more information on Connecticut's solid waste management policies, programs, and infrastructure.

Contract Utilization

Contractor will not commence services unless authorized to do so by the State. Phillips and Jordan, Inc. is designated as the secondary contractor and shall be contacted by the state in the event services are required.

Performance Bond

Prior to State authorized services, the awarded contractor will provide the State of Connecticut with a performance bond in the amount(s) that will be negotiated prior to an event and before services are to commence. Such surety may be submitted in the form of a Performance Bond of a Surety Company licensed to do business in the State of Connecticut, certified check, or irrevocable letter of credit from a commercial banking institution. Bonds shall be sent to the Attn. of Paul S. Greco at the State Office Building, 165 Capitol Ave., Hartford, CT 06106 DAS Procurement Services, 5th floor South.

Insurance

Insurance requirements are set forth in the contract document. Prior to commencing services, the awarded contractor will provide the State of Connecticut with copies of insurance required and representative of the required amounts. Certificates of insurance shall name the State of Connecticut as the additional insured.

Prices

Prior to a disaster event, no costs will accrue.

Prices are to remain firm for the initial the first three-year term of the contract. In the event this contract is extended for an additional term, price increases may be requested and will be considered. Such requests shall be submitted in writing to:

Paul Greco
DAS Procurement Services
165 Capitol Ave. Hartford, CT 06106
5th floor South.

I. Scope: The following are minimum requirements to services to be provided. However the awarded Contractor's detailed Management, Operations, Technical and Billing Approach" follows this Exhibit A.

The Contractor shall provide equipment, operators, and laborers for debris removal operations that includes, but is not limited to, segregation, removal, hauling, disposal, and structural demolition on public lands and public right of ways (ROW) and in some cases as determined necessary by the State, private property.

The Contractor will serve as the general contractor for the purpose of debris removal and disposal operations, and will utilize additional resources to include subcontract resources, to meet the obligations of the contract. The Contractor shall have an established management team and established network of resources to provide the necessary equipment and personnel to perform comprehensive debris removal and volume reduction operations.

In addition, the Contractor will be required to participate in State directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the State.

Pre-event Planning:

- **Temporary Debris Storage and Reduction Sites (TDSRS):**
The Contractor shall provide pre-event planning services to assist the State for identifying a sufficient number of potentially suitable TDSRS locations throughout the State for suitable and efficient debris removal operations.

- **Aggregation sites for abandoned and damaged vehicle and vessels:** The Contractor shall provide pre-event planning services to assist the State in identifying potentially suitable locations for aggregation sites for abandoned and damaged vehicles and vessels.

Load Tickets: Payment for debris hauled will be based on the quantity of debris hauled in truck measured cubic yards or units as identified in the cost schedule (Exhibit B entitled Price Schedule) and the distance hauled depending on where the debris is taken. Debris hauled to a TDSRS or final recycling or disposal facility will require a validated load ticket (Exhibit A2 entitled Load Ticket). Drivers will be given load tickets at the loading site by the State or by its' designated Agent (i.e., a separate Contractor responsible for monitoring debris operations), the Field Debris Monitor. The quantity of debris hauled will be estimated in cubic yards or units as identified in the cost schedule (Exhibit B) by the Field Debris Monitor. The quantity of debris hauled will be estimated in cubic yards or units as identified in the cost schedule (Exhibit B) at the TDSRS by the State or its designated agent, the Fixed Site Debris Monitor/Tower Monitor. The estimated quantity will be recorded on the load ticket. Debris being hauled to a permanent disposal facility or recycling facility will be paid based on cubic yards or units as identified in the cost schedule and the distance hauled recorded on a validated load ticket. The State will be responsible for all tipping fees at a final disposal site that has been chosen by the State. The Contractor will be reimbursed for the transport and tipping fees for the disposal of debris. Payment will be made against the Contractor invoice once the load ticket has been reconciled with the records of the State or its designated agent (i.e., Debris Monitoring Contractor). The State will be the recipient of any revenues generated from the salvage value of the recyclable debris.

An automated Debris Management System (ADMS) for managing the load ticketing and accounting process may be utilized. The State reserves the option of allowing or disallowing the use of any ADMS as a substitute for the paper ticketing process.

Final Disposal: The Contractor will be responsible for identifying three potential final disposal sites and associated tipping fees and three potential recycling facilities and associated fees and will report this information to the State. Both in-state and out-of-state facilities must meet all applicable environmental standards and regulations. The State will have final approval for the ultimate disposal location of disaster debris.

Project Management: The Contractor's project management shall provide the following:

A. Mobilization: When a major disaster occurs or is imminent, the State, through the Commissioner of Department of Emergency Management and Homeland Security/State EOC or his designee, will contact (either verbal or written Notice to Proceed) the Contractor to advise them of the State's intent to activate the contract. The State, upon contacting the Contractor, may issue a Task Order for Disaster Response Planning. (See Exhibit A3 entitled Sample Task Order) The issuance of this Task Order will allow the Contractor to begin pre-mission preparations and facilitate the immediate response once the recovery begins. The Contractor shall commence performance within (24) hours of receipt of Notice to Proceed.

The Contractor will begin coordination with the State EOC. The Contractor will mobilize and deploy a Pre-Execution Planning Team that will report to the State EOC designated person within 12 hours of Task Order issued. The Team shall consist of the following members:

- Operations Manager,
- Operations Planner, and
- Environmental Health and Safety Manager.

The team will deploy to a location identified by the State EOC designated person. The Team will function as part of an interagency debris planning team. The Team will provide technical assistance for the following activities:

- Estimation of debris volumes,
- Sectoring disaster area for most efficient debris management,
- Final selection of TDSRS and final recycling and waste disposal facilities,
- Determining personnel and equipment resources (crews) required, and
- Performing environmental health and safety evaluations.

Prior to commencing debris removal operations and within three days after the Task Order is issued, the Contractor shall submit to the State EOC designate a preliminary Management/Operations Plan (See Exhibit A4 entitled Management Plan/Operations Plan Minimum Requirements) which describes the organizational structure and key personnel involved in the cleanup, the technical approach and methodology to be used, site specific operational components, the geographic area management, safety requirements, the Contractor Quality Control Plan, and approaches to debris waste reduction and recycling. The Plan will indicate where operations will begin and which streets/roads will be cleared during the initial 7-day period. Operation locations will be decided upon in conjunction with the State EOC.

No later than 7 days after the Task Order is issued, the Contractor shall provide a final Management and Operations Plan describing all aspects of the debris management mission. Maximum allowable time for debris removal and cleanup shall be negotiated at the time the scope of work and geographic area(s) are identified.

The Plan shall be updated by the Contractor as necessary and as required by the State EOC designated person. The Contractor's final Management Plan/Operation Plan shall include a safety component that outlines an Accident Prevention Program (APP). The Contractor's APP will be job-specific and will include work to be performed by subcontractors and measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers. The contractor shall not commence physical work at an Assigned Debris Control Zone or TDSRS until the APP Program has been accepted by the State EOC designated person.

During implementation of services, the Contractor shall attend any and all meetings convened by the State with respect to the clean-up effort, when directed by the State to do so or otherwise necessary to carryout the work.

The State EOC designated person will issue subsequent Task Orders to mobilize and begin debris clearance, debris removal, and debris reduction operations. Once tasked, the Contractor will provide a minimum of 5 crews within 24 hours of a Task Order to commence debris removal operations. A typical crew is composed of the following:

- 5 dump trucks 16-20 CY capacity with drivers;
- 1 front end loader with operator;
- 1 foreman / Quality Control;
- 3 laborers / flagmen.

All activity associated with debris loading and hauling in public areas shall be performed during visible daylight hours only, unless night hauling is authorized through an Emergency Authorization or other directive from the State EOC designated person and / or FEMA. The Contractor shall manage debris pick-up TDSRS operations to coincide with hauling operations during daylight hours, 7 days per week or as defined in the Emergency Authorization (*permit to operate*) issued by the CTDEP in response to the storm event.

The Contractor shall use only designated debris locations/areas including TDSRS as directed by the State. The Contractor shall be responsible for mobilization, operations and demobilization at the TDSRS.

Demobilization. Upon completion of all clean-up work, the Contractor shall remove all equipment, and close out TDSRS as per the requirements of the State and specifications contained herein.

B. Provision of an Operations Manager to coordinate with other State and Federal agencies, municipalities and local utility companies on the disaster debris management effort. Provision of Operation Supervisors to serve in the field as Point-of-Contacts.

1. The Contractor will provide an Operations Manager (OM) and a designated alternate for each awarded Assigned Debris Control Zone to the State's EOC to serve as the principal liaison between the State and the Contractor's workforce. The assigned OM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the resources of the Contractor. The OM shall be on-call 24 hours per day, seven days per week as specified by the State. The Contractor shall have electronic capability for transmitting and receiving relevant information and for making arrangements for on-site accommodations. Communication ability shall provide immediate contact via cell phone, fax machine, and have inter-net capabilities. The OM will participate in daily meetings, functioning as a primary source to provide relevant information to the Contractor's workforce and to the State EOC designated person. While this position will not require constant presence, the OM will be required to work a full workday, typically more than eight hours per day, and be on call and physically capable of responding to the State EOC designated person within 30 minutes of notification.

2. The Contractor OM shall be NIMS compliant and shall maintain records of such training and provide documentation to this effect. The Contractor shall retain records for a period of three years following the close-out of the project and shall make such records available for review by the State.
3. The Contractor OM shall coordinate with the State on all Preliminary Damage Assessments (PDAs) and operations.
4. The Contractor OM shall make recommendations to the State regarding distribution of State work assignments and priorities.
5. The Contractor OM shall assist the State in the dissemination of information for the public regarding pick-up schedules, disposal methods, ongoing activities, and self-help.
6. The Contractor OM shall assist the State under other related project management activities.
7. The Contractor OM shall assign one or more Operations Supervisor (OS) to serve in the field as the Contractor's day-to-day point of contact and representative with the State as the need arises to perform field operations. Depending upon the magnitude and complexity of the debris removal operations, it may be permissible by the State to allow an individual OS to represent the Contractor OM.
8. The Contractor employees shall cooperate to the full extent with oversight personnel individuals but not limited to federal agencies, State authorities or its designated agent (i.e., monitors), and State and local response personnel. Failure to do so may indicate serious non-conformance to contract conditions.

C. Administration: Provide administrative support and track all costs incurred during the cleanup; prepare reports and other documents necessary to adequately document emergency response, management and recovery; document management; worker safety; and other.

1. Costs incurred with Debris Management Operations: Payment for debris hauled will be based on the quantity of debris hauled in a truck as measured in cubic yards or tons and the distance hauled depending on where the debris is taken, to a TDSRS or final recycling or disposal facility. Load tickets will be the documentation necessary for the contractor to receive payment. The State will reimburse the Contractor for transport and tipping fees at final recycling or disposal facilities. Prior to final disposal, the Contractor will provide to the State three bids for final recycling or waste disposal facilities. The State will, in turn, perform due diligence and make a determination of the final recycling or waste disposal facility and shall inform the Contractor. The Contractor will be required to transport the debris to the chosen facility.

2. Load Tickets/Measurements: If required Debris Removal Contractor will have the responsibility of installing truck scales at their expense (see Section 1.C.3. Portable Scales at TDSRS). Trucks will be weighed both entering and leaving the debris management site(s) and the weight of the load will be the calculated difference. The debris removal Contractor will be required to use either the volume method or the weight method for all loads hauled to any one debris management site, and will not be allowed alternate methods. The authorized debris monitors working for the State and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks when measurements are to be volume based. Authorized monitors under separate State contract are the final authority. Deductions from load volume will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions, see the diagrams provided in Exhibit A5 entitled Truck Load Deductions.

Load Tickets: Load Tickets shall be in the possession of the Debris Monitoring Contractor. It will be the responsibility of the Debris Monitoring Contractor to keep an accurate record of the distribution of the Load Tickets. The Debris Monitoring Project Manager will be responsible for providing the Load Tickets to the Field Debris Supervisor(s), who will in turn provide these to the Field Debris Monitors and the Fixed Site Debris/Tower Monitors. The Load Ticket is a dual use ticket covering either of the following scenarios:

- **Load Ticket: From Curbside Initial Pickup (Scenario #1)** records the loading and transport of debris from the public right-of-way to the TDSRS or directly to final recycling facilities or final disposal facilities, both in-state and/or out-of-state.
- **Load Ticket: From TDSRS (Scenario #2)** records the loading and transport of processed and segregated debris from a TDSRS to recycling facilities or final disposal facilities.

A minimally required Load Ticket is found in Exhibit A2. The Load Ticket is a five-part ticket. The Load Ticket is the primary record for the monitoring and measuring of debris removal operations. Note: Contractors may choose to utilize an Automated Debris Management System (ADMS).

The following describes the procedures that will be used in the use of the Load Tickets:

- **Scenario #1. From Curbside Initial Pickup: Initial loading of waste debris from the public right-of-way to the TDSRS or directly to final recycling facilities or disposal facilities.**

From Curbside - Initial Loading Site: The first part of the ticket shall be completed at the initiation of each load in the public right-of-way, signed by the Field Debris Monitor and will be retained by the Field Debris Monitor. The Field Debris Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their Field Debris Supervisor.

The Field Debris Monitor shall remove the first of the five part ticket and then give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor Driver. The Driver, as directed, can then transport the debris to one of the following designated sites: a TDSRS or may take the debris to a final disposal facility or recycling facility, both in-state or out-of-state, if it has been determined that this is the appropriate action.

- (1) To TDSRS – Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to the Fixed Site Debris/Tower Monitor at the Inspection Station/TDSRS. That Fixed Site Debris/Tower Monitor will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the Ticket. The second part of the five-part ticket shall remain with the Fixed Site Debris/Tower Monitor. The Fixed Site Debris/Tower Monitor is required to turn in the second of the five-part ticket at the end of each day to their supervisor. The other remaining three parts of the five-part ticket shall be given to the driver, to be turned in to the Debris Removal Operations Contractor representative.
- (2) To Final Disposal Facility or Recycling Facility, both in-state and out-of-state, Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to a Debris Monitor stationed at the facility and or a duly authorized representative of the Solid Waste Disposal facility. The Debris Monitor and the authorized representative at the Solid Waste Disposal facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the ticket and shall keep the second and third parts. One will remain with the facility; the other will be forwarded to the Debris Monitoring Project Manager. The driver will retain the fourth and fifth part of the Load Ticket to be turned in to their respective Debris Removal Contractor representative.

▪ **Scenario #2. Loading of segregated and/or processed waste materials at the TDSRS for transport to the final recycling facility or final disposal facilities.**

From TDSRS Loading Site: The first part of the Load Ticket shall be completed at the TDSRS, signed by the Fixed Site Debris/Tower Monitor, and will be retained by the Fixed Site Debris/Tower Monitor. The Fixed Site Debris/Tower Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their supervisor. The Fixed Site Debris/Tower Monitor shall give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor driver.

- (2) To Final Recycling Facility and Disposal Facilities: The driver will hand the remaining four parts of the Load Ticket to the duly the Debris Monitor and or the authorized representative of the final recycling or disposal facility. The Debris Monitor and or the authorized representative of the facility will inspect the load, record the appropriate volume or

weight, record the appropriate haul distance based on transport mileage, and initial the load ticket. Parts two and three of the five-part Load Ticket shall remain with the authorized representative of the final disposal site. One will remain with the facility; the other will be forwarded to the Debris Monitoring Project Manager. The other remaining parts of the load ticket, four and five, shall be given to the driver, to be turned in to their respective Debris Removal Operations Contractor representative.

3.Portable Scales at the TDSRS

The State may direct, at the pre-event planning stage or at a later time period, the Contractor to install portable scales at a particular TDSRS, and to use weight as the method for determining quantities. The Contractor will provide a price for installing and maintaining such portable truck weighing scales on Exhibit B Price Schedule Item – I Project Management. Contractor provided scales shall be pre-registered with the State of Connecticut and be NTEP approved. A registered service person must locate and put in-place the scales. The weigh master must be a registered public weigher with the State of Connecticut Department of Consumer Protection. Invoices for work performed will be submitted using the alternate unit prices for tons provided, where shown, on the Exhibit B.

4. Animal Carcasses

Payment for animal carcasses hauled to an authorized disposal facility will be based on the prices submitted on Exhibit B, item III D-8.1 and will include collection/loading costs, transportation costs and processing costs based on a “fully loaded mile”. Payment will be made against the Contractor’s invoice once the Field Debris Monitors and/or Fixed Site Debris/Tower Monitors and load tickets and/or scale tickets match.

5. Temporary Storage of Documents

The Contractor shall provide protective storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State EOC designee when requested.

6. Worker Safety

The Contractor shall supervise and direct all work related to both debris collection/transport and management of the TDSRS, ensuring skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. The Contractor (s) shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed.

The Contractor shall comply with all applicable safety and health protection codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when implementation of the work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the State has occurred.

Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the appropriate State and federal authorities, including the State contracting authority. All data reported must be complete, timely and accurate. A follow-up report shall be submitted when the estimated lost time days differs from the actual lost time days.

D. Determine eligible vs. ineligible debris for FEMA Public Assistance funding

1. Eligible Debris Eligible debris is debris caused by the disaster in a declared county and on public property and which has been properly documented are the four main requirements of FEMA. Eligible debris under this contract is limited to only that debris that FEMA determines eligible for the disaster event and is consistent with FEMA regulations and Public Assistance guidance. Payment will only be made for that debris meeting FEMA eligibility guidelines.

The Contractor shall arrange for collection and disposal of debris in a manner complying with all applicable Federal, State and local laws and regulations. Any ineligible debris collected by the Contractor shall be properly disposed of at the Contractor's expense. Any loads rejected at the final recycling or disposal facility shall be the Contractor's responsibility.

2. Reporting and Documentation; Recordkeeping The Contractor shall provide and submit to State all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA/State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the contract awarded as a result of this RFP and its performance. Such records shall be maintained and kept in their original form for a period of three years after the completion of the project; and shall be available to the State at any time.

E. Determine the method and manner of debris removal and lawful disposal operations consistent with this Scope of Work and the State of Connecticut Disaster Debris Management Plan, 2007 draft, or as amended.

1. Debris Collection

The Contractor shall be responsible for collecting and removing, from public rights-of-way and public property, all debris to: a TDSRS for volume reduction in preparation for final recycling and/or waste disposal facility (either in-state or out-of-state) or directly from the curb to a final recycling or disposal facility; and from a TDSRS to a final recycling or final disposal (in-state or out-of-state). The work shall consist of clearing and removing disaster generated debris.

Curbside segregation of debris is required prior to removal when not previously accomplished by property owners. Typical segregation categories include putrescent municipal solid waste (MSW) (primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, cardboard which requires immediate disposal), C&D debris, uncontaminated green waste (or vegetative waste), white goods, and electronics. Household garbage is not eligible for removal unless resulting from the disaster event (i.e., refrigerator or freezer waste placed curbside). To the extent possible, solid waste collection haulers are expected to maintain their normal schedules for MSW that would have been generated under pre-event conditions and as such, the Contractor is not expected to perform this service.

A typical segregation crew and equipment includes one foreman, 3 laborers, and one loader with grapple and the manpower necessary to accomplish this task.

The Contractor shall coordinate with the State as to the number of passes that will be made in an Assigned Debris Control Zone. The Contractor will collect and remove all debris existing on a street or road during each pass and not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to: separate bagged debris from other types of debris; collecting C&D debris; collecting recyclable timber or from hauling stumps with root balls. The Contractor will organize equipment and crews so that all types of debris are collected within any one pass. The public Right-of-Way is typically defined as the portion of land over which a facility, such as highways, railroads, or power lines are built. This includes land on both sides of the highway up to the private property line. The Contractor shall coordinate with the State with regard to more defined widths of public Right-of-Ways.

The Contractor shall not move from one designated work area to another designated work area without prior approval from the State EOC designated person.

The Contractor shall conduct the work so as not to interfere with other disaster response and recovery activities of the federal government, State government and municipalities, or any public utilities.

2. Securing Debris The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor 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 during loading and secured during transport. Tarps and other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to TDSRS or disposal facilities.

3. Clearance The Contractor shall be responsible for verifying the clearance of bridges and overpasses on all routes to be used as well as verifying clearance for all overhead structures and wires.

4. Traffic Control The Contractor in their Assigned Debris Control Zone shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

5. Ownership of Debris and Final Recycling and/or Waste Disposal The State shall assume ownership of the debris upon collection and removal from the public right-of-way. The Contractor will be responsible for all recycling and disposal of debris, either in-state or out-of-state. Tip fees will be paid by the State. The Contractor will be required to seek at least three bids for final disposal and present a package comparing various disposal and transportation costs to the State for approval.

6. Construction and Demolition (C&D) Recycling and Clean Wood C&D recycling of construction and demolition debris, through material salvage, and recycling of clean, woody debris by mulching and composting is consistent with the goals of the State's Solid Waste Management Plan and will be pursued to the extent practical. Recycling of debris removed by the Contractor is the preferred management approach and efforts will be made by the Contractor to recycle materials to the greatest extent practicable.

7. Licenses, Permits, and Violations The Contractor must be duly licensed to perform all work in accordance with the statutory requirements of Connecticut. The Contractor in consultation with the State shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work and shall make these available to the State prior to commencing work.

In addition, the Contractor shall be responsible for correcting conditions subject of any notices of violations or other enforcement action issued as a result of the Contractor or subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the State and/or municipalities.

8. Equipment and Equipment Signage

All trucks, trailers, and equipment must be in compliance with all applicable Federal, State, and local rules and regulations. The Contractor shall submit to the State or its designated agent (i.e., Debris Monitoring Contractor) certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the Contractor and approved by the State. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The State or its designated agent reserves the right to re-measure trucks at any time to verify reported capacity.

Trucks or other equipment designated for use under this contract for the purpose of transporting debris will be equipped with two signs, one attached to each side. Signs will be provided by the Contractor and will prominently display the following information:

- Prime Contractor Name
- Subcontractor Name
- Truck Number (no duplicates)
- Cubic Yard Capacity and Tare Weight
- Contractor Certification Number for Vehicle

Any equipment used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport, permits the trucks to be filled to capacity, and facilitates dumping debris without becoming caught in the bed. Frameless, dump trailers are not acceptable.

Sideboards or other extensions to the bed are allowed and, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2 feet above the metal bedsides and must remain in place throughout the operation. All extensions to the bed, and any exceptions to the above requirements, are subject to acceptance or rejection by the State. It is the Contractor's responsibility to report any adjustments of the sideboards to the State and/or its Authorized Agent and truck signage shall report revised cubic yard capacity. Truck loading shall comply with State Department of Transportation rules and regulations including weight limitations and the covering of truckloads.

Trucks or equipment that are designed for use under the executed Contract shall not be used for any other work. The Contractor shall not solicit or accept work from private citizens or others to be performed during the operations of the executed Contract. Under no circumstance will the Contractor mix unauthorized debris hauled from others. Contractors will not mix debris being hauled for different Contractors and regions unless authorized by the State and/or FEMA authorities.

F. Logistics and Resource Distribution for the purpose of providing for facilities, services, materials, equipment, equipment parts, and fuel necessary for the Contractor to carry out disaster debris management operations.

- 1. Materials, Goods and Services** The Contractor shall be responsible in providing all personnel sustaining goods and services to include items such as packaged ice, bottled water, ready-to-eat meals and shelter and all materials such as equipment parts, tools, fuel, etc. and the distribution thereof, supporting emergency and/or disaster recovery and mitigation efforts. The Contractor is responsible for the safe handling and storage of any equipment and parts, tools, fuel, and other related items so as to prevent damage and environmental impacts to public and private property.

G. Technical Assistance Regarding Public Assistance Funding.

1. The Contractor shall provide, if requested by the State, services via a well-qualified and experienced staff of personnel to assist the State in Federal program emergency/disaster assistance as follows:
 - a. Pre-declaration – provide training regarding the federal public assistance program and preliminary damage assessments.
 - b. Post-declaration – participate in applicant briefings and inspection of damaged sites; provide eligibility guidance and insurance oversight services; assist in preparing necessary scopes-of-work and cost estimates for projects (e.g. structural demolition); perform preliminary damage assessments; assist in preparing submissions to FEMA; advise on hazard mitigation opportunities; and assist in reporting and closeout activities.

H. Annual Training Exercises

1. The Contractor shall, at no cost to the State, participate in an annual training exercise related to debris management recovery operations.

II. Planning Function

A. Contractor shall assist the State in the identification of potentially suitable locations for Temporary Debris Storage and Reduction Sites (TDSRS) and Aggregation Sites for stray and abandoned Vehicles and Vessels.

1. Prior to a disaster event, the Contractor shall assist the State in identifying potentially suitable locations for TDSRS and aggregation sites for stray and abandoned vehicles and vessels. The State is responsible to determine the suitability for each site identified, as well as the subsequent permitting of these sites when needed.

TDSRS shall serve as transfer stations and volume reduction locations to facilitate the recycling and/or disposal of disaster debris. Aggregation locations for stray and abandoned vehicles and vessels will serve as collection points for identification of vehicle and vessel ownership and/or transfer locations for final recycling and/or disposal, if necessary. Identification of such sites shall mean locating a suitable site preferably on public lands, and possibly on private lands. This planning function shall include, but not be limited to, the following:

- a. Identifying potentially suitable sites prior to a disaster and coordinating planning with the DEMHS, CTDEP, and Connecticut's Department of Transportation (ConnDOT).
- b. Following siting criteria used by FEMA, USACE and CTDEP, see Exhibit A6 entitled Siting Criteria for Temporary Debris Storage and Reduction Sites, including Aggregation Sites for Stray and Abandoned Vehicles and Vessels.

- c. Providing in electronic format a list of potentially suitable sites with a map showing the coordinates of each site. Providing a description of each site, and the results of the evaluation to be shared with CTDEP and other agencies as appropriate.
- d. Recommending securing the necessary Memorandum of Understanding from State or others, or lease agreement from private landowner for those sites that have been vetted by the Contractor and the State.
- e. For each site, the Contractor shall provide a Site Management Plan. The Plan will be drawn to a scale of 1 inch = 50 feet. The Plan shall address the following functions: Site preparation – clearing, erosion, and grading; traffic control procedures; safety; segregation of debris; location of ash disposal, hazardous material containment area, work area, and inspection tower; location of incineration operations (last resort) and grinding operations; and location of existing structures or sensitive areas requiring protection.
- f. Providing copies of the environmental baseline study, site description, and site plan to CTDEP for each site so that the information is readily available for public assistance funding applications.
- g. At this time, controlled open-air burning and Air Curtain Pit Incineration, and portable Air Curtain Incinerators shall only be used as a last resort and such cubic yard associated with managing, accepting, processing and reducing vegetative debris through burning will be negotiated on an as needed basis should it be determined that burning is necessary.

III. Debris Removal Operations

This section describes debris removal operations from public and private property, the demolition of structures, the types of debris and appropriate management of this material, and the management and operations of TDSRS and vehicle and vessel aggregation sites. These activities are tied to Exhibit B that identifies the price schedule. Exhibit B outlines the following: Item number, a description of the item, costs based on a unit identified for that particular item, origination point, the measure, and a unit price. The Contractor is expected to be familiar with all relevant and current FEMA debris related policies.

When considering debris removal operations, FEMA Recovery Policy – RP9523.12 dated May 1, 2006 has determined it is not reasonable to reimburse applicants for hand-loaded vehicles and mechanically loaded vehicles at the same rate. FEMA has determined that vehicles of the same loaded capacity that are loaded by mechanical equipment and reasonably compacted, carry at least twice the volume of debris as those loaded physically by hand. Therefore, the maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

A. Debris removal from public property

1. Debris Removal from Public Property

The Contractor shall remove eligible debris resulting from a disaster event from public property. See III D for list of eligible debris items.

2. Debris Removal from Drainage Systems

The Contractor, in their assigned debris control zone, may be required to clear debris from various drainage swales, ditches, streams, lakes, reservoirs, structures and other drainage components. This clearing may require either hauling or disposal on site as directed by the State. When this type of work is required, the State will develop a Scope of Work for each of the system component (swales, ditches, other) including: description of debris to be removed including the sizes and numbers of trees, locations, photographs, access points and similar information, as well as determining permitting requirements. Payment for the debris clearing, removal and hauling to an authorized waste handling facility will be based on an agreed to cost and authorized task order at the time required.

B. Debris removal from private property will not be conducted without written direction from the State, nor without the approved documentation for Right-of-Entry.

1. Collection on Private Property

The Contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities. Under certain circumstances, it may benefit all parties to the contract to obtain access to private property, or permission to cross private property, for the purpose of clearing and removing debris from public property of right-of-way. Debris removal from private property will not be conducted without written direction from the State, and the approved documentation for Right-of-Entry. The Contractor shall conduct all work related to removal of debris on private property as per Connecticut General Statutes, Section 28-9c Removal of debris or wreckage. Governor's powers. A sample Right-of-Entry Agreement Form is provided as Exhibit A7.

2. Damages to Public and Private Property

The Contractor in their Assigned Debris Control Zone, shall be responsible for reporting to the State or its designated agent and repairing any damages to private or public property that result from Contractor collection and removal activities. This includes all roadways, sidewalks, utilities, drainage structures and other features not designated for demolition or removal which are damaged by Contractor's operations. When feasible, repair of damaged areas will be performed immediately. The affected area or item will be restored to its original condition. This shall include contouring to original grade. The Contractor shall supply the State with lists showing all damage claims that have been settled and all claim issues that remain outstanding. These records shall be retained per requirements found in Section I.D.2 Reporting and Documentation; Recordkeeping. Final payment will be subject to a pre-authorized task order and an agreed to cost. Payment may be withheld until claims are adequately resolved.

C. Demolition of Structures

1. Demolition of Structures

This scope of work applies to decommission, demolition, and debris removal from both public and privately-owned structures. The Contractor shall conduct this work only with written approval by the State and/or FEMA. The Contractor shall provide all equipment, operators, and laborers for work as specified in individual Task Order(s). The work shall consist of private property debris removal, and hazardous substance decommissioning of structures in accordance with applicable Federal, State (Connecticut General Statutes, Section 29-401 Regulation of the State Demolition Code), and local requirements. Note that Contractor shall follow protocol as per the National Emissions Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61. Contractor shall also be responsible for abiding by any No Action Assurance policies that EPA may authorize as a result of the disaster event. Exhibit A8 entitled Demolition of Structures shall apply and be included as part of this specification. Payment for this item shall be by the cubic yard as identified in Exhibit B Price Schedule, Item III, D-2.1 and D-2.2. C&D.

D. Debris type and removal within the public right-of-way shall include all types of disaster-generated debris, including collection, transport and processing for final recycling or disposal.

This Contract identifies waste types and makes recommendations on the proper handling and disposal of this debris waste. The terms defining the waste types used in this Contract are derived from a number of key sources and include: the State of Connecticut Disaster Debris Management Plan, 2007draft, the State of Connecticut Solid Waste Management Plan; 2006; State of Connecticut statutory and regulatory authorities dealing with solid waste; and FEMA guidance.

The following two scenarios describe the method in which debris will be transported:

- Scenario #1 – The initial loading of waste debris from the public right-of-way to the TDSRS or directly to final recycling or disposal facilities (in-state or out-state).
- Scenario #2 – The transport of waste that has been segregated and processed waste at a TDSRS to a final recycling or disposal facilities (in-state or out-of-state).

The bid fee schedule includes an origination point for each of the waste items. For some of the items the origination point includes two categories, one from the public right-of-way and the other from the TDSRS. The origination point identified as “From R.O.W.” assumes Scenario #1. The origination point identified as “From TDSRS” assumes Scenario #2.

1. The types of debris to be managed include, but are not limited to, the following:

- D-1 Uncontaminated green waste/vegetative debris
- D-2 Construction and demolition debris (C&D)

- D-3 Electronic waste (E-waste)
- D-4 Household hazardous waste (HHW)
- D-5 Putrescent municipal solid waste (Household trash)
- D-6 White goods (home appliances)
- D-7 Aggregate (fill materials)
- D-8 Animal mortalities
- D-9 Contaminated soil, silt, sand and sediment
- D-10 Hazardous waste
- D-11 Scrap metal
- D-12 Sunken vessel removal
- D-13 Municipal Utilities and Non-Utility Entities Related debris
- D-14 Vehicle removal from the Public Right-of-Way
- D-15 Vessel removal from the Public Right-of-Way

Types of Waste/Debris Material and Removal Procedures:

- D-1 Uncontaminated Green Waste/Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks, and other brush and leafy material. It is recommended that the Contractor possess an arbor license or be under the direction of a licensed arborist.
- D-1.1 Uncontaminated green waste/Vegetative debris (From R.O.W; From TDSRS)
Vegetative debris in this instance has already been separated or required no separation and has been placed on the right-of-way for collection. A cubic yardage rate is associated with mechanical collection and transportation of vegetative debris from the public right-of-way of the Assigned Debris Control Zone. An alternative option is that the Contractor may be directed by the State or its designated agent, to chip this material and leave on-site where feasible, posing little or no environmental impact. Final recycling or disposal will depend on market needs and opportunities for alternative use (e.g., biomass). This debris may be managed by burning, but only as a last resort if authorized by CTDEP.
- D-1.1.1 Removal of Hazardous Limbs (Hangers)(From R.O.W.)
Contractor shall remove limbs greater than 2" in diameter that are still hanging in a tree and threatening a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and which are located on improved public property. All hazardous limbs in a tree should be cut at the same time the work is being conducted in that sector. An eligible scope-of-work will be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk is not the preferred method.
- D-1.1.2 Removal of Hazardous Trees (standing leaners)(From R.O.W.)
The State or its designated agent (i.e., municipal tree wardens) will be responsible for evaluating trees and shall make a determination of the tree's condition (hazardous or non-hazardous). A tree shall be considered "hazardous" and will be field marked by the State or its designated agent and removed by the Contractor in their Assigned

Debris Control Zone, if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured at breast height; and when one or more of the following criteria are met:

- More than 50% of the crown is damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined to be hazardous that have less than 50% of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular green waste (vegetative debris). The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level. Contractor shall bring debris to the nearest designated TDSRS for eventual grinding.

D-1.1.3 Removal of Fallen Trees (From R.O.W.)

The State or its designated agent shall confirm for the Contractor the removal of fallen trees from the public right-of-way. The Contractor, in their Assigned Debris Control Zone, shall cut and remove a fallen tree that extends onto the right-of-way from private property, at the point where it enters the right-of-way. Vegetative debris will be placed on the right-of-way for collection with other vegetative storm debris. Contractor shall bring debris to the nearest designated TDSRS for eventual grinding.

D-1.1.4 Removal of Hazardous Stumps (From R.O.W.; From TDSRS)

Management of this debris type must be consistent with FEMA Recovery Policy – RP9523.11 entitled Hazardous Stump Extraction and Removal Eligibility, dated May 1, 2006 (review date May 1, 2009). The Contractor is expected to be completely familiar with this FEMA Recovery Policy (RP9523.11)

Removal of eligible hazardous stumps can be from public or, where authorized by the state from private property.

Stumps not priced in this contract over 24 inches in diameter will require the completion of FEMA's Hazardous Stump Worksheet to be presented to FEMA in advance for consideration. Once processed at a TDSRS, the cost of transport shall be figured under the item D-1.1 vegetative debris.

- D-2 Construction and Demolition (C&D) Debris consists of debris resulting from structural damage to buildings as well as buildings that will require demolition as a result of the disaster event, and damage to roads and bridges, and will include items such as aggregate (asphalt, brick, concrete), wood (both clean and treated), roofing and siding materials, wallboard, metals, carpeting and flooring, insulation, glass, tile, window coverings, plastic pipe, heating and ventilating, and air conditioning systems and their components, light fixtures, furnishings and fixtures. Some light fixtures (pre-1977) may contain a PCB light ballast which, if leaking, must be handled

according to federal and state regulations. Ineligible debris shall not be loaded, hauled, or disposed of under this Contract (i.e., C&D generated from restoration work rather than disaster-generated). Fee schedule shall provide for two categories of C&D removal: (1) non-asbestos containing C&D debris, and (2) asbestos containing C&D debris.

D-2.1 Non-asbestos containing C&D (From R.O.W.; From TDSRS)

Contractor shall perform mechanical collection and transportation of construction and demolition debris (C&D) free of asbestos from the public right-of-way of an Assigned Debris Control Zone to the nearest TDSRS for processing and segregating. If the situation exists where segregation at the curbside is possible and materials can be separated out for recycling, the Contractor shall transport the material to a pre-determined recycling facility. Refer to separate specifications included herein for scrap metal, aggregate waste (asphalt, brick, concrete) and white goods that can be separated from C&D. Contractor shall load processed C&D into trucks for transport to approved final disposal sites.

D-2.2 Asbestos containing C&D (From R.O.W.; From TDSRS)

Contractor shall refer to the EPA document entitled Guidelines for Catastrophic Emergency Situations Involving Asbestos published by the USEPA, document number EPA 340/1-92-010, February 1992. Contractor shall adhere to protocols as per the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61. Contractor shall use the services of State licensed asbestos contractors. Known or suspect asbestos containing material (ACM) should be segregated from other debris and disposed of by a licensed asbestos contractor. ACM shall be disposed of in a landfill licensed to accept and dispose of ACM. Materials that could contain ACM and that should be segregated include, but are not limited to, the following: floor tiles, roofing shingles, linoleum, ceiling tiles, exterior shingles, concrete flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and/or wall texture, and stippled or blown on surfacing materials. Asbestos-containing waste shall be appropriately labeled and properly disposed of at a waste disposal facility authorized for disposal by the CTDEP, or if disposed of out-of-state at an authorized waste facility within that jurisdiction. Asbestos destined for a Connecticut disposal facility typically must first be authorized by the CTDEP through a special waste authorization letter.

D-3 **Electronic Waste** (E-waste) includes items such as stereos, televisions, VCRs, DVD players and computers and peripheral accessories, telephones, and other devices.

D-3.1 Electronic Waste (From R.O.W.; From TDSRS)

The Contractor shall collect E-waste from the public right-of-way and transport the waste to a TDSRS for final segregation for recycling and/or disposal. E-waste that is transported to the TDSRS shall be managed in accordance with Connecticut's Universal Waste Rule as found in Section 22a-449 of the Regulations of Connecticut State Agencies. The Contractor shall load and transport E-waste that has been

segregated at the TDSRS to a final recycling and/or disposal facility. E-waste leaving the TDSRS shall be managed as universal waste.

- D-4 Household Hazardous Waste (HHW) includes, but is not be limited to, items such as automobile fluids (used waste oil, antifreeze), batteries, paints and stains, cleansers, photo chemicals, lawn-care chemicals, unidentified liquids, household cleaners, and pesticides.

D-4.1 HHW Handling and Disposal (From R.O.W.; From TDSRS)

HHW is excluded from the definition of hazardous waste and therefore does not require the same collection or handling procedures as hazardous waste. While every effort will be made to have the local residents separate at curbside HHW from the other debris, if this does not occur, the crew(s) handling the normal debris removal process are required to separate any HHW to the extent possible or as needed during collection. Crew(s) shall be designated for removal of HHW material normally consisting of a truck and two individuals with the appropriate personal protective equipment (PPE). Each member of the crew shall be trained in accordance with EPA and OSHA requirements for handling HHW materials. The truck should be equipped with separate compartments, drums, or containers for the wastes. This will allow the crew to segregate the HHW items. However, depending on the ability to identify these wastes, they may be bulked or may have to be over-packed. The Contractor, shall deliver HHW loads to a TDSRS or directly to a permitted HHW regional facility if available for use. Note that source segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method will be primary when collecting HHW.

The Contractor shall load and transport HHW (that has been separated and processed) at the TDSRS for final disposal and/or recycling at an approved and permitted site.

- D-5 Putrescent Municipal Solid Waste is considered as primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, cardboard, etc. which requires immediate disposal. There is the expectation that normal operations will resume for weekly garbage collection and these activities are outside this debris removal Contract.

D-5.1 Putrescent MSW (From R.O.W.; From TDSRS)

The Contractor, in their Assigned Debris Control Zone, shall collect and transport to a TDSRS and/or final disposal site, such as a permitted landfill or resources recovery facility, all refrigerator and freezer contents to be disposed of as a result of a loss in power resulting from the disaster event and damaged recyclables and that have been placed curbside.

Refrigerator and freezer contents that have been removed from refrigerators and freezers that have been brought to a TDSRS shall be loaded by the Contractor and transported to a permitted resources recovery facility or permitted landfill.

D-6 White Goods/Household Appliances are a category of scrap metal and include appliances such as stoves, refrigerators, freezers, dishwashers, washers, dryers, microwaves, air conditioners, other similar types of appliances.

D-6.1 Collection and Final Recycling/Disposal of White Goods
(From R.O.W; From TDSRS)

The Contractor shall load and transport all FEMA eligible reimbursement white goods (Freon and non-Freon) that are placed in the right-of-way to a TDSRS or final recycling/disposal facility. Contractor shall load and transport from a TDSRS for final recycling and/or disposal all white goods only after removal of Freon has occurred. Only a contractor certified in accordance with 40 CFR Part 82 Section 150 through 166 shall remove chlorofluorocarbon liquid (CFC). White goods shall be brought to a scrap metal recycling facility.

D-6.2 Removal and Disposal of Freon (From TDSRS)

The Contractor shall remove and recover Freon from any white goods at the TDSRS or final recycling/disposal facility in accordance with all federal, state, and environmental and safety regulations and laws. The Contractor shall make some distinguishing mark on each white good indicating that the freon has been removed and recovered. The Contractor shall maintain all licenses to perform said work.

D-7 Aggregate consists of asphalt, brick, concrete

D-7.1 Aggregate – Clean (From R.O.W.; From TDSRS)

The Contractor shall load, haul, and dump broken brick, block, concrete, and asphalt to an aggregate recycling facility. The public shall be instructed to place aggregate materials in separate piles in the public right-of-way. The Contractor, in their Assigned Debris Control Zone, shall load, haul, and dump broken brick, block, concrete, and asphalt chunks to a TDSRS and/or a final disposal site.

D-7.2 Aggregate – Contaminated (From R.O.W.; From TDSRS)

Concrete or other aggregate that has been contaminated by an oil or chemical spill as a result of the disaster event shall be prepared for disposal with other contaminated construction and demolition materials.

D-8 Animal mortalities are defined as a significant loss of livestock, pets, and/or natural wildlife.

D-8.1 Animal Carcasses (From R.O.W.)

The Contractor shall collect all animal carcasses separately from the assigned debris control zone for transport to an authorized disposal facility in a timely manner. The primary methods of animal carcass disposal shall be burying, incineration, or composting. However, the Contractor shall first consult with State for a final determination on the appropriate disposal method for dead animal carcasses.

D-9 Soil, Silt, Sediment and Sand is defined as residuals deposited by receding flood waters which may include historical sediment from nearby water bodies, soil from yards, road and construction debris, and other material. The Contractor, in their assigned debris control zone, shall remove and transport storm-deposited sand, silt, and soil from the public Right-of-Way, to be hauled to a TDSRS for processing to remove extraneous waste materials or existing CTDEP permitted soil/staging area. The Contractor shall load and transport sand (including sand removed from sand bags), silt, and soil from a TDSRS to a CTDEP permitted soil staging area or other approved site.

D-9.1 Soil, Silt, Sediment and Sand – Uncontaminated (From R.O.W.; From TDSRS)

This is material that has not been subjected to spills, floodwaters or has been determined through analytical testing to be not contaminated. This material could be transported to a staging area until final disposal or reuse has been determined.

D-9.2 Soil, Silt, Sediment and Sand – Contaminated: (From R.O.W.; From TDSRS)

As a result of certain conditions, some soils may exhibit visible or known traces of petroleum or chemical spills. These soils shall be excavated and placed in weather-tight containers, such as a covered and lined roll-off or inter-modal container. If these containers must be stored temporarily, they should be placed on an impervious surface, such as a concrete or asphalt parking lot for no more than 90 days. This material could be transported to a staging area until final disposal or reuse has been determined. If necessary analytical testing shall be performed to determine if the material can be reused or must be disposed. If it is evident that the spill is the result of an empty or leaking piece of equipment (e.g., electrical equipment or similar source) which has not been tested, some testing of the soil may be necessary to identify if PCBs are present. PCB containing materials must be sent to a Toxics Substance Control Act (TSCA) or hazardous waste landfill. If it contains PCB less than 50 parts per million (ppm), it can go to a subtitle D landfill with authorization from the CTDEP. Testing must be by EPA-approved method 8082. If material is contaminated by a piece of PCB equipment, the equipment must be addressed by containerizing the entire item, if small enough or by draining the remaining fluid into drums and disposing of both the fluid and empty machine carcass at TSCA disposal facilities out-of-state. Empty equipment that had contained fluid with less than 50 ppm, once drained, can be managed as scrap metal.

D-9.3 Contaminated Sandbags (From R.O.W.; from TDSRS)

The Contractor shall collect, transport, and dispose of all used sandbags as directed by the State. Sand bags shall be transported to a designated TDSRS for processing or existing CTDEP permitted soil staging area as directed by the State designated person.

D-10 Hazardous Waste includes materials like petroleum-contaminated media, chlorofluorocarbons (CFCs), and all other substances as defined in 40 CFR (Code of Federal Regulations) 261.3.

D-10.1 Hazardous Waste Handling and Disposal (From R.O.W.; From TDSRS)

This waste category shall also include bio-hazardous waste, or other contaminated waste. The methods of handling and transporting these wastes from the site are the responsibility of the Contractor. The Contractor shall work with Connecticut licensed Hazardous Waste Transporters and licensed Spill Response Contractors in hazardous waste clean-ups that shall include materials like petroleum-contaminated media, chlorofluorocarbons (CFCs), and all other substances as defined in 40 CFR (Code of Federal Regulations) 261.3. A hazardous waste release, once identified by private owners or State and local officials, must be segregated from other disaster-generated waste, stored separately, and ultimately transported to a permitted commercial hazardous waste disposal facility. Generators (meaning any person, by site, whose act or process produces hazardous waste identified or listed in Part 261 of 40 CFR or whose act first causes a hazardous waste to become subject to regulation) will be permitted to use knowledge of the material to conclude that the material is hazardous waste without conducting a TCLP analysis. If hazardous or unknown materials such as lead, PCBs, solvents, pesticides, pool chemicals, industrial grade cleaning solutions, etc. are discovered during a demolition or cleanup, the materials should be staged separately and with secondary containment to collect leaks and prevent further mixing with other hazardous waste or incompatible chemicals. To the extent possible, the Contractor will assist with segregating the material from the rest of the demolition and cleanup. During a debris management crisis, owners will be responsible for notifying the CTDEP Emergency Response and Spill Prevention Division at (860) 424-3338.

D-11 Scrap Metal refers to ferrous metals such as structural steel and steel framing members and non-ferrous metals such as wiring/conduit, plumbing (pipes and fixtures) and HVAC materials (ductwork, motors). White goods are considered as scrap metal, but are described separately.

D-11.1 Scrap metal (From R.O.W.; From TDSRS)

The Contractor shall segregate scrap metal in the public right-of-way and bring to a TDSRS or directly to a scrap metal processor located in the State. At the TDSRS, the processing of C&D debris will in most cases result in the separation of scrap metal. Scrap metal containing motors shall be drained of all liquids prior to transport to a disposal facility and managed appropriately. This scrap metal shall be loaded and transported to a scrap metal recycling facility, preferably in-state. Revenues generated shall be accrued to the State.

D-12 Sunken Vessel Removal

D-12.1 Sunken Vessel Removal (From R.O.W.; From Aggregation Sites)

For water based salvage/removal operation of vessels not under the purview (non-navigable waters) of the United States Coast Guard or the United States Army Corps of Engineers, the Contractor shall have extensive/knowledge and experience in marine salvage and marine wreck removal. Contractor must show experience with numerous

salvage wreck removal contracts and the ability to quickly mobilize specialized salvage equipment into position.

Contractor shall determine and set forth at the request of the State, the best approach method for removal of vessels in a marine environment. Contractor must be capable of providing salvage services to include re-floating, staging, and disposal of vessel as necessary. The Contractor shall factor the approach into the quoted price along with all the necessary items to complete Sunken Vessel removal. Marine based operations shall be priced per linear foot of unit.

D-13 Municipal Utilities and Non-Utility Entities Related Debris is defined as power transformers, utility poles, cable, and other utility company material.

D-13.1 The Public Utilities, such as electric utilities, are responsible to remove and dispose of all utility related debris according to their normal protocol. There are a limited number of municipal utilities (Bozrah, Groton, Norwalk, Norwich, and Wallingford) that are responsible for removal and disposal of all utility related debris. Non-utility private entities, such private companies like manufacturers or facilities such as schools, shopping centers, etc., are responsible to remove and dispose of all utility related debris. There can be an exception where a situation exists on private property that necessitates the State or its designated agent to correct or alleviate, as expeditiously as possible, serious disaster or emergency-related conditions which present continued threats to the health or welfare of the residents of the State. In all cases, management of this type of waste must be managed in accordance with applicable federal, State and local regulations. The Contractor shall consult with the State in such cases prior to any work being conducted.

D-14. Vehicle Removal from the Public Right-of-Way includes cars, trucks, motorcycles, and recreational vehicles.

D-14.1 Wrecker Services for Stray and Abandoned Vehicle (Towing) (From R.O.W.; From Aggregation Sites)

The Contractor shall be responsible for retaining wrecker services in managing abandoned and disabled motor vehicles; these vehicles are to be moved to the nearest pre-approved vehicle aggregation site. Connecticut's Department of Motor Vehicles licenses all towing firms pursuant to the State's General Statutes Section 14-66. The Contractor shall utilize these licensed towers and shall make all the financial arrangements with the towers that are hired as subcontractors.

The Contractor will coordinate with the State and shall adhere to State protocols on vehicle removals from the public Right-of-Way. The Contractor shall issue work orders to within 48 hours, containing all pertinent data supplied by the State, to the subcontracted licensed towers. The licensed towers arriving on the scene will be responsible for evaluating environmental and safety issues. Should the licensed tower find any major threats to health, safety or the environment, vehicle shall not be moved,

and the State shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route. Recovered vehicles shall, within 24 hours, arrive at the site and be immediately inspected. The vehicles will be processed. The vehicles will be stored in a manner to allow ample access for inspection by the State to allow for retrieval and reclamation by vehicle owner when applicable and the Contractor when the holding period has expired and the vehicle is being removed for final dismantling, recycling and/or disposal.

D-15 Vessel Removal from the Public Right-of-Way is defined as recreational boats.

D-15.1 Recovery of Stray and/or Abandoned Vessels (From R.O.W.; From Aggregation)

Contractor shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels from the Public Right-of-Way and waterways as directed by the State. Vessels that have been identified and cleared for recovery and towing from public lands by the State will be recovered within 72 hours of notification. Recovery will begin with identification of the vessel using GPS coordinates. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to towing, Contractor shall mitigate any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected; leaks shall be mitigated. Vessels will then be transported to the aggregation site safely and securely by Contractors towing vehicles, trailers, and equipment. Vessels will be processed at the aggregation sites.

E. Setting up, Managing Operations, and Site Closeout for: Temporary Debris Storage and Reduction Sites (TDSRS), Vehicle Aggregation Sites, and Vessel Aggregation Sites.

1. The Contractor shall establish TDSRS sites to include mobilization, build-out of site, operations at site, and demobilization.

1.1 Inspection Tower Construction

The Contractor shall construct an inspection tower for each TDSRS such that the monitor can easily look down into the truck bed to fully view the debris load, establishing a volume. Inspection towers shall be constructed using wood or equivalent structural steel members. The floor elevation of the tower shall be ten foot above the existing ground level elevation. The floor area shall be 8'x12', constructed of 2"x10" joists, 16" on center with ¾" plywood supported by four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½ inch plywood shall protect the perimeter of the floor area. The floor area shall be covered with a corrugated metal roof with 2' eaves all around, and shall be provided with a rain gutter to protect the access stairs from roof run-off. The roof joist shall not be spaced greater than 24" on center and shall provide a minimum of 7 ft. of headroom below these roof support joists. Access stairs shall be a minimum of 36" wide,

and shall be provided with a 42" handrail with mid-rail on both sides of the stairs. Stair treads shall be provided with a non-slip surface for all weather access. Inspection towers shall include the construction of a worktable, 6'L x 30"W x 42"H with a ¾" plywood top supported at all four corners. The inspection tower shall be provided with a means to protect occupants against inclement weather (e.g. rain, wind, dust, etc.). Inspection towers shall be installed in the center of a 14' by 18' level pad, and shall be adequately anchored and braced to withstand a 45 mph wind load.

Inspection towers shall be supplied with adequate lighting and 120v power. A minimum of four duplex 120v receptacles shall be provided (two for the work table, and one on each adjacent wall) and shall be mounted 42" above finished floor. If a generator is used the Contractor will provide a 250 Watt (minimum) uninterruptible power supply. The generator shall be positioned a minimum of 50 feet from the inspection tower to reduce noise and exhaust emissions for tower occupants.

The Contractor may request to substitute prefabricated metal scaffold tower installations for the specified wood tower installations.

The Contractor may request to provide a mechanical lift with roof cover to be used in place of the constructed tower. Hauling operations will not be allowed into any TDSRS until an inspection tower is provided.

The Contractor shall provide and maintain portable restroom facilities at all TDSRS.

1.2 Compliance

TDSRS, including inspection tower(s), will be periodically inspected by the State or its Authorized Agent for compliance with this specification and applicable safety criteria.

1.3 Operational Boundaries

The Contractor shall clearly define the different use areas at the TDSRSs. In establishing the operation boundaries, the Contractor may consider using earthen berms, temporary barriers, or any other physical restriction. The separation of all areas as listed below will need to be clearly defined and field delineated. As operations proceed, the lines may be moved to accommodate either growing demand for space or reducing in preparation for closure. This will aid traffic circulation and help keep debris amassing at the debris-staging site to a minimum. Common operational activities will include:

- Reduction in volume
- Recycling/sorting
- Tipping or unloading areas
- Loading areas for processed debris to go to its final disposition
- Drop-off areas for the general public (for debris such as green waste/vegetative debris, recycling, or C&D)
- Household hazardous waste storage
- Monitoring tower locations
- Equipment, fuel, and water storage

1.4 Household Hazardous Waste Containment Area.

The Contractor shall construct a hazardous material containment area at each TDSRS. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a non-permeable barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the ground area is required to prevent storm water from entering the containment area. The containment area shall have a non-permeable cover at all times. It is the Contractors responsibility to be informed of all laws pertaining to the handling of hazardous materials. Site run-off must be redirected from the containment area by site grading.

1.5 Closure of TDSRS

The Contractor shall remove all equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the TDSRS to its original state prior to use. See Exhibit A9 entitled Close-out of TDSRS for more information with regard to close-out procedures and requirements.

2. The Contractor shall establish Vehicle Aggregation Sites which will include and mobilization, build-out of site, operations at site, and demobilization.

2.1 For the removal and recovery of abandoned and disabled vehicles within the public Right-of-Way, the Contractor, in their assigned debris control zone, shall include the following plan of action in the quoted price for the services related to the operation and management of the vehicle aggregation sites:

Contractor will work with the State to secure sites where vehicles can be stored until demobilization. Sites should be level, clean, dry and have a firm surface and be accessible by recovery and remediation vehicles and equipment. Each site should be evaluated and prepared with regard to issues of ingress and egress, highway access, neighborhood concerns and soil conditions.

During mobilization, Contractor will supply and transport all necessary supplies, equipment, materials, and personnel to the aggregation sites, and build out the improvements to the site required for storage and remediation operations. If necessary, Contractor will obtain clearance from underground or overhead utilities and from property owners and State and local entities for the aggregation locations.

2.2 Operation of the Aggregation Sites

These sites shall be secured with fencing and lighting as needed to secure according to applicable state regulations. Contractor must be prepared to operate the sites to receive vehicles up to twenty-four hours a day and up to seven days a week as required by the State. Vehicles will be stored in a manner to permit inspection by State authorities as required, or for reclamation by owners and/or their agents. Contractor shall also be prepared to provide his/her own 24-hour security if necessary.

2.3 Receipt of Vehicles

Each site will be equipped with a tower manned by both an independent monitor and one of the Contractor's representatives in order to record the receipt of each vehicle and maintain accurate records. The Contractor is responsible for creating and maintaining a computerized tracking system. As the vehicle is accepted at the tower, it shall be checked into the aggregation site using the vehicle Year, Make, Model, license Plate State and Number, Vehicle Identification Number, extent and type of damage, and its location on the lot by row number, column letter and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vehicle by authorities for purposes of the recovery operation. If the vehicles have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vehicle shall then be prepared and the condition of the vehicle and the processes that it goes through are then tracked. This ticket shall then become part of the pay documents for the recovery, preparation, and disposal. If necessary or required, Contractor shall mark the windshield of the vehicle with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vehicle through each step. Contractor shall work with a State DMV staff person as directed by the State EOC designated person for accessing the names and addresses of owners in the DMV records that correspond to the VINs that the Contractor has entered into the computerized tracking system.

2.4 Storage

The Contractor shall store vehicles in a manner that provides for ample access for inspection by State and/or municipal authorities and/or to allow for retrieval and reclamation by vehicle owner when applicable and the Contractor when the holding period, as determined by the State, has expired and the vehicle is being removed for final dismantling, recycling, and/or disposal.

2.5 Demobilization

Vehicles shall be discharged to appropriate entities for disposal, recycling, or other appropriation as directed by the terms of the contract, after clearance through applicable protocols, and after documentation in the vehicle record previously described. Once all vehicles are removed, Contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. Contractor shall dispose of all solid waste and debris in a permitted disposal facility or landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Contractor shall refer to Exhibit A9 entitled Close-out of TDSRS for close-out criteria and guidance.

3. The Contractor shall establish Vessel Aggregation Sites to include mobilization, build-out of site, operations at site, and demobilization.

3.1 For the removal and recovery of abandoned vessels within the public Right

of-Way and not covered under the USCG or the USACE, the Contractor, in their assigned debris control zone, shall include a plan of action in the quoted price for the services related to the operation and management of the vessel aggregation sites.

3.2 Mobilization

During mobilization, Contractor shall supply and transport all necessary supplies, equipment, materials, and personnel to the vessel aggregation sites, and build out the improvements to the site required for storage operations. Contractor will obtain clearance from underground or overhead utilities and from property owners and State entities for the aggregation location. Contractor and/or its subs must have recovery equipment and vehicles prepared to mobilize upon the first notification to recover vessels.

3.3 Operation of the Aggregation Sites

These sites shall be fenced, lighted and secured. Contractor shall be prepared to operate each site to accept vessels up to twenty-four (24) hours a day and up to seven days a week as required by the State for access and inspection. Vessels will be stored in a manner to permit inspection by State and/or municipal authorities or for reclamation by owners. Sites shall be centrally located to the areas containing the greatest proportion of damaged and abandoned vessels.

3.4 Receipt of Vessels

Each site will be equipped with a receiving area manned by both an independent monitor and the Contractor's representative for recording the receipt of each vessel and maintaining accurate records. As the vessel is accepted at the receiving area, the vessel will be checked into the aggregation site with a record of the vessel recovery location, description, registration number, extent and type of damage, and its location on the lot by row number, column letter, and GPS location. Contractor shall also record any identifying information or number(s) contained in markings or stickers affixed to the vessel by State or municipal authorities for purposes of the recovery operation. If the vessels have been tagged with a bar code, the tag will be scanned and printed. A computerized tracking of the vessel shall then be prepared and the condition of the vessel and the processes that it goes through are then tracked. If necessary or required, Contractor shall typically mark the topside, bow, stern, and/or deck of the vessel with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vessel through each step.

3.5 Storage

Vessels introduced into the aggregation site will be stored at the site in a fenced, lighted, and secure environment. Vessels will be staged, tagged, and marked for easy retrieval and inspection. Vessels will be stored in locations identifiable by row, column number, letter, and/or by GPS coordinates. Location identifiers shall be keyed to the vessel records in the site's tracking database. Boats shall be segregated by type and size and trailers shall be segregated from boats. Vessels shall be stored in a manner to allow ample access for inspection by State and municipal authorities and/or to allow for retrieval and reclamation

by vessel owner when applicable and the Contractor when the holding period has expired, as determined by the State, and the vessel is being removed for final dismantling, recycling, and/or disposal.

3.6 Demobilization

Once all vessels are removed, Contractor will remove all equipment, supplies, and non-hazardous trash from the aggregation site. Contractor shall dispose of all trash and debris in a permitted disposal facility of landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Contractor shall refer to Exhibit A9 entitled Close-out of TDSRS for close-out criteria and guidance.

IV. Contractor Service Deliverables

The following are service deliverables to be provided by the contractor.

Phillips and Jordan

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1.0 Mobilization of Personnel and Equipment

Upon authorization by the State of Connecticut, Phillips and Jordan (P& J) will transition to a “ready” status. This process will involve preliminary notice to our advance operations team, an initial contact to the State of Connecticut and a cursory review of work plans given the context of the specific event. P&J will review our available personnel resources and identify those individuals best suited to fulfill the senior management positions on the project. The project management team will be activated and committed to internal planning until such time as P&J determine the status participation in the event.

Anticipated mobilization will proceed as follows:

- 1st Stage –Pre-execution Planning
- 2nd Stage - Task order for initial debris removal/reduction services
- 3rd Stage – Ramp up and follow on task orders

1.1 1st Stage, Pre-execution Planning

Upon authorization, P&J will dispatch the Pre-Execution Team to the location designated by the State. This team will include the Operations Manager, the ES&H Manager, and the Contractor Quality Control Systems Manager (CQCSM), who will function as the Operations Planner.

Depending upon the logistical challenges presented in the specific event, P&J will accelerate mobilization of the Pre-Execution Team to the designated location.

In addition to the Pre-Execution Team, simultaneous with receipt of this initial notice to proceed, P&J will activate its advance operations team comprised of the following major components:

- Logistics
- Select Subcontractors
- Operations Manager

Work requirements identified by the Pre-Execution Team will be communicated to the advance operations team for purposes of executing the appropriate mobilization strategy. The Pre-Execution Team will simultaneously notify the “likely” 2nd Stage teams and resources of the pending needs to allow for pre-planning. This will further provide for a prompt mobilization to support the State of Connecticut in the effort.

Coordination and strategy sessions with the State will be attended, as requested. This will facilitate our better understanding of in-state sensitivities, local contractor resources, restraints and obstacles.

1.1.1 Plan Execution

The following contractor plans will be furnished to the State for approval within 72 hours after the Task Order is issued:

- Operations Plan (OP)
- Contractor Quality Control Plan (CQCP)

Site specific services will be provided by the State of Connecticut, or collectively developed, in connection with the issuance of specific task orders. Upon receipt, the P&J project management team will review the scope of service for purposes of identifying the following performance specifications:

- Definable work features
- Eligibility parameters
- Schedule and production requirements
- Environmental, health and safety factors
- Contractor versus State responsibilities and authority
- Documentation requirements
- Reporting and submittal requirements
- Measurement and payment standards
- Federal, state, and local inter-agency coordination and jurisdictional impacts (i.e. permits, laws, ordinances, etc.)
- Performance standards
- Funding limitations

Upon approval, a supplement will be prepared to the CQCP to ensure performance of the work in accordance with the Contract, task order, and approved contractor plans. This supplement will address the five (5) functional control areas referenced in the “Inspection and Acceptance” (Section 11.6) and the Contractor’s methodology for applying said control areas to the instant task order. The CQCP supplement will be submitted to the State for approval.

1.1.2 Logistics

The logistical group will be responsible for identifying and fulfilling the following requirements:

- Resource Loading Requirements – Personnel and equipment required - immediate and near-term
- Safety and Environmental Control - Worker Training, Personal Protective Equipment (PPE), hygiene facilities, personnel monitoring and other safety/environmental control considerations based on known or presumed conditions from initial responders/Pre-Execution Team to long term workers
- Dispatch – Transportation and freight to work zone
- Communications – Requirements and restrictions
- Life support – Worker housing and sustenance
- Fuel and Gas – Availability and distance from work zone
- Staging and Check-in – Initial location(s) to route resources
- Special Needs – Security, food service, charter aircraft, etc.

P&J will dispatch a mobile command center(s) to the work zone if needed and/or necessary. The trailers will initially be staged outside the work zone until the equipment check-in location is identified and will serve as a planning hub for our Pre-Execution Planning Team. Motor homes will be dispatched to the work zone to house the Pre-Execution Planning Team.

1.1.3 Select Subcontractors

P&J will identify subcontractors that they will utilize immediately following a significant event. These subcontractors will represent a variety of disciplines and will be required in the early stages of operations. Subcontract partners will participate in the planning stages of the project and will assist in the development of project specific work plans and ES&H plans in an anticipation of authorized work.

1.1.4 Contract Representative

A P&J Project Manager will be assigned to the project. In the advanced planning stage of mobilization, this individual will review requirements that are outlined in the contract. These

requirements will be identified and satisfied including but not limited to certificates of insurance and letters of authority. An assessment will be made of administrative resources required to support the office and preliminary arrangements will be made to satisfy these needs.

1.2 2nd Stage - Debris Removal/Reduction Services

It is presumed that authorization will be issued for debris removal and reduction services based upon the response strategy developed in connection with the Pre-Execution Planning. The initial services will include:

- Equipment check-in and worker orientation (inclusive on environmental awareness, worker protection training and medical reviews, as needed)
- Push-back
- Waste segregation
- Load and haul
- TDSRS site construction
- Debris site management
- Debris reduction
- Recycling
- Debris disposal

P&J will fulfill the 24-hour mobilization requirements as follows:

- Basic 1st 24 hour performance requirements
- Next 48 hours – Up to 30 complete load and haul crews – Pre-positioned subcontractors involved in the advance operations team
- Next 72 hours – Up to 15 mechanical reduction (burn or grind) TDSRS Sites – P&J internal resources

The basic infrastructure required to start the project involves the following:

- Worker housing and life support
- Functional staging and check-in area
- Fuel and safety supplies

P&J will support equipment and supplies to immediately establish an approximate 100 worker base camp if work site conditions prohibit conventional housing. In addition, advance operations team will include a food service provider that will have been involved in the planning stage.

An equipment staging and check-in area will be established in each geographic area established in the work plan. This area will serve as a mobilization “hub” for incoming workers, equipment, and subcontractors. Ideally, the site will be hard surface and approximately 5-10 acres and located in area that does not conflict with the response efforts or offend the general public. The mobile command centers will be set-up at each check-in site and will support the Contractor and State personnel involved in the check-in process.

P&J’s safety supplier will immediately be mobilized to the check-in sites to ensure an adequate bulk supply of personal protective equipment and traffic control devices are in place.

In order to begin push-back and load and haul operations, public and private line crews will be sent ahead of the debris crews to test for energized power lines and to ensure that they are disconnected. Waste segregation teams will come behind these electrical crews to prepare the eligible debris stream for conventional load and haul operations.

The Operations Manager will establish a presence convenient to the state representative and will be available to the State contracting group to facilitate compliance with the commercial provisions of the contract. The Operations Manager will have signatory authority to commit the resources of the firm. The Operation Manager's responsibilities will include, but not be limited to, the following:

- Expedite specific requests by the State of Connecticut for ad hoc information and statistics
- Develop, maintain, and distribute to the State of Connecticut contact information for P&J team members
- Coordinate the task order process on behalf of the contractor:
 - Proposals
 - Negotiations
 - Issuance
 - Monitor funding limitations
 - Request Modifications as needed
- Provide periodic contract status reports to the State of Connecticut
- Convey work authorizations to the P&J management team
- Coordinate invoice preparation and reconciliations with the State of Connecticut

1.3 3rd Stage – Ramp Up and Follow Up On Task Orders

In order to adequately respond to the initial requirements of the solicitation and resulting task order, P&J will initially utilize internal forces and subcontractors that may reside outside of the impacted area. Upon satisfaction of the initial mobilization requirements, P&J will look to the local market place to satisfy additional resource needs. As follow on task orders are issued for additional services, such as leaners and hangers and stumps, P&J again will look to local market with an emphasis on the subcontracting goals established in our Subcontracting Plan.

2.0 Project Management System/Procedures and Protocols to Ensure Service

2.1 Pre-Work Activities

In conjunction with receipt of the initial Notice to Proceed (NTP) task order the following items will be submitted, as required, to the State:

- Letter of Designation and Authority – Operations Manager - For Information Only
- Letter of Designation and Authority – ES&H Manager - For Information Only
- Letter of Designation and Authority – CQCSM - For Information Only
- Contact list for Project Team (To be updated as changed) – For Information Only
- Site Specific Management/Operations Plan (Within 72 Hours of NTP) – For Approval
- Contractor Quality Control Plan (Within 72 Hours of NTP) – For Approval
- Site Specific Safety and Health Plan (SSHP) (Within 72 Hours of NTP) – For Approval
- Small Business Subcontracting Plan – For Approval
- Current List of Subcontractors (To be updated as changed) – For Information Only
- Certificate of Insurance – For Approval
- Various Forms – For Approval:
- Truck Placards
- Truck Check-in Forms
- Load Tickets (as agreed to by all parties)
- ADMS Implementation Plan – For Approval
- Request for Authorized Disposal Sites (To be updated as changed) - Response requested

2.2 Equipment & Personnel Check-in

Prior to beginning work all project personnel and equipment will be processed at a resource staging area. A facility (tent) will be established large enough to handle a large number of people. An equipment marshaling area will be organized in a manner that allows ample storage space for the equipment coming in, the equipment that has passed inspection, and the equipment returning from the field each day. A job bulletin board will be constructed that posts the legal notices (EEO, sexual harassment, OSHA, prevailing wages, etc.), as well as all other contract information and the safety performance record once the operation gets underway. The check-in process will entail the following

- Personnel Check-in and Orientation
- Collection of employer and personal data including emergency contact information
- Evaluation of skills
- Medical screening as applicable
- Site specific safety indoctrination
- Distribution of required PPE supplies
- Distribution of prevailing wage literature and communication of grievance procedures
- Project Structure & Work Overview
- Badge employee
- Supervisors/CQC Orientation
- Site Specific Management/Operations Plan Training
- Task Order specifications
- Quality Control Program
- ADMS Training
- Site Specific Safety and Health Plan
- Work documentation

- Subcontract overview
- Health & Safety Orientation
- Payment process and pay cycles
- Payment disputes
- Contact numbers
- Ethics training and Anti-Kickback Policy
- Hauling Units
- Commercial Driver's License Verification
- Load Carrying Capacity Certification
- Placard
- All Other Equipment

2.3 Daily Planning Meetings

At the inception of the project the contractor will establish a centralized staging area in each discrete geographical area. Debris removal crew supervisors will report to this staging area for a daily debriefing. State representatives should attend this meeting. This meeting will be conducted by the Operations Manager.

These daily meetings will form the foundation of the debris removal efforts. Problems will be identified and corrected. The general format of these meetings will be as follows:

- Collection of daily reports
- Foreman reports
- Areas covered current day
- Problems encountered
- Resources needed
- Environmental and safety issues
- Production concerns
- Establishment and tracking of benchmarks (i.e. loads hauled)
- Subcontractor announcements
- State of Connecticut issues
- Local issues and complaints
- Assignments for next day

The primary objective of this meeting is to produce a coordinated effort among team members. Information is exchanged between P&J and team members, priorities established, and problems resolved.

2.4 Daily Reporting

The Daily Contractor Quality Control Report will be submitted to the State. This report, at a minimum will contain the data included with the CQC specifications. The report will be organized by area, sector, and zone and disposal site. Information will be collected by the CQC site foreman. This information will be accumulated and organized by the CQCSM and then submitted electronically to the State.

2.5 Debris Removal

P&J will be responsible for debris collection and removal from the affected areas. Debris will be scattered throughout the area in the form of fallen and uprooted trees, fallen branches, and other small and large vegetative debris. Additionally, mixed debris consisting of C&D-type material is

to be expected. It is possible that a broad range of special wastes will be commingled throughout the waste stream.

Eligible debris is defined as “materials originating from the effects of any natural or man-made catastrophe or major disaster.” Unless specific authorization is granted by the State, eligibility will be confined to debris located on the public rights of way and will exclude debris originating from commercial sources.

Debris Removal involves the following sequence of events:

- Waste Segregation
- Special Waste Collection
- Debris Removal
- Loading
- Hauling
- Unloading

2.6 Passes

Specific task orders will address number of pass requirements. Generally speaking, rural and semi-rural work environments require less passes than urban environments. With each pass, debris becomes more and more scattered resulting in increased costs. It is possible to complete the work requirements in little as three (3) passes; however, in an urban environment the number of passes can be much higher.

2.7 Work Zone Safety and Traffic Control

Prior to work beginning, a Traffic Control Plan will be drafted as part of the Site Specific Health and Safety Plan (SSHP). Traffic control supplies and devices (including signage, cones, barrels, stop/slow paddles, PPE, etc.) will be provided on the first day of operations. Training will be provided to load and haul crews to include a mock traffic control set-up to include the variety of scenarios that may be encountered in the field (intersections, one-way streets, multi-lane highways etc.). Flaggers are provided with special training to ensure competency, alertness, and compliance with the traffic control plan. P&J also utilizes the Flagger-Zone in which the flagger has two lines of cones for added protection and visibility.

2.8 Route Hazard Analysis

A route hazard analysis will be conducted at the inception of the job and certain haul routes will be identified as unsafe. Based upon these inspections, preferred routes will be identified and restrictions on types of loading and haul units established. On a continuing basis, a daily route review will be conducted by a member of each removal crew to identify potential hazards.

2.9 Curbside Debris Segregation

The objective of the debris segregation program is to minimize the amount of debris that will be required to be disposed of in a lined, sanitary landfill, thus maximizing the amount of debris that can be recycled. This will be accomplished by implementing a comprehensive curbside debris segregation program. Curbside debris will generally fall into the following major categories:

- Vegetative debris
- Household hazardous waste (HHW)
- Hazardous, toxic and radioactive wastes (HTRW)
- White goods

- Municipal solid waste (MSW)
- Electronic wastes (e-Waste)
- Asbestos Containing Material
- Construction and demolition debris (C&D)
- Automotive tires
- Small motorized (gas powered) equipment(SME)
- Automobiles and boats damaged beyond repair
- Animal Carcasses
- Recyclables

2.9.1 Vegetative Debris

Vegetative debris (stumps, logs, limbs, brush, leaves, etc) may comprise the bulk of the debris stream from a hurricane if that hurricane is a Category III or less. These storms typically have minimal damage to structures and typically generate predominantly vegetative debris. In contrast, Category IV or V hurricanes, or storms that cause flooding may result in significant damage to structures and will increase the percentage of C&D that will be commingled with the debris.

2.9.2 Household Hazardous Waste (HHW)

Examples of HHW include, but are not limited to, cleaning products (oven cleaners, drain cleaners, wood metal cleaners and polishes, toilet cleaners, tub/tile/shower cleaners, laundry bleach); automotive products (motor oil, fuel additives, injection cleaners, a/c refrigerants, starter fluids, auto batteries, transmission/brake fluids, antifreeze); lawn and garden products (herbicides, insecticides, fungicides, wood preservatives); flammable products (propane tanks and other compressed gas cylinders, kerosene, residential heating oil, diesel, gas, oil, lighter fluids); indoor usage pesticides (ant/cockroach/flea/rodent sprays and baits); workshop/painting supplies (adhesives, glues, furniture strippers, oil/enamel based paints, stains and finishes, paint thinners and turpentine, paint removers, photographic and hobby chemicals), mercury switches, and pool chemicals.

These HHW items will be removed from the debris piles, collected curbside, and then transported to a central HHW management site for processing and disposal. Transportation will be accomplished using plastic bins to contain spillage utilizing either pickup trucks or specialty trailers. In general, HHW will either be recycled or disposed at a permitted hazardous waste disposal facility.

2.9.3 Hazardous, Toxic and Radioactive Wastes (HTRW)

HTRW includes, but are not limited to, compressed gas cylinders, drums/containers, tanks, RCRA hazardous wastes, radioactive wastes, etc. The following will be considered when managing HTRW:

- Waste Characterization
- Characteristic hazardous waste
- Ignitable
- Corrosive
- Reactive
- Radioactivity
- Toxic
- Listed hazardous waste
- State-designated hazardous waste

- Toxic Substance Control Act (TSCA) Waste
- PCBs
- Dioxins
- Asbestos Containing Wastes
- Special Handling and Storage Requirements
- Segregation
- Storage
- Transportation
- Proper Manifesting
- Department of Transportation Regulations (Federal and State)

2.9.4 White Goods

Refrigerators, freezers, stoves, air conditioning units and other large appliances should be removed from the curbside and taken in dedicated trucks to a central location for processing (freezers and refrigerators will be taped closed). Once there, the putrescible wastes will be removed and the refrigerant removed and recycled. The white goods may then be crushed on site, baled and removed to an off site recycler.

2.9.5 Municipal Solid Waste (MSW)

MSW is a waste type that includes predominantly household waste (domestic waste) with sometimes the addition of commercial wastes collected by a municipality within a given area. They are in either solid or semisolid form and generally exclude industrial hazardous wastes. MSW includes putrescible wastes from foodstuff, livestock, etc.

2.9.6 Electronic Wastes (e-Waste)

E-Waste includes, but is not limited to, television sets, computers, monitors, and other electronics that contain circuit boards or vacuum tubes that contain concentrated heavy metals such as lead, cadmium, chromium, and mercury. These e-wastes will be segregated from curbside debris piles, and taken to a designated location using pickup trucks and trailers where they are sorted by type placed on pallets and shrink wrapped. The pallets may then be loaded onto trucks and taken to a recycler.

2.9.7 Asbestos Containing Material (ACM)

ACM may be visually identified in curbside piles (i.e., obvious ACM such as transite shingles and vinyl floor tiles). Obvious ACM will be removed from these areas by trained crews and placed into polyethylene bags and the bags sealed. Sealed bags will be placed in a box truck and delivered to the appropriate landfill. Large quantities of curbside ACM will be loaded using methods with heavy equipment (i.e. similar to RACM demolition), and sealed in plastic sheeting in the haul trucks. Segregation of ACM from curbside debris is a Best Management Practice to protect workers both in the load and haul and landfilling operations, and typically not required as curbside debris is normally exempt from regulations such as the National Emissions Standards for Hazardous Air Pollutants (NESHAPs). If authorized, P & J will establish an asbestos program that targets asbestos materials that may potentially impact worker health. To accomplish this type of sampling, P&J will be utilizing a mobile asbestos lab(s) equipped with Polarized Light Microscopy (PLM) capabilities.

NOTE: Asbestos-containing materials shall be disposed of in a landfill licensed to accept and dispose of asbestos-containing materials. Materials that should be segregated include, but are not

necessarily limited to: floor tiles, roofing shingles, linoleum, ceiling tiles, Transite (exterior) shingles, concrete flooring covered with mastic or flooring adhesive pipe and/or boiler insulation, ceiling and/or wall texture and stippled or blown on surfacing materials.”

2.9.8 Construction and Demolition Debris (C&D)

C&D includes waste building materials, packaging, rubble resulting from explosion, remodeling, or repair or demolition operations on houses, commercial buildings and other structures. Such wastes include, but are not limited to masonry materials, sheet rock, roofing waste, non asbestos insulation, scrap metal, wood products, uncontaminated concrete, soil, brick, asphalt paving waste, and ash resulting from the combustion of untreated wood products.

2.9.9 Automotive Tires

Tires from scrapped vehicles as well as tires stockpiled within the debris field will be collected and transported to a licensed receiving facility.

2.9.10 Small Motorized Equipment (SME)

Gasoline powered lawn equipment that contain fuel, oil and other hazardous substances will be removed from the curbside and taken in dedicated trucks to a central location for processing. Once there, they will be cleaned out and the fuel and oil removed and recycled or disposed properly.

2.9.11 Automobiles and Boats

Autos, trucks, boats, and other motorized vehicles may require removal and disposal. These items contain fuel, oil and other hazardous substances that will be removed and recycled or disposed of. Ultimately these items can be crushed and recycled.

2.9.12 Animal Carcasses

Handling and disposal of dead animal carcasses will be done carefully in consultation with the appropriate State and Federal Agencies.

2.9.13 Recyclables

The debris stream will include common materials that can be considered for segregation from the waste stream for recycling, including:

- Steel
- Vegetative wood for chipping/mulching
- Aluminum
- Concrete/Brick
- Asphaltic concrete
- Copper wire
- Tires
- Waste oils from HHW, SME's, autos, boats, etc.
- Freon from white goods.
- Metals from e-waste circuit boards.

2.10 Loading and Hauling

Debris will be transported from the streets to TDSRS or the final disposal sites. With the exception of rubber-tracked skid steer loaders, tracked equipment will be prohibited on roadways. All hauling units will be mechanically loaded and capable of dumping their load. Side boards will be restricted to the specifications referenced in the CT DAS RFP No. 08PSX0027, section

C.2.1.5.2. All trucks will comply with applicable federal, state, and local rules and regulations, including tarping requirements. Tail gates will be either a hard gate or will exceed the specifications outlined in CTDAS RFP No. 08PSX0027.

The following categories of haul units will be utilized:

- Road-tractor & dump trailer or walking floor trailer
- Self-loading truck
- Dump truck
- Heavy duty pick-up and dump trailer

Crew configurations will depend upon specific work site conditions (i.e. urban versus rural areas, concentrated or scattered debris, C&D or vegetative debris). A Contractor Quality Control Site Foreman will be placed with each debris removal crew. A typical debris crew will be defined as follows:

- Loading unit
- 5-7 hauling units
- Traffic control personnel
- Ground labor
- CQC Site Foreman

In addition, trucks will not be overloaded, and overhanging debris will be trimmed at the loading site. By implementing both of these practices, debris dislodged from trucks during transportation should be minimized. Roving Crews will be formed to patrol the streets and gather debris that has fallen from trucks onto the roadways.:-

2.11 Ticket Process (Supplied through the State of CT and the Disaster Debris Monitoring Contractor awarded to contract # 08PSX0028)

Load Tickets shall be supplied by the State to the Debris Monitoring Contractor. It will be the responsibility of the Debris Monitoring Contractor to keep an accurate record of the distribution of the Load Tickets. The Debris Monitoring Project Manager will be responsible for providing the Load Tickets to the Field Debris Supervisor(s), who will in turn provide these to the Field Debris Monitors and the Fixed Site Debris/Tower Monitors.

2.12 Reduction Site Management P&J has presented below our technical approach to selecting and managing a State approved Temporary Debris Staging and Reduction Site (TDSRS). Selection of an appropriate TDSRS Site will consider the following items:

- Presence of wetlands, endangered species, sensitive plants, etc.
- Presence of historical or archeological significant sites
- Presence of adjacent surface water bodies, stormwater conveyance systems, drainage structures, retention ponds, etc.
- Relatively flat topography to minimize stormwater erosion and runoff issues
- Presence of wellfield protection areas or use of the groundwater in the vicinity for potable purposes
- Site geology as it relates to protection of potable aquifer systems
- Human population density in the downwind direction of the prevailing winds (i.e. dust and smoke nuisances)
- Ingress and egress to the property and ability to control traffic

- Sensitivity of area to noise and light nuisances that would be generated from site operations for 24 hours per day, 7 days per week.
- Avoid sites near residential communities, hospitals, churches, daycares, etc.
- Consider proximity to nearby sanitary landfills for debris disposal, soils for use in daily cover, etc.
- Consider proximity to recycling options (i.e. mulch and chip disposal, steel, concrete crushing, etc.)
- Public versus private property - use of publicly-owned lands is preferable, and will avoid costly and time-consuming leases.

2.13 TDSRS Baseline Environmental Assessment

Assessments shall be made within state environmental requirements and be consistent with the state's disaster debris management plan outline of tdsrs (chapter 5). It is important to establish an environmental baseline prior to use or in the first few weeks of use of TDSRS property before impacts from TDSRS operations can impact the site. Since time will be of the essence, the full Phase I Environmental Site Assessment (ESA) process, as described in American Standard Test Method (ASTM) E-1527-05, would likely not be practical during the time available in which a decision must be made to select a property. The Transaction Screening Process (TSP), as described in ASTM 1528-05, would be more appropriate under time-constrained circumstances. Additionally, a National Environmental Policy Act of 1969 (NEPA) checklist should be completed simultaneously with the TSPs to assess for areas that may be potentially impacted by the proposed usage of the site. The checklist items should include potential impacts to natural areas including endangered species, historical areas or buildings, cultural areas, and economic conditions including changes in access and traffic patterns within the area. The TSPs can be accomplished within 1-2 days for prospective debris reduction sites. A Complete Phase I ESA in accordance with ASTM E-1527-05 will be completed following occupation of the property for documentation.

The objective of a Phase I Environmental Site Assessment (ESA) is to identify Recognized Environmental Conditions (RECs) associated with the Property. RECs are defined in ASTM Designation E 1527-05 as "the presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property."

Additionally, the assessment will be intended to provide all appropriate inquiry (AAI) in to the previous ownership and use of the Property (within the limits of ASTM Designation 1527-05 guidelines), to assist the User in satisfying one of the requirements to qualify for the landowner liability protection (LLP), including innocent landowner defense, contiguous property owner, or bona fide prospective purchaser, with respect to Comprehensive Environmental Response, Compensation, and Liability Act aka SuperFund (CERCLA) liability.

A preliminary Baseline Environmental Assessment will be performed for each TDSRS. Site assessment activities will focus within areas where debris reduction operations should involve the potential for release of hazardous substances or petroleum substances, including:

- Debris storage and staging areas
- Debris sifting/sorting areas
- Vegetative debris incineration areas
- Ash storage areas
- Fuel storage and dispensing areas

- Equipment maintenance areas
- Equipment decontamination areas
- Worker decontamination areas
- Vehicle wash areas
- Special waste accumulation/storage areas
- Storm water retention/detention basins

The Baseline Environmental Assessment data will be used for comparison with Closeout Sampling performed at the site following site restoration. As a general rule, there will typically be some constituents of concern existing on a property from its prior use, unless the site selected is pristine, virgin land that has never been developed or used for commercial or agricultural use. The goal of the Baseline Environmental Assessment is to collect sufficient representative samples of soil, sediment, surface water, and groundwater to document the quality of these media prior to initiating, or at the onset of, site operations. The scope of work for the Baseline Environmental Assessment should be developed based on a site-specific work plan.

A site closeout environmental assessment also will be performed on each TDSRS after initial site restoration to assess if operations of the TDSRS impacted the soils and groundwater significantly as compared to the baseline data. The closeout assessment will be similar in scope to the baseline assessment to provide for comparison of pre and post-operation soil and groundwater quality. If significant differences are found, additional site restoration may be warranted.

2.14 TDSRS Site Layout and Design Considerations

Most elements of normal daily living may be required to support the investigative, reduction and disposal, and monitoring operations ongoing at the TDSRS Site. These will include: an Incident Command Center; warehouse for PPE, or other equipment storage; a mess center; re-hydration and sanitation stations for the general workforce; decontamination stations for both personnel and equipment; and personal health stations. Prevailing winds will be considered as it relates to onsite operations and the surrounding community.

2.14.1 Site Design

The sites will be designed so that the incineration pits are located a minimum of 500 feet from the nearest occupied building. Roads will be designed with separate incoming and outgoing areas, where possible, to expedite truck flow in and out of the site. Large turnaround areas between 5,000 and 10,000 square feet will be constructed to enable multiple trucks to turn around and back up to the debris pile to dump their loads simultaneously. Truck spacing is critical to ensure safe operation. Wood chipping operations will be located a minimum of 300 feet from all areas where personnel are actively working because of the potential hazard of flying debris.

2.14.2 Site Clearing

Clearing of vegetation will be performed using heavy equipment (bulldozers, front-end loaders, excavators, etc.) to construct the access roads. Clearing will be minimized in areas not being worked to reduce the potential for erosion and dust generation. Cleared vegetation will be stockpiled with the hurricane debris for incineration or chipping and grinding. Prior to initiation of clearing activities, consideration will be given to storm water run-off and erosion control so that land clearing activities do not cause uncontrollable erosion and run-off problems.

2.14.3 Security

A security fence with lockable gate and guards may be required. Personnel and vehicle identification badges and stickers may also be required. A temporary office trailer or similar

structure may be required to house security personnel. No individual without the requisite need nor appropriate authorization to be on the site, will be allowed beyond the security boundaries established.

2.14.4 Construction & Demolition Staging Area

C&D debris may be staged for consolidation and/or transfer to larger hauling vehicles at the TDSRS Site. Local conditions may dictate that C&D debris is directed to bypass the TDSRS Site and be hauled directly to the final disposal area.

2.14.5 Vehicle Processing Areas

Vehicles damaged as a result of the Incident may require processing for recycling or permanent disposal. Processing of vehicles will require: manual inspection for human remains and discrete evidence; draining and capture of all fluids and liquids; identification by type, color, and Vehicle Identification Number; and identification of ownership. Dependent upon the size of the TDSRS Site, vehicles may require stacking one on top of the other, thereby requiring specialized equipment for such operations.

2.14.6 Woody Vegetation Staging Area

Woody vegetation will be dumped and consolidated at a location no closer than 100 feet to burning/incineration areas, 100 feet from inspection towers, and at least 500 feet from the nearest occupied structure.

2.14.7 White Goods

White Goods are typically washers, dryers, air conditioning units, refrigerators, freezers, and stoves that are found in a typical home. Once recovered, these units must be emptied of all fluids and liquids before recycling the steel. Dependent upon the total number of these units, it may be necessary to crush and bale prior to hauling to a recycling location, or final disposal.

2.14.8 Hazardous/Toxic Material Storage

Lined, temporary storage areas must be established for ash, Household Hazardous Waste and Toxic materials, fuels, and other materials that may contaminate soils and groundwater at each TDSRS. Some of these materials will inevitably arrive at the TDSRS even with a successful curbside debris segregation program. The perimeter berm will be lined with hay or straw bales staked in place, or constructed using native topsoil. The site will be graded in the immediate vicinity of the containment area to direct run-off away from the protected zone. The storage area will be covered with a heavy gauge plastic and overlain by a 4-inch deep sand drainage layer to provide a waterproof barrier. If the site is also an equipment storage area, fueling and equipment repair will be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

2.14.9 Stockpile and Storage Area

When processing large volumes of debris, sufficient areas must be left open for the staging of unprocessed and processed debris. This is necessary for efficient operations and helps to ensure that processing operations are not interrupted by either slow delivery or disposal haul-off operations.

2.14.10 Manual Inspection Fields

Applies only to WMD type debris missions. Dependent upon the nature of the Incident, manual inspection of all debris may be required in order to recover and preserve human remains, and discrete criminal evidence. If this is required, separate staging areas will be reserved either prior

to, or immediately following each sorting or screening operation. The manual inspection fields will be covered for inclement weather, and to shield the operations from the general public.

2.14.11 Evidence Storage Area

Applies only to WMD type debris missions. Dependent upon the type and volume of evidence to be collected, separate staging areas would be constructed for each type of evidence. These areas will be protected from the weather, and lighted for 24-hour per day observation. If human remains are to be recovered, a temporary mortuary, complete with refrigerated storage and laboratory facilities will be required on site.

2.14.12 Mechanical Processing Areas

Sifters and screens may be required to separate soils, dust, and pulverized building products, such as concrete, during the segregation operations. Mechanical screens and sifters are available with varying screen sizes dependent upon the degree of screening required. Screens and sifters should be set apart from nearby operations as each is fed by means of front-end loaders, backhoes, and tracked equipment.

2.14.13 Road Building

Access roads will be constructed for the trucks at each site. Crushed rock or gravel will be used to provide a road base that will prevent soil erosion, reduce dust generation, and provide truck access during rainy weather. Additional applications of rock likely will be necessary to maintain the roads as the project progresses. Additional reserves of rock will be maintained on site to repair and rebuild roads due to road relocation, mud accumulation, and compression of the rock into the underlying soils as a result of heavy truck traffic.

2.14.14 Observation Towers Erection

Observation towers will be erected at each site for STATE personnel to observe the contents of each truck. Towers will be erected at the entrance and exits of each dump site. Towers will be constructed per STATE specifications and anchored into the ground, and protected by physical concrete barriers. Each tower will have access to electrical outlets, contain a fire extinguisher, extra personal protective equipment (PPE), a first aid kit and other life support features. In addition, consideration will be given to protection of STATE from the elements; therefore, additional comfort features can be added. Observation towers will be situated at the entrance to the disposal sites in such a position as to provide the observers a good view of the truck beds and its waste. Trucks containing any waste other than vegetative debris will be directed to the proper disposal area established to accept the specific waste (i.e., HHW, White goods, etc).

2.14.15 Erosion/Storm-Water Control

An Erosion Control and Storm Water Management Plan will be prepared to address conditions that potentially can cause excessive sediment erosion at the sites. The plan will include site specific considerations based on the topography and drainage features of the TDSRS site.

2.14.16 Dust Control Plan

A dust control plan will be prepared to address methods that will be utilized to minimize the generation of fugitive dust on the TDSRS site from daily operations. The dust control plan will consider high traffic areas; areas where debris is being sorted, dumped, loaded or otherwise disturbed; debris storage areas, etc.

2.14.17 Traffic Control

Traffic control issues are critical to the successful and safe completion of TDSRS Management. Several thousand loads of debris could be hauled to the sites each day. Therefore, site specific traffic control plans will be developed and incorporated into a Traffic Control Plan for the entire operation. Trucks containing vegetative debris will be directed to the debris depository areas of the disposal sites in an orderly manner down the one-way entrance road. Upon obtaining clearance from the designated flagger at the depository area, the trucks will back up, dump their load, and exit the site on the one-way exit road.

2.14.18 Debris Staging/Storage

When trucks carrying debris arrive at a site, a monitor will direct the truck where to dump. The debris is staged and pushed up by dozers. In the case of vegetative debris, the equipment operators will attempt to separate tree stumps and large logs from the general rubbish pile. The debris will be segregated at the site as to reduce the occurrence of commingling. Once the vegetative and C&D debris has been deposited at the base of the debris storage pile, dozers and excavators will be used to move and pile the debris. Debris piles will be compacted and constructed with a slope as to prevent loose debris from rolling or falling down the sides of the piles. HHW will be unloaded into the designated storage area and maintained there until proper permanent disposal method is agreed upon.

2.14.19 Spill Contingency

During the operation of the burn pits and the stockpiling of vegetative debris at the sites, air blowers, excavators, dozers, and other heavy equipment will be fueled and serviced on-site on a regular basis. There is a high potential for spills of fuel, oil, and hydraulic fluid during equipment refueling and service. There is also the potential for releases from mechanical failures and broken lines and hoses. Therefore, a Spill Contingency Plan (SCP) will be implemented.

2.15 Personal Protective Equipment Supply & Training

Debris processing operations will require the establishment of "Exclusion Zones," wherein Personal Protective Equipment (PPE) must be worn by all who enter. During TDSRS Site orientation, personnel may be required to submit to a health screening, and test fitting and training in the P&J and use of PPE. As most elements of PPE are designed for one-time use, and in anticipation of a very large workforce, supply stations or other facilities may be required at the TDSRS Site.

2.16 Mess Center (If Necessary)

During 24-hour per day operations, workers, managers and administrators must have ready access to on-site mess centers and protected eating areas. These facilities are often also used for briefing of large numbers of workers. The Mess Center is normally situated in close proximity to the office trailers, Incident Command Center (if necessary), and supply and medical facilities. The necessity for a mess center will depend upon the nature of the disaster, location of the workforce, and availability of food sources.

2.17 Re-Hydration Stations

Worker comfort and safety may dictate that re-hydration stations be readily available throughout the work site. These may be plywood huts with heating/air conditioning units and coolers with bottled water, or more elaborate structures where individuals can break for rest and re-hydration. The necessity for providing hydration stations in a given debris mission will depend upon the availability of water and fluids to the workforce from publicly available sources.

2.18 Decontamination Stations

Decontamination stations for both personnel and equipment may be required at the TDSRS Site, and at each point of entry and exit. Dependent upon the results of the air, water, and debris testing, decontamination of those working to process debris, and vehicles on the site, may be required to be decontaminated on a periodic basis such as at the end of each work shift, or departure of a vehicle from the site.

2.19 Personnel Hygiene Stations

Personnel Hygiene Stations range from portable toilets and hand-washing stations to full shower, toilet and locker facilities. The need for each of these type stations will be dictated dependent upon the size of the workforce, the nature of the debris being processed, and the identification and type of the hazards that must be contained on site.

2.20 Recycling Operations

Space for active recycling activities will be included in the layout of the TDSRS Site.

2.21 Debris Inspection Fields

When required for crime scene, forensic investigation, and body part recovery, adequate acreage will be included in the site layout. Debris Inspection Fields will be in close proximity to initial dumping sites and debris processing (grinding and burning) locations. Debris Inspection Fields may need to be covered by a temporary structure and shielded from public view.

2.22 Burning/Incineration Operations

Incineration is the most effective means for vegetative debris reduction and will only be utilized when authorized by the State. A firebreak area will be constructed around the perimeter of any burning/incinerations locations. Open burning piles, and air curtain incineration pits and boxes will be a minimum of 1000 feet from the nearest occupied building, and a minimum of 500 feet from the nearest structure. A water supply sufficient to fight an uncontrolled fire on the site, and the equipment necessary to extinguish the fire, will be maintained. Each burn location will be extinguished, watered down, and allowed to cool prior to ash residue being removed.

2.23 Grinding/Mulching Operations

Grinding and chipping is an effective method for volume reduction of vegetative debris. Adequate safety zones will be established surrounding the grinding/mulching areas to protect against debris that is “thrown” from the grinding machinery.

2.24 Health and Safety/Environmental Monitoring

Health and Safety monitoring will be conducted in accordance with the Site Safety and Health Plan and the Environmental Health and Safety Work plan for the debris site. This is further described in Section 4. The focus will be to maintain an orderly, well-managed site with primary emphasis on clear positive guidance for truck drivers, spacing of equipment to avoid close interaction of trucks with ground personnel, and spacing of trucks (two times height of the bed).

2.24.1 Site Cleanup/Restoration

In general, the site general restoration requirements are to return the property to the owners in as similar condition as possible to its pre-construction state. A P&J representative will assist the State of Connecticut with the property owner prior to site restoration so that the owner’s concerns and expectations relative to site restoration can be identified and discussed.

3.0 Debris Reduction

Debris Reduction will be accomplished through one or more of the following processes:

3.1 Air-Curtain Incineration (State Authorization Required)

Air Curtain Incinerators operate on the principle of introduction of controlled high velocity air across the upper portion of the combustion chamber in which clean debris is located. The powerful curtain of air created in this process traps burned particles under the curtain in the high temperature zone where temperatures can reach 1,832 degrees Fahrenheit (1,000 degrees Celsius) or more. The increased combustion time, higher temperature, and rotational turbulence within the pit results in a re-burn and more complete combustion of the loaded waste as compared to traditional “open-burning”, with little or no recognizable by-product. The escaping particulates are reduced to near their base elements. The resulting emissions from a properly operating air curtain burner will have an opacity rate below 10 percent during most steady state operations.

Reduction of debris by incineration is generally restricted to clean, woody vegetation and animal carcasses where it has been shown to destroy known infectious viruses in cattle, poultry, and swine. Burning of vegetative debris will be conducted in accordance with Federal, State, and Local regulations. Burn pits will be constructed per EM 385-1-1. The burn pits will be loaded using an excavator. The fire will be initiated using diesel fuel. Blowers will supply oxygen to the fire by blowing air across and into the pit through a manifold located along the top of one side of the pit. The air discharged from the manifold will be directed slightly downward into the pit so that it strikes the opposite wall of the pit approximately 2 feet below the top of the pit. Burning will continue until the pit is approximately 1/3 third full of ash. At that point, the large logs, which have not completely burned, will be removed from the pit and placed on an earthen area near the pit. The ash in the pit will then be quenched with water. After the ash has cooled, it will be removed from the burning pit and placed in an adjacent storage area. The storage area will be bermed or diked to prevent the ash from being transported from the pit by storm water runoff during a rainfall event. Ash will periodically be hauled to an appropriately permitted permanent disposal facility.

Air Curtain Incinerators are either above-grade, refractory lined manufactured boxes, or pit/trench burners designed to operate in an excavated pit or trench.

3.2 Pit/Trench Burner (State Authorization Required)

Pit/trench burners are self-contained, trailer mounted systems that include a power plant, mechanical drive system, blower fan and fuel tank. These units have a manifold that delivers the “air curtain” for pit/trench burning. On-site assembly of the carrier pipe and manifold components is required. The pit/trench is constructed using a backhoe, excavator or similar equipment. The earthen trench is constructed by either excavating down into the soil or by piling up soil to achieve a trench that is the length of the manifold. Very sandy soils and high water tables may prevent the excavation of a pit/trench of appropriate depth. Burning operations can usually run for three days before the ash in the trench will need to be removed or buried. The trench can be reused as long as the earthen sides of the trench remain stable. Once they start to deteriorate, emissions will begin to increase and thru-put will decrease.

3.3 Incineration Boxes (State Authorization Required)

Incineration boxes are refractory lined enclosures that are completely self-contained and do not require set-up or teardown. The refractory lined fire box allows for more controlled burns without the need for an earthen pit or trench. Doors at the end of the machine allow for ash

removal. The unit can be dragged on its skids around the site for dumping of ash and/or repositioning of the unit. The ash can also be removed by scooping it out with an excavator. The area inside the refractory walls is open to the ground. The vertical refractory walls not only enhance the efficiency of the air curtain principle, but also aid in the combustion process by retaining the high temperatures generated within the chamber.

3.4 Grinding/Chipping/Crushing

There are two principle purposes for grinding, chipping or crushing both vegetative and C&D debris (where applicable). The first purpose is to prepare the debris for some measure of beneficial reuse, including but not limited to: recycling of metals; reuse of road building materials; recycling of glass; and the use of clean, woody materials as mulch and as part of daily cover, green waste at landfills and use at biomass facilities. The second purpose is the reduction in volume of the area these materials will occupy in their final disposal location such as a landfill.

Horizontal grinders are normally used to reduce lengths materials such as tree trunks. Tub grinders are utilized to reduce bulky materials such as stumps, tree branches, short logs, brush, and other vegetative materials. Rubble crushers are used to reduce road bed materials back to their nearly original state prior to mixing and grading. Large commercial debris grinders will be set up at each site in order to convert some of the debris into wood chips suitable for use as mulch. A knuckle loader or excavator will be used to load debris into the grinder. The grinders will be primarily used for debris such as stumps, which are not suitable for incineration or in the event incineration is not an approved disposal option. Due to the noise generated by the grinders and the hazard of debris being ejected from the machine, the grinders will be set up at least 300 feet from all other work areas. The 300 foot boundary will be marked by physical barriers and caution tape, and appropriate signage. A pre-work hazard assessment will be conducted and the safe work plan will be included as part of the Site Safety and Health Plan.

Grinding will be limited to C&D materials that have been sampled to show that asbestos-containing materials are not present (i.e. comprehensive housing survey) or a verification that “suspect” asbestos containing materials are not present. This primarily limits the C&D grinding to construction lumber, metal, concrete, glass, and synthetic fiber materials. Although grinding of suspect or known asbestos-containing materials is regulated by the NESPAPs (40CFR61) and most State programs, it may be considered in certain applications given proper regulatory waivers and No Action Assurance record documents from applicable agencies.

3.5 Separation/Sifting

Debris from a WMD incident, such as the World Trade Center, may require forensic investigation, including the recovery of human remains and evidence. Following a manual walk thru of large debris, smaller debris elements are separated and screened or sifted for separation into even smaller debris elements.

3.6 Disaster Debris Waste Reduction and Recycling Strategy

A C&D (Construction and demolition debris-) debris stream will include common materials that can be considered for segregation from the waste stream for recycling, including:

- **Scrap lumber or wood** can be processed and used for landscaping, compost, animal bedding, boiler fuel, or engineered building products. For large trees, timber markets will be considered.
- **Metals** such as aluminum, copper, steel, and brass can be sold to scrap metal yards. These are some of the easiest and most cost effective materials to recycle. Easily recycled materials that contain metal include white goods, electronic debris, junk autos, structural steel, copper electrical wiring, and small motorized equipment.

- **Cardboard** can be kept separate in cardboard-only dumpsters at the job site and picked up by a local recycling firm.
- **Rubble** (concrete, bricks, cinder block, and certain types of tile) can be crushed and sieved for use as an aggregate. For example, it can substitute for stone aggregate in non-construction application.
- **Glass** can be recycled into fiberglass or used in place of sand in paving material.
- **Asphalt shingles** can be used in asphalt paving and pothole repair.
- **Tires.** Automotive tires can be shredded for use in various products.
- **Waste oils.** Waste oils extracted from white goods, SME's, autos, and boats can be recycled by licensed waste oil recyclers.
- **Refrigerants.** Freon type refrigerants removed from refrigerators, freezers, and air conditioners can be recycled for re-use.
- **Other scrap,** such as plastic, fiberglass, and foam or other packaging materials can be recycled. However, it may not be cost effective to recycle small amounts unless local markets exist.

A wide range of materials are recovered from C&D debris and reused, or recycled into other products. These include:

- Crushed concrete and brick used in road construction and for drainage
- Concrete, block, masonry and other clean debris used as borrow pit fill
- Concrete truck washout used to make onsite containing walls and bins
- Re-usable building supplies such as lumber and whole bricks
- Remanufacture of wood chips into engineered wood
- Wood fuels used in co-generation plants and industrial boilers
- Horticultural mulches made from natural woody material
- Dyed, decorative mulches made from untreated construction debris wood.
- Wood chips used as bulking agent in bio-solids, compost, animal bedding
- Planks and other dimensional lumber sawn from whole trees
- Corrugated cardboard containers
- Metals (steel, aluminum other non-ferrous)
- Recovered screened material (RSM) for approved uses
- Processed C&D debris used as daily cover for sanitary landfills

4.0 Disposal

Waste disposal will be conducted in accordance with a hierarchy of waste management as follows:

- Recycle
- Reduction
- Disposal

As much of the debris stream will be recycled as is economically feasible. If the waste is not recyclable, methods for reducing its volume will be considered. Finally, where recycling and reduction are not possible, landfill disposal will be utilized. The assessment of applicable disposal options takes into account a variety of parameters including worker health and safety, positive and negative environmental impacts, speed and execution to allow return of residents, cost of operations and availability of recycling markets and disposal facilities. Below is a summary of the disposal options for each waste stream anticipated during a typical debris mission:

4.1 Vegetative Debris

Vegetative debris will either be incinerated or chipped to reduce the volume. Chipped vegetative debris can be re-used as mulch, landfill daily cover, as fuel for burning, or disposed in a yard waste landfill. The ash from incinerated vegetative debris must be staged properly to minimize storm water contact, and tested for content of heavy metals, prior to disposal in a landfill, for land use applications, or use as a fuel. The possible presence of termites in the vegetative debris must be considered when evaluating re-use options (i.e. Formosan termites in New Orleans).

4.2 C&D Debris

C&D wastes can either be incinerated or landfilled, depending on the level of segregation that has been carried out on the waste stream. Incineration of this bulk waste may be an effective method for waste reduction and has been considered on other large scale projects. Before incineration can be carried out, the waste stream would require a stringent segregation of materials such as household hazardous wastes, asbestos wastes (friable and non-friable regardless of its form), plastics, electronic devices, synthetic fibers, hydrocarbon wastes, etc. The incomplete combustion of many of these items during incineration could lead to the formation of compounds that are of environmental and health concern (i.e. dioxin/furans). The ash from incinerated C&D must be staged properly to minimize storm water contact, and tested for content of heavy metals and various organic substances, prior to disposal in a landfill. Once non-C&D and non vegetative materials are segregated, including suspected/presumed asbestos containing waste that may become friable (e.g., cementitious transite panels, 6 inch square vinyl floor tiles, etc.) the C&D material can be disposed of at C&D landfills. Before landfilling, the C&D material could be reduced in size by shredding/grinding.

4.3 Household Hazardous Wastes (HHW)

These materials will be removed from the debris stream and characterized. Logistically, it may be appropriate to stage the waste at a temporary storage facility pending final disposal. Depending on the type of material and constituent concentrations, HHW should either be recycled or disposed at a permitted hazardous waste disposal facility. Poly-Chlorinated Biphenyls (PCBs) Containing Ballasts manufactured prior to 1979 in large quantities are regulated by the provisions of Toxic Substance Control Act (TSCA) and Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). These materials will be removed from the debris

stream, packaged and transported to a permitted recycling facility or TSCA permitted disposal facility for final disposition. Di (2-ethylhexyl) Phthalate (DEHP) Containing Ballasts labeled “non-PCB” that were manufactured prior to 1991 may contain DEHP and disposal of approximately 1600 of these units (or 100 lbs) could trigger reportable quantities under CERCLA. These materials should be removed from the debris stream, packaged and transported to a permitted recycling facility for final disposition.

4.4 Automotive Scrap Tires

Tires require a certified transporter permit with disposal at a permitted landfill. Recycling remains a viable option if a local market exists.

4.5 White Goods

P&J will remove white goods from the curbside and stage them at designated TDSRSs. Upon being staged, P&J will remove putrescible wastes, refrigerants or other hazardous materials from the white goods. Wastes removed will be recycled or disposed at the appropriate licensed waste disposal facilities. Once the hazardous and petroleum materials have been removed, the white goods will be recycled by crushing, baling, and shipping them to a licensed scrap recycling facility. In the event a local or regional market does not exist for recycling, or quantities are insignificant, landfilling of white goods will be used.

4.6 Electronic Waste

These materials would be removed from the debris stream, packaged with like devices, and shipped to a recycling facility for processing.

4.7 Municipal Solid and Putrescible Waste

MSW and putrescible wastes would be disposed at a permitted solid waste disposal facility in garbage bags.

4.8 Vehicles/Boats

Vehicles/boats will be removed from the neighborhoods and stored at designated locations for inspection by insurance adjusters, prior to decommissioning (removal of all fluids, batteries, etc.) before sent for recycling or in the case of boats, possible refurbishing in consultation with appropriate state agency.

Residual Sediments, Sands, and Muds

In the event that the debris mission involves areas that have been flooded, it is likely that residual sediments, sand, and mud may be present and require removal. These materials may contain residual concentrations of petroleum hydrocarbons, heavy metals, and pathogens. Disposal options will depend upon chemical analysis of the materials to assess for presence or absence of petroleum and hazardous substances, as well as biological pathogens. Disposal options could include use as unrestricted fill if no constituents of concern are detected above applicable regulatory levels, use as restricted fill for commercial applications only, use as landfill daily cover, or disposal in a C&D landfill or MSW landfill.

4.9 Animal Carcasses

Handling and disposal of dead animal carcasses will be done carefully in consultation with the appropriate State and Federal Agencies.

5.0 Demolition

P&J anticipates that in some debris missions demolition of structures will be required for the overall debris mission. Demolition services for a typical hurricane debris response will include:

- Asbestos Survey
- Decommissioning
- Utility Disconnect and Permitting
- Demolition Procedures

Prior to demolition, condemned structures will be inspected for ACM. Visual inspections will be performed, an inventory of suspect ACM compiled, and suspect ACM will be sampled and analyzed in accordance with asbestos requirements set forth under the NESHAPs. Where local or state governments have adopted their own asbestos standards, those requirements will be followed. The inspection has to be performed by accredited asbestos inspectors and if the specific State requires licensing, those inspectors will be licensed accordingly. Samples will be analyzed using polarized light microscopy. Certified Asbestos Inspectors will determine friability of material and approve sample locations and collections. The inspector shall also determine if the material is likely to be rendered friable as a result of the demolition, loading, hauling, or landfilling process.

Once data is received from the laboratory, an asbestos inspection report is developed for each structure. The report identifies suspect material types, sample results, friability of materials, location of samples and photographic documentation. The report is used to determine the demolition method to be used. If friable ACM is found in the house, special precautions are taken during both the demolition of the house as well as during transport of waste to the landfill. Additionally, workers performing demolition of houses with friable ACM are required to be licensed in accordance with State regulations and wear appropriate personal protective equipment. If a structure is found to not contain friable ACM, the demolition does not require specific precautions nor does the material require specialized handling procedures.

In general, if no ACM is detected, a structure can be demolished and disposed as C&D. If ACM is detected, it can be removed so the structure can be demolished as C&D, or the house can be demolished with the ACM in place as Regulated Asbestos Containing Material (RACM), and disposed accordingly (providing a waiver or No Action Assurance letter is obtained from the EPA allowing this activity).

5.1 Decommissioning

P&J will develop a Decommissioning Plan for the decommissioning of structures to be demolished, and shall be in accordance with applicable regulatory criteria. The Decommissioning Plan's components shall address, but not be limited to the following items: decommission inspections; inspector qualifications and training; evaluation of structures for the presence of hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned waste. P&J will decommission structures prior to demolition and during demolition, to the extent practicable. The decommissioning program will include the capping of utilities including water, gas, sewer and electrical lines.

A team of skilled workers will collect HHW, white goods, and other special wastes and remove them from the structure and deliver them to a centralized area. These materials will be transported; recycled, and or disposed. Any personal property found during decommissioning will be turned over to the State.

P&J will provide a licensed technician to perform Ozone Depleting Substance (ODS -i.e., Freon[®]) removal and recovery from air conditioning units located in structures being decommissioned. ODS recovery will be performed on both central systems as well as window units. Recovered ODS will be recycled.

Unsound structures will not be entered prior to structure removal for decommissioning assessments and removals. During the removal of unsound structures, hazardous substance waste streams and white goods will be collected from the structure and handled as per the following sequence: 1. The structure will be stabilized enough to allow access by decommissioning crews. 2. Survey the structure and segregate waste. 3. Segregate and remove HHW and white goods. 4. Complete demolition of the building as a C&D or RACM waste stream.

5.2 Disconnection of Utilities and Permitting

P&J will contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. Work that requires licensing and permitting by a state or local agency will be performed by a licensed Mechanical, Electrical and Plumbing Contractor. The appropriate demolition permit will be obtained from the governing agency. In cases where there are no shut-off valves, and excavation is required within the utility rights-of-way, the excavation will be limited to the existing Right of Way (ROW) to the greatest extent feasible, in order to limit unnecessary ground disturbance.

5.3 Demolition of Structures, Staging, Transportation and Disposal of RACM Debris

In accordance with the current standard of care for the demolition industry, P&J will provide a trained and licensed demolition crew to demolish the structures as summarized below:

- Material will be removed using methods to reduce the generation of dust.
- An excavator with live thumb will be used to remove bulk material.
- Demolitions for RACM structures will be performed by asbestos trained workers and utilizing PPE similar to that of a RACM abatement. RACM waste will be “burrito wrapped” in the roll-off containers or truck beds using two layers of 6 mil plastic sheeting, and sealed before transport.

5.4 Personal Property Debris Removal (PPDR)

In certain instances, FEMA public assistance will extend to private property debris removal (PPDR). Right of entry (ROE) access must be granted by the property owner prior to entering their property. Typically, this documentation, or right of entry packet, is provided by the Contracting Agency to the Contractor. A central feature to the PPDR process is documentation of the property condition immediately preceding the work and following completion (i.e. before and after). P&J will utilize both digital camera and digital video recorders to accommodate these requirements. Imagery was electronically archived and can be retrieved based upon the physical address or date the work will be performed.

6.0 Leaners and Hangers

If directed by the State, specialized tree crews will be mobilized by P&J to remove leaner trees and hanging limbs. A “Leaner” is defined as a tree that is leaning, possibly uprooted, that presents a threat or danger to the general public. A “hanger” is a limb or branch that is partially broken and is in danger of falling. Only “leaners” and “hangers” located on the public rights-of-way will be eligible. Trees will be identified and marked in the field by the State. Trees will be categorized based upon the diameter at breast height (DBH) applicable to a given tree. Only those trees marked by the State will be cut by the Contractor. Trees located on private property or leaning on houses will be subject to the requirements of private property debris removal.

A leaner and hanger crew will consist of the following:

- One (1) bucket truck and operator/climber
- Three (3) grounds man
- One (1) Laborer
- One (1) Foreman

7.0 Stumps

If directed by the State, stump removal crews will be mobilized by P&J to remove stumps that are located on the public right-of-way and present a threat or danger to the general public. Stumps will be identified and marked in the field by the State. The basic elements of work are as follows:

- Remove & haul loose stumps in excess of 24"
- Extract, remove and haul stump greater than 12"
- Cut standing stumps
- Debris site management
- Reduce stumps
- Backfill stump holes
- Provide utility locate crews
- Repair or coordinate the repair of damaged utilities, other than damages caused by Contractor negligence

8.0 Claims Management

P&J will make every possible effort to close out all damage claims prior to the shut down of field operations. P&J will assign a Claims Manager to this project. This individual will address all claims for damages to property allegedly caused by our operations.

A claims database will be created to log each reported claim. Our claims manager will investigate and document each claim. Based upon the findings of our claims investigation P&J will either admit or deny liability. The majority of the claims typically are small in nature. Depending upon the magnitude of a claim, our insurance company may become involved. However, all claims will be resolved as expediently as possible. Our past experience indicates claims are much easier to settle if addressed in a timely fashion. P&J will distribute a list of all open, denied, and resolved claims to the State on a weekly basis.

9.0 Disaster Debris Control Zone Management

Disaster Debris Control Zone Management, or sectoring, is a logical process whereby the response effort is regionally organized to achieve optimum resource allocation and management and operational focus. In the most complex of events, or one that disperses the response effort across a wide area, P&J will organize the response footprint as follows:

Area – A region comprised of a county or city, or several counties and cities, of similar impact that can effectively be managed as a discrete project;

Sector – Areas will logically be established within a sector based upon the following factors:

- Small cities or townships and surrounding counties
- Roads, streams, landmarks and other natural and manmade boundaries
- Jurisdictional boundaries
- Population density
- Debris density
- Type of equipment required for each section
- Commercial property vs. residential
- Degree of impact within the sector
- Number of and proximity to disposal sites
- Zone – A concise region within an area. Used to organize crews and administer “pass” methodology
- Sub-Zone – To further subdivide large Zones into more manageable sub-zones

Resources and productions will be tracked and reported at each geographic level. An experienced manager will be assigned to each discrete sector and zone. Check-in locations will be established within each sector. Sector managers will report to Area managers and the Area managers will report to the Operations Manager. Area managers will gain knowledge specific to the unique issues of their assigned region that will facilitate general planning and communication with interested parties (i.e. USACE, FEMA, local officials and residents).

Resources will be allocated to a given zone based upon the following benchmarks:

1st Pass - 15-20 days

2nd Pass - 15-20 days

3rd Pass - 10-15 days

Thereafter – 10 days

Pass objectives will be the primary factor in determining crew loading for a given sector, area, and zone. The primary variable that drives removal production is cycle time. Cycle time is impacted by the following elements:

- Disposal Sites – Quantity, location, capacity, permit restrictions, site access, and traffic load will have a significant impact on production
- Debris types – A heavy concentration of C&D relative to vegetative debris will increase segregation efforts, limit landfill choices, increase loading difficulty and ultimately yield diminished production
- Urban/Rural – Difficult traffic patterns, high vehicle counts, narrow neighborhood streets, low hanging utilities, and intense public scrutiny are characteristic of urban areas. These factors all adversely impact productions

Sectoring will take into consideration the above variables in an effort to optimize their impact. Special care will be taken not to establish boundaries in such a manner as to create an incentive for haulers to overburden a specific disposal site. In urban areas, pre-existing sector maps that the local applicant utilizes for activities such as leaf collection, garbage pickup, etc. will be utilized where appropriate.

Street maps will be created for each zone. A “pass” map will be maintained that tracks daily work completed based upon input received from the CQC site foreman reports. Pass maps will be used to track progress and communicate future activities. Resources allocations will be reconfigured based upon progress towards completion objectives.

Subcontractors and crews assigned to a specific zone will remain in a zone until resources are re-allocated by the operations team. In this manner, crews develop specific knowledge of an area and gain efficiencies as work progresses. It also facilitates efficient crew evaluations by P&J CQC managers and strengthens accountability relative to property damages. In order to maintain a fresh perspective and minimize complacency, P&J will rotate area managers to different areas on a periodic basis.

Disaster Debris Control Zone Management function will begin in the initial planning stage with inputs from the State. The initial draft of operating features will be provided to the State not later than three (3) days following NTP.

10.0 Safety

P&J will develop, institute and maintain an ongoing, project-specific comprehensive program to ensure the protection of the environment, the public, and to safeguard the health and safety of employees involved in activities associated with the project requirements. This program will be designed to properly recognize, evaluate and control potential physical, chemical, and biological hazards to either workers or the surrounding environment and will provide adequate measures to protect the public and Contracting Authority and Contractor personnel at all times. P&J has produced various approved Accident Prevention Plans (APPs) specific to debris management. P&J will take previously approved safety plans and adapt them to the needs and contaminants encountered.

10.1 Hazard Evaluation

P&J will perform an initial and continuous evaluation of potential hazards that may result in exposure to physical, chemical and/or biological agents. These types of evaluations are critical to prevent exposure that may result in injury or illness to workers engaged in activities at and around the work site(s). This evaluation must be performed by a Certified Industrial Hygienist (CIH), certified by the American Board of Industrial Hygiene and a Certified Safety Professional (CSP), certified by the Board of Certified Safety Professionals. The evaluation will also include an initial assessment that establishes basic criteria to protect workers. Ongoing worker exposure monitoring will reassess hazards to assist in establishing meaningful worker protection programs.

10.2 Chemical Hazard Evaluation

The evaluation of chemical, physical, biological, and radiological hazards, based on the knowledge and experience of the CIH and CSP, will take into account constituents of concern related to both the debris as well as related processes.

Chemicals may be present at the site in the form of solids (particles and dusts), liquids, and gases. Chemicals present a hazard to workers through the potential for inhalation, ingestion, or through absorption or cuts in the skin. P&J will develop a list of potential chemical groups that should be measured and/or monitored within the disaster site and surrounding areas. To best gain an understanding of the impact to the workplace as well as to the surrounding environments, a combination of monitoring may include area monitoring, perimeter monitoring, offsite monitoring, surface sampling, personnel exposure monitoring, and decontamination monitoring.

The hazard evaluation should not only identify the source of these agents, but also list the current exposure limits for each and the primary health effects of exposure to these agents at or above the current exposure limits. Guidance for the completion of the chemical hazard evaluation may be obtained from either current OSHA, NIOSH or EPA documents.

10.3 Physical Hazard Evaluation

P&J will identify physical hazards associated with debris collection, handling and processing. These hazards, including the source, levels and effects of over exposure, will be described in detail in the SSHP and shall, at a minimum, include the potential health and safety concerns involved in the complete process of debris collection and processing. Potential physical hazards may include but will not be limited to: noise, radiation, thermal stress, proper illumination and ergonomics. These potential hazards will be described in detail in the hazard evaluation. Potential hazards include: unexploded ordnance and munitions; threat of continued or secondary events; uneven walking/working surfaces, existing underground utilities, water, gas, fuels;

overhead power lines, and other live electrical hazards; access/egress limitations; insufficient illumination; weak perimeters, site control problems, and inadequate evacuation processes; fall hazards, miscellaneous holes and openings in the debris field; presence of captured hazardous energy sources; pending extreme weather conditions; stability of infrastructures; open flames, fire; high noise levels; post traumatic stress disorder (PTSD); and worker fatigue.

10.4 Biological Hazard Evaluation

Biological agents include bacteria, viruses, fungi, other microorganisms and their associated toxins. The lack of current exposure limits and dose response data for biological agents precludes the collection of samples in the traditional industrial hygiene sense. Biological hazards could be present from the original site location, an agent added to the site during the incident, or resultant of conditions in the aftermath of the incident. In situations where potential biological hazards exist within the debris field (i.e. due to building material, rotting food stuff, or human/animal remains) a plan should be initiated that should be based on universal precautions typically used in the health care industry, and information gathered by authoritative agencies such as the Center for Disease Control.

10.5 Radiological Hazard Evaluation

Radiological hazards may be present at the disaster site due to the presence of nuclear power systems, the use of radioactive dispersion devices, or from detonation of a nuclear device. The presence of a radiological agent within the disaster site would warrant monitoring to be conducted to determine the potential health risk associated with ionizing radiation. This may be due to the presence of radioactive source(s) within the debris field or may be due to the presence of residual radioactive material introduced to the site during the disaster event. The type and situation associated with the presence of a radioactive material should dictate the specific type and frequency of monitoring to be performed. However, the general types of monitoring to be conducted should be similar to those described above for chemical agents and may include area monitoring, perimeter monitoring, offsite monitoring, surface sampling, personnel exposure monitoring, and decontamination monitoring.

10.6 Activity Hazard Analyses (AHAs)

The project professional will develop conceptual AHAs prior to start of work. Work processes will be evaluated in real-time and AHAs modified as needed. P&J understands the special nature of disaster recovery efforts is dynamic and warrants continued monitoring of work processes and potential exposures and the frequent modification of controls (engineering, administrative and personal protective equipment) in keeping with the changing work environment.

10.7 Reporting and Documentation

The results of the preliminary hazard assessment will be presented within the first 48 hours of the project in a draft SSHP. As the project develops, the assessment of hazards will be updated in subsequent modifications and amendments to the SSHP. A project professional is the custodian of the SSHP and will be responsible for contents, procedures and providing updates as needed.

Employee Indoctrination, Identification, and Processing Center :

Required elements of the SSHP are incorporated into the Employee Processing Center. This center is designed and stood-up on the first day of the project. Personnel required to work in or around the project site are required to complete this process. The center allows for the accurate management of high employee numbers through issuance of picture identification cards. Personnel are processed through kiosk sections ranging from medical screening, identification

badges, special safety training, general site orientation, issuance of special personal protective equipment (as applicable), fit testing and respirator issue, and other kiosks as warranted.

10.8 Air Monitoring

The CIH will develop and perform a regiment of air monitoring to identify chemical agents present in the work area. The air monitoring plan will be based on the findings of the initial hazard assessment and will be designed to identify chemical agents that are being generated, the concentrations of these agents, and their potential impact on the health of site employees. The sampling will follow protocols established by NIOSH or where an approved method is not available, an appropriate method, as justified by the CIH, will be used.

10.8.1 Sampling Locations

Samples will be collected to establish concentrations of airborne constituents of concern as they may impact the work force as well as the surrounding environment. This will be achieved through a combination of area and personal exposure samples. Air samples will be used to assess the release of constituents to the surrounding environment. Sample locations will include areas in and around the work zone(s) in a manner as to best capture data as a “worst case scenario”. Samples will be analyzed for constituents that were identified in the hazard assessment conducted by the CIH. Personal exposure monitoring will be performed at sites during activities that may result in exposure to workers of chemical agents at or above applicable regulatory limits. Personal exposure samples will be taken during periods that are representative of an employee’s highest exposure, thus presenting a “worst case scenario” for exposure. The CIH will document the activities being performed during the sampling period and the results of the sampling will be correlated with the specific activities that may have resulted in an exposure.

10.8.2 Frequency

The CIH will establish the frequency of monitoring that presents an ongoing and accurate representation of potential chemical hazards at the site(s). The frequency of air samples will be described in the SSHP and will be updated as the project develops. Samples will be collected during all shifts of operation and under all ambient weather conditions, as allowed by the sample methodologies.

10.8.3 Laboratory

Samples will be analyzed by a laboratory accredited by the American Industrial Hygiene Association. Sample analysis turn around time will be sufficient to provide the CIH with a timely understanding of concentrations and locations of chemical agents associated with the site(s). All samples sent to the laboratory will have a chain of custody form, filled out by the individual collecting the samples and sending the samples to the laboratory. The laboratory should complete the chain of custody and return it with the sample results to the CIH in a timely manner.

10.8.4 Reporting

The location of samples will be tracked by the most efficient method applicable. The location of area samples will be reported on the sample chain of custody. Personal exposure samples will be identified by the name of the employee, location and activity. It is the experience of P&J that the development of a computer data base is often the most efficient means to track and report sample data. Findings of sample collection will be provided to the Client in weekly and monthly summary reports. Significant findings (exceeding regulatory limits) will be reported immediately so that appropriate actions can be taken. The data will be presented so that it can be presented and tracked on a map. Depending on the specifics of the project this may be linked to the computer database or may include hand drawn maps.

10.9 PPE Program

A program of personal protective equipment (PPE) will be developed and implemented that is based on the evaluation of the physical, chemical and biological hazards as well as air monitoring results. The level of PPE will follow guidelines established by the USACE EM 385-1-1/ EPA/ NIOSH/ OSHA under the Hazardous Waste Operation and Emergency Response Standard. All PPE must meet current ANSI standards.

All site employees entering the site(s) will be required to have Level D PPE. This will include:

- Long pants – shirts with minimum 4” sleeves
- Steel toed boots
- Hard hats
- Eye protection
- Class II reflective safety vests (minimum)
- If the hazard evaluation and the air monitoring identify the presence of potential chemical and/or physical hazards, the SSHP will identify requirements for employees to appropriate PPE. The use of PPE will follow the theory that if there is a potential hazard, the use of PPE will be required until that potential hazard is clearly abated or otherwise shown through objective data not to be present. The level of PPE required will be mandated by the CIH and CSP and will be based on traditional levels presented in the EPA HAZWOPER standard. When deemed applicable, modification will be made to these levels. In general, where potentially hazardous environments are identified, the following PPE will be used:
 - Hearing protection (if needed)
 - Protective coveralls or protective disposable suits
 - Respiratory Protection
 1. The type of respirators to be worn will be sufficient to provide an adequate level of protection to workers exposure to inhalation hazards.
 2. The use of respirators will conform with current OSHA regulations governing the use of respirators (OSHA 1910.134) and will include:
 3. A written respiratory protection program;
 4. Training of personnel;
 5. Medical surveillance;
 6. Use of approved respiratory systems.
 7. The CIH has the right to assign respiratory protection to onsite workers if conditions dictate or if requested by workers.
 8. The use of respirators will be managed by the CIH. In situation where appropriate air purifying respirators may be used the CIH will prescribe appropriate face piece types as well as cartridges. If air purifying respirators are not deemed appropriate (such as for exposure to carbon monoxide), then the CIH will develop a program to include the use of supplied air respirators.

10.10 Noise Monitoring

P&J will conduct noise monitoring to determine the extent of noise propagation in and around the site(s). This will include the collection of noise monitoring data from sources producing noise in excess of the current OSHA action level and/or permissible exposure limit as well as monitoring of noise levels in the community surrounding the site(s).

If the monitoring of noise in the work area identifies locations in excess of the action level, a written hearing conservation program will be developed by the CIH. The program will include restricting access to the work area, use of PPE, training, medical surveillance and ongoing

monitoring. The program will follow requirements set forth in OSHA as well as EM 385-1-1 standards.

10.11 Emergency Procedures

The SSHP will describe procedures to follow in the event of an on site emergency. These will include but will not be limited to the following:

- Emergency notification procedures
- Personnel Injury
- Personal Protective or other Equipment Failure
- Accident reporting
- Breach of site access
- Accident communication and reporting

The SSHP will also describe and identify emergency evacuation routes and emergency telephone numbers as well as display a map which shows the most direct route to emergency medical treatment facilities. This may be either a hospital or a 24 hour emergency medical clinic. A map showing the routes to emergency facilities will be attached to the SSHP.

10.12 Safety Compliance

P&J will maintain a team of safety professionals, including a CIH and a CSP, on site for work practice compliance, safety training, compliance documentation, and specialized safety needs. This team will maintain continuous site coverage during hours of operation, focusing on corrective action, communication throughout the work site, emergency response to incidents of concern, and safety documentation. The SSHP will be designed and maintained by the CIH and CSP.

11.0 Quality Control Plan

11.1 Introduction

The CQC Program will require inspections and tests of the scope and character necessary to achieve the quality of service specified in the plans and specifications and work under this contract and resulting task orders, whether performed on site or off site.

P&J will submit to the State an Operations Plan in accordance with CTDAS RFP No. 08PSX0027 within three (3) days following receipt of notice to proceed. A primary component of this plan will be a CQC Plan (CQCP) that incorporates the basic elements and requirements of the plan, as well as, the specific work features and requirements of the applicable task order(s). The CQCP will be modified from time to time as needed to incorporate work added by subsequent task orders.

11.2 Organization

The CQC System Manager (CQCSM) will have primary responsibility for the management and implementation of the CQC Plan. The CQCSM will have no assigned responsibilities beyond those associated with the CQCP and will report directly to the project executive (either the President or Senior Vice President). The CQCSM will be on-site at all times.

Functional Responsibilities of the CQCSM are as follows:

- Implement and supervise the CQCP
- Represent the contractor at meetings held prior to a definable segment of the work
- Conduct CQCP training of CGC team members including plan structure and requirements, as well as contract and task order structures
- Develop quality control inspections and tests for items of work on the project
- Identify quality control problems, develop and verify solutions thereto
- Implement corrective procedures necessary to correct a condition of noncompliance with the contract documents
- Administer the record keeping system that documents the results of inspections and tests, training of project personnel, deficiencies identified and corrective actions taken
- Modify the CQCP as necessary and ensure distribution to relevant parties
- Coordinate with the Operations Manager and ES&H Manager to establish sufficient resources to ensure adequate staffing requirements are in place to satisfy the requirements and achieve the results identified in the Contract, task order, CQCP, work plans, and health and safety plans
- Coordinate testing performed by independent testing laboratories
- Review and coordinate the test results reporting procedures and ensure that the proper distribution is made of the various reports
- Prepare the Daily Construction Quality Control Report
- Review submittals for compliance with contract requirements
- Review and approve suppliers and subcontractor Quality Control Programs

11.3 Authority of the System Manager

The authority of the CQCSM System Manager is provided by letter and will be conveyed upon the issuance of a task order by the State. The State will be provided a copy of this letter. The CQCSM (or through his or her proxy vested in CQC team members) will have sufficient authority, access to work areas, and organizational freedom to:

- Identify quality problems
- Stop unsatisfactory work and establish methods for determining prerequisites prior to resuming work
- Initiate, recommend, or provide solutions to quality problems through proper channels
- Verify implementation of solutions
- Recommend the removal of project personnel, including subcontractors, for lack of compliance with the CQCP or excessive quality issues
- Assure that further processing, delivery, installation, or use is controlled

The CQCSM will report directly to the project executive (either the President or Senior Vice President) in order to facilitate direct access whereby action can be taken appropriately and effectively. Reports to upper level management will be made on a regular basis.

Depending upon the magnitude of the project, an assistant CQCSM may be assigned to the project. This individual will report directly to the CQCSM and provide direct support in conjunction with the responsibilities assigned to the CQCSM. In the absence of the CQCSM, the assistant will assume this role.

11.4 CQC Team

The CQC inspection personnel will possess adequate formal training and sufficient practical, technical and administrative experience to execute and record inspection activities successfully. This should include demonstrated knowledge of specific field practices relating to construction techniques necessary to construct the project, of observation and testing procedures of equipment, of documentation procedures and of site safety.

11.5 Coordination with the State

Prior to acceptance of the CQCP, the Contractor will meet with the State and Authorized representatives to review the plan and system. The CQCSM will present an overview of the plan and the CQC team organizational chart. The CQCSM will discuss an implementation strategy that addresses record keeping, inspection and testing, and reporting.

11.6 Inspection and Acceptance Testing.

The CQCP will be designed to achieve an acceptable level of quality within the confines of the contract, task orders, and applicable performance matrixes. The CQCP will address five functional control areas:

11.6.1 Documents and Records Control System

The CQCSM will develop a system in which the quality records are securely filed, indexed, and maintained to allow access for retrieval and review of information and will be protected from deterioration and damage. Adequate and timely inspections

In connection with each definable feature of work, preparatory, initial, follow-up, and completion inspections will be conducted and documented.

11.6.2 Testing

Testing will establish levels of quality which cannot normally be assured by inspections.

11.6.3 Reporting

Reporting is fundamentally a continuing audit of the work. Reports are used to pass on anticipated problems so that corrective action can be instituted in a timely manner or measures

can be taken to prevent the problem from happening. In addition, reporting is critical to the measurement of work performed and progress towards completion.

11.6.4 Records

Quality records provide objective evidence that the quality requirements of the plans, specifications, referenced codes and standards have been achieved. At all times, records will be available for inspection by the State or authorized representative.

11.7 Project Deficiencies

The form for tracking construction deficiencies is the Deficiency Report (DR). A DR can be issued by the CQCSM and will be kept and updated by the CQCSM. The DR tracking log will be in chart form, organized to facilitate administration of the applicable performance matrix, and bound in a log book maintained on site. The DR log book is available for inspection by the State upon request.

A construction deficiency for the purposes of this plan is defined as:

- An occurrence in which defective work or work lacking some essential part is left as complete.
- Products or services are furnished to the site or incorporated into the work that does not meet the conditions of the contract documents.
- Inaccurate or unsubstantiated documentation is submitted to the STATE subject to the reporting requirements established by the conditions of the contract documents.
- Inspection points or contract requirements affecting the quality of the work have not been met.

11.8 Method of Periodic Assessments

The CQCSM will schedule and conduct weekly meetings involving the quality control team, the personnel conducting inspections, the subcontractor's quality control representatives, and the State's team to evaluate the effectiveness of the CQCP.

Management will continuously observe, review, assess, and provide for the implementation of the quality control plan. The CQC report will be routed to upper level management on a daily basis. On a periodic basis, upper level management will attend schedule and progress meetings in order to acquire feedback and to assess the information flow from the CQC reports. The DR tracking log will be transmitted to upper management on a no less than weekly basis. A meeting will be conducted by the CQCSM to review the DR tracking log with upper management, the operations manager, and the ES&H manager.

11.9 Plan Requirements & Applicability

The quality requirements are those listed in the Contract and task order(s) specifications, work plans, health and safety plans and applicable codes, standards and practices, local, state or federal laws. The CQCP will specifically apply, but not be limited to, the following activities:

- Worker and subcontractor orientation
- Subcontract administration
- Prevailing wage compliance
- Equipment inspection and check-in
- Proposal preparation and estimates
- Automated data systems and electronic communications
- Daily reporting and contract submittals

- Project infrastructure (i.e. port a johns, field offices, inspection towers)
- Worker, public, private property and infrastructure protection
- Health and Safety/Environmental Monitoring
- Documentation and measurement of work performed, including ticket preparation and ADMS if applicable
- Debris eligibility
- Special waste characterization, segregation, collection and disposal
- Special waste processing; such as, white goods, concrete, e-waste, and small motorized equipment
- Debris collection, transportation, unloading, and disposal
- Temporary disposal site establishment and closure
- Debris site management, reduction and residual waste disposal
- Recycling activities
- Waste disposal at permitted landfills
- Stump removal and tree work
- Private property debris removal
- Demolition
- Invoice preparation and reconciliation
- Plan Execution
- The following contractor plans will be furnished to the State for approval within 72 hours of NTP:
 - Operations Plan
 - Contractor Quality control Plan
 - Accident Prevention Plan
 - Environmental, Health, and Safety Plan

It is anticipated that scopes of service will be provided by the State, or collectively developed, in connection with the issuance of specific task orders. Upon receipt, the P&J project management team will review the scope of service for purposes of identifying the following performance specifications:

- Definable work features
- Eligibility parameters
- Schedule and production requirements
- Environmental, health and safety factors
- Contractor versus State responsibilities and authority
- Documentation requirements
- Reporting and submittal requirements
- Measurement and payment standards
- Federal, state, and local inter-agency coordination and jurisdictional impacts (i.e. permits, laws, ordinances, etc.)
- Performance standards
- Funding limitations

Based upon this review, addendums will be prepared for the work plan and environmental, health, and safety plan (including Activity Hazard Analysis or “AHA”) that address task order specific requirements and submitted to the State for approval. Upon approval, a supplement will be prepared to the CQCP to ensure performance of the work in accordance with the Contract, task order, and approved contractor plans. This supplement will address the five (5) functional control areas referenced in the “Inspection and Acceptance” section above and the Contractor’s

methodology for applying said control areas to the instant task order. The CQCP supplement will be submitted to the State for approval.

12.0 Interaction with Clients

12.1 Debris Operations Managers (Will provide as necessary or needed)

P&J will assign and provide to the State of Connecticut Debris Operations Managers to serve as the principal liaison between P&J the State and P&J forces. The Debris Operations Managers will be knowledgeable in all facets of P&J operations and will have the authority to bind P&J.

The Debris Operations Managers will be on call twenty -four (24) hours per day, seven (7) days per week and will be capable of transmitting and receiving, via electronic linkage, relevant contractual information and arrangements for on site accommodations.

The electronic linkage will provide immediate contact via cellular telephone, facsimile transmission, and the Internet. The Debris Operations Manager will participate in daily progress meetings and any disaster exercises the State may conduct. The Debris Operations Manager will be physically capable of responding to the State within thirty minutes of initial notification of need.

To assist in the physical resources needed in a disaster situation, P&J will provide Mobile Command and Communication Units (MCCU); three trailer units and one motor home equipped with: Motosat Mobile Two-Way Internet satellite systems (which provide both broadband Internet access and digital satellite television anywhere, anytime), computer network infrastructure (server and cable drops), televisions, DVD and video tape players, radios, desks/workstations, meeting areas, kitchenettes, and safety equipment.

P&J will purchase any equipment needed to interface with the State of Connecticut emergency response equipment as directed.

13.0 Other Services

13.1 Community Relations Plan

Phillips and Jordan, Inc. (P&J) can offer assistance in creating Public Service Announcements (PSA) both prior to onset and during post-disaster response and recovery times to ensure effective community relations and to aid in accomplishing expedient and coordinated debris removal.

The channels of communication for such PSAs can include television, radio, newspaper, direct mail, billboards, signs, handbills, and web sites. The chosen method is of course contingent upon the audience and the message.

P&J's Corporate Communication Director (CCD) will contact their Public Information Officer (PIO) or a similar position that is tasked with Community Relations and offer P&J's assistance with their DP/DR CRP. In a post-event situation P&J's CCD will be available to assist with any disaster recovery Public Information and Community Relations needs.

Upon authorization of the State, P&J will additionally assist the PIO by:

- Providing graphics for television and newspaper advertisement of the schedule and progress of debris removal operations, the location of citizen debris drop-off points, and how debris is to be segregated when brought to the edge of the right-of-way by citizens for collection;
- Developing handbills for posting throughout the community;
- Audio/Visual presentations
- Developing and routinely updating a P&J site for real time schedules, progress and locations;
- Developing billing inserts for early season educational efforts concerning disaster debris; and
- Participating in the development and presentation of educational programs for use at civic association, community social group, and other community meetings.

LISTING OF EXHIBITS

EXHIBIT A DESCRIPTION OF SERVICES

EXHIBIT B PRICE SCHEDULE

EXHIBIT C CT SEEC FORM 11 (See Contract)

EXHIBIT A1 ASSIGNED DEBRIS CONTROL ZONES

EXHIBIT A2 LOAD TICKET

EXHIBIT A3 SAMPLE TASK ORDER

EXHIBIT A4 MANAGEMENT / OPERATIONS PLAN /MINIMUM REQUIREMENTS

EXHIBIT A5 TRUCK LOAD DEDUCTIONS

**EXHIBIT A6 SITING CRITERIA SITING CRITERIA FOR TEMPORARY DEBRIS
STORAGE AND REDUCTION SITES INCLUDING AGGREGATION
SITES FOR VEHICLES AND VESSELS**

EXHIBIT A7 RIGHT-OF-ENTRY TO PRIVATE PROPERTY

EXHIBIT A8 DEMOLITION OF STRUCTURES

EXHIBIT A9 CLOSE OUT OF TDSRS

EXHIBIT A2 DEBRIS LOAD TICKET**TICKET NO.:****BOX A – GEOGRAPHIC INFORMATION**

Assigned Debris Control Zone#: _____

Municipality: _____

BOX B – CONTRACTOR INFORMATION

Prime Contractor Name/Address: _____

Sub-contractor Name/Address: _____

Driver Name (Print & Sign): _____

Truck/Trailer No: _____ Measured Bed Capacity in Cu. Yds.: _____

LOAD TICKET – CURBSIDE**BOX C – DEBRIS AREA – CURBSIDE**State Road/Highway: _____
(Street address or nearest intersection)

Municipal Road: _____

Federal Highway: _____

Other: _____

Debris Type: ☐ Vegetation ☐ C&D ☐ Mixed Debris
☐ Other, define _____

Departure Date: _____ Time: _____

Truck Mileage on Departure: _____

Loading Site – Field Monitor:

Print Name

Signature

LOAD TICKET – TDSRS**BOX G – DEBRIS LOADING AREA – TDSRS**TDSRS Location: _____
(Street address or nearest intersection)Debris Type: ☐ Clean Wood ☐ C&D ☐ Mixed
☐ Other, define _____

Departure Date: _____ Time: _____

Starting Mileage: _____

Destination: _____

Truck Driver Signature:

Print Name

Signature

Loading Site – Fixed Site Monitor:

Print Name

Signature

BOX D – DEBRIS DISPOSAL LOCATION (for debris collected and noted in Box C above)

- ☐ TDSRS
☐ In-state Recycle/SW Facility
☐ Out-of-state Recycle/SW Facility

Facility Name/Location: _____

Truck Mileage upon Arrival: _____

Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer:

_____ Cu. Yd. _____ Tons _____ Each (Individual Items)

“I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law.”

Fixed Site Monitor or SW Facility Representative:

Print Name

Signature

Date

BOX E – REMARKS:**BOX F – TICKET DISTRIBUTION**

White – to Field Monitor

Yellow – to Fixed Site Monitor

Green, Pink and Blue – to Driver

BOX H – DEBRIS DISPOSAL LOCATION (for debris loaded as noted in Box G above)

- ☐ In-state Recycle/SW Facility
☐ Out-of-state Recycle/SW Facility

Facility Name/Location: _____

Truck Mileage upon Arrival: _____

Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer:

_____ Cu. Yd. _____ Tons _____ Each (Individual Items)

“I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law.”

Fixed Site Monitor or SW Facility Representative:

Print Name

Signature

Date

BOX I – REMARKS:**BOX J – TICKET DISTRIBUTION**

White – to Fixed Site Monitor

Yellow, Green – to Solid Waste Facility Authorized Agent

Pink and Blue – to Driver

EXHIBIT A3

SAMPLE TASK ORDER (EXAMPLE)

TASK ORDER

TO _____
Task Order No.

In accordance with _____ (Contractor) contract, with the _____
_____ Agreement No. _____ for Disaster Debris
Management Operations dated _____ the _____ hereby requests and
authorizes the service to be performed on the project as described below:

Project: _____

Specific Work to be Performed:

Duration of Work (Include Start Date, End Date and Total Calendar Days):

Method of Payments:

Contractor Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Estimate Cost of This Task Order: \$ _____

STATE USE ONLY

_____ Monitor: _____ Date: _____

_____ Director: _____ Date: _____

Vendor No.: _____ Account No.: _____ Project: _____

Purchasing: _____ Budget: _____ Accounting: _____

EXHIBIT A4 MANAGEMENT PLAN/OPERATIONS PLAN MINIMUM REQUIREMENTS (EXAMPLE)

1. Organizational Structure and Key Personnel
 - Management to field supervisory level
 - Division of responsibilities
 - Resume
 - Coordination with other federal, state and local governments and others related to clean up activities (state resources, subcontractors)
2. Technical Approach and Methodology
 - Mobilization
 - Loading
 - Hauling
 - Reduction
 - Recycling management
 - Temporary Debris Storage and Reduction Sites
 - Disposal (Possible final sites identified)
 - Management of solid wastes (i.e., green waste/vegetative debris; putrescent MSW; C&D; white goods; HHW; HW; aggregate; scrap metal; electronic waste; contaminated soil, silt, and sediment; animal mortalities; waste tires; stray and abandoned vehicles and vessels; utility related debris).
 - National Environmental Policy Act (NEPA) compliance
 - Other
3. Geographic Area Management (In Connecticut referred to as Assigned Debris Control Zones)
 - Sectoring
 - Management of sectors
 - Number of crews in each sector
 - Haul destination from each sector
 - Operational features to be provided not later than three (3) days following receipt of Task Order
4. Disaster Debris Waste Reduction and Recycling

There is a need to develop and employ alternatives to the widely accepted practice of placing disaster generated debris, or associated demolition debris in designated landfills. Recycling or reuse of such debris helps preserve the capacity of existing landfills, and has the added advantage of preserving natural resources.

Consequently, Contractor proposals for debris management will contain as part of the overall Management Plan a strategy or strategies for maximizing beneficial reuse and recycling of disaster debris, waste conversion to energy, and/or other beneficial use of disaster generated or associated demolition debris. The plan will, at a minimum, address clean woody debris, vehicles and vessels, white goods, scrap metal, clean aggregate, electronic wastes, HHW, tires, and other materials that may have the potential to be recycled.
5. Administrative
 - Demobilization
 - TDSRS Operations
 - Aggregation Site Operations

6. Safety. Site specific Safety and Health Plan required.
7. Contractor Quality Control Plan per requirements in Contractor Quality Control Specification.

1.0 General Requirement

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. Contract Quality Control (CQC) is the means by which the Contractor ensures that debris removal, reduction, and disposal operations, to include that of subcontractors, complies with the requirements of the contract, including debris eligibility criteria. The quality control system shall consist of plans, procedures, and organization necessary to ensure performance of debris removal, reduction, demolition, and disposal that complies with the contract requirements. The system shall cover all aspects of the debris operation, both onsite and offsite, and shall be keyed to the proposed debris removal sequence. The CQC System Manager will be held responsible for establishing and maintaining an effective CQC organization, and is subject to removal by the State's Contracting Officer for non-compliance with the requirements specified in the contract. The Contractor shall provide daily CQC reports to the State.

1.1 Quality Control Plan

The Contractor shall furnish for review by the State, not later than three days after receipt of the Task Order, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the contract. This Plan is a subset of the Management Plan/Operations Plan. The plan shall identify CQC personnel, procedures, and control methods to be used.

1.1.1 Requirements of the CQC Plan

The CQC Plan shall address Contractor monitoring and control to address all debris removal, reduction, and disposal operations, including work by subcontractors. The plan shall include as a minimum the following elements:

- a. A complete description of the quality control organization, including an organization chart showing lines of authority. This will also include the appropriate contractor points of contact for the CQC System Manager and the Area, Sector and Site supervisors.
- b. The name, qualifications, duties, responsibilities, and authorities of each person assigned a CQC function. This shall include qualifications in resume format for the CQC System Manager, and all Area and Sector Managers. Proof of training for Site Managers shall be submitted to the State.
- c. A copy of the letter to the CQC System Manager signed by an authorized principal of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the State.
- d. Safety – The safety section of the CQC Plan shall address worker protection, equipment safety, trimming of loads, flagmen, work zone safety and traffic control.

- e. Debris Eligibility – The debris eligibility section will address what debris is eligible for removal versus what should not be removed. A protocol shall be provided for determining decisions on questionable debris.
- f. Segregation/Handling of Curbside Debris – This section will provide guidance on curbside debris segregation and removal concerning HHW, white goods, e-waste, and other materials as tasked.
- g. Protection of Infrastructure – This section will provide guidance, to include forms and POC's, for documenting damages caused to the infrastructure (sidewalks, curbs, roadways, utilities, fencing, mailboxes, etc.) during the debris removal operation. Damage to infrastructure must be kept to a minimum requiring a special awareness of what may be hidden within the curbside debris piles.
- h. Proper Loading/Unloading of Trucks – This section will provide instructions on properly loading trucks to ensure full loads, mixed debris loads are kept to a minimum, tailgates are secure, placards are clearly displayed, Freon systems in the white goods remain intact, and extension boards on the dump bodies are maintained according to specifications. Trucks using TDSR sites will be inspected to assure loads are fully dumped.
- i. Private Property Debris Removal – This section will explain the requirements that must be in place prior to removing debris from private property and define personal property and how it will be handled. This section will include guidance on stumps, hanging limbs, and leaning trees if tasked.
- j. Demolition – This section will explain the requirements that must be in place prior to performing structural demolition on private property or public property. This section will also define personal property and how it will be handled along with other special items of interest as defined by specific tasks.
- k. Daily reports – This section will address reporting procedures, including proposed reporting formats and schedule for submission of the daily summary reports that capture the main activities of the day. The reports will include the CQC notes documenting the activities monitored each day, for example; activity description and locations, times of inspection, infrastructure damage, problems with safety, total number of trucks loaded, total number of loads and quantities hauled to reduction/disposal sites, quantity of debris reduction, number of subcontractors working, incidents of contract non-compliance, and corrective action(s), if any.

1.2 Acceptance of Plan

Acceptance of the Contractor's plan is conditional and will be predicated on satisfactory performance during the debris removal, reduction, and disposal operations. The State reserves the right to require the Contractor to make changes in the CQC Plan and operations including removal of personnel, as necessary, to obtain the quality control specified.

After acceptance of the CQC Plan, the Contractor shall notify the State in writing of any proposed change. Proposed changes are subject to acceptance by the State.

1.3 Coordination Meeting

Prior to acceptance by the State of the CQC Plan, the Contractor shall meet with the State and discuss the CQC plan and system. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, administration of the system, and the interrelationship of Contractor management and control with the State's quality assurance responsibilities. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures that may require corrective action by the Contractor.

1.4 CQC Organization

1.4.1 CQC Personnel Requirements

The Contractor shall identify and provide an organization to manage and implement the CQC Plan. The organization will consist of personnel at all operational levels of the mission being assigned CQC responsibilities. The actual layers of the CQC organization will depend on the size and requirements of the debris removal mission tasked to the Contractor and shall be identified in the draft Plan.

The CQC system shall provide adequate administration support to provide management of daily report files, maintaining the CQC Plan, distribution of the CQC Plan, and managing, tracking and providing training for CQC personnel. The CQC system will identify these managers.

1.4.2 Physical Identification of CQC personnel in the Field

The contractor QC Personnel performing quality control functions in the field shall be easily identified visually. The identification required, as a minimum, will be the letters "Q" and "C" displayed on the back of the hard hat. The letters will be two, two inch high, black capital letters. The contractor may elect to utilize other means of visual identification in addition to the letters as long as the addition is approved by the Area Engineer and included in the contractor's CQC plan.

1.4.3 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the State for acceptance.

1.4.4 CQC Non Compliance

If through the State it is determined the Contractor is in non-compliance with their accepted CQC Plan and Contract requirements for CQC, the State may require removal of key CQC personnel, resubmittal of the Contractor's CQC plan, and an additional mutual understanding meeting with the Contractor to establish and implement corrective measures deemed necessary to bring the Contractor's CQC program back into contract compliance.

1.5 Documentation

1.5.1 The Contractor shall maintain daily current records providing factual evidence that required quality control activities have been performed. These records shall include the work of subcontractors and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- a. Work performed each day, giving location, description, and by whom.
- b. Test and/or control activities performed with results of such identified.
- c. Quantity of materials received at each site with statement as to the disposition of these materials (i.e.,: hauled, reduced, recycled, land filled, etc.)
- d. Job safety evaluations stating what was checked, results, and instructions or corrective actions taken.
- e. Instructions given/received and conflicts with approved plans and/or specifications.
- f. These records shall include a list of subcontractors working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. The original and one copy of these records in report form shall be furnished to the State daily, except that reports need not be submitted for days on which no work is performed. Reports shall be signed and dated by the CQC System Manager.

1.5.2 Daily reports shall be submitted to the Contracting Officer no later than 0700 on the following day, with each report addressing the full 24hr period of removal, reduction, and disposal operations.

1.6 Updating the CQC Plan

The Contractor will update the CQC Plan and submit for State approval with each addition of a major scope element to ensure compliance with task order provisions. The update will be submitted within 48 hours of issuance of the new task order.

1.7 CQC Plan Format and Dissemination

The CQC Plan shall be provided in a format with facility for utilization by field personnel and implementing updates as required. Copies of the CQC Plan shall be provided to all CQC personnel and State QA personnel.

1.8 CQC Personnel Training

1.8.1 The Contractor shall develop and implement a training program for all CQC staff at all levels. Training shall cover all aspects of required CQC activities, the CQC Plan, debris eligibility, non-compliance issues, partnering with State QA personnel, ethics, stewardship of tax dollars, and professionalism. Contractor shall have separate specialized training for CQC Site Managers at debris loading, segregation, reduction, and disposal sites, and those dealing with Household Hazardous Waste (HHW), and Hazardous, Toxic, and Radiological Waste (HTRW) activities.

1.8.2 Copies of the Contractor's developed training materials shall be submitted with his CQC plan for review and comment by the State.

- 1.8.3 The Contractor shall ensure within 5 days of receipt of the Task Order, a one-day training session for all CQC personnel, and QA Supervisors. Additional training sessions will be scheduled and conducted when required by task order.

1.9 Test

1.9.1 Required Testing

The Contractor shall perform all specified or required tests as may be necessary through the Task Order. Such tests may include but are not limited to: background and clearance soil sampling and testing for disposal sites, air quality testing and monitoring at disposal, reduction, de-construction, and demolition sites, and additional testing as may be required to assure proper debris removal, reduction, and disposal operations.

1.9.2 Testing laboratories

The testing laboratories utilized by the Contractor to perform the required testing shall be accredited commercial laboratories certified to perform the required testing.

1.9.3 Test Reports

Test reports shall be submitted to the State and shall be signed by a principal of the testing laboratory certifying that all tests and results were performed to appropriate standards and procedures. Test reports shall include a unique test sample I.D. control number for each of the test samples, and shall show the results of the tests indicating whether the sample passed or failed to meet the required standard.

EXHIBIT A5 TRUCK LOAD DEDUCTIONS (EXAMPLE)

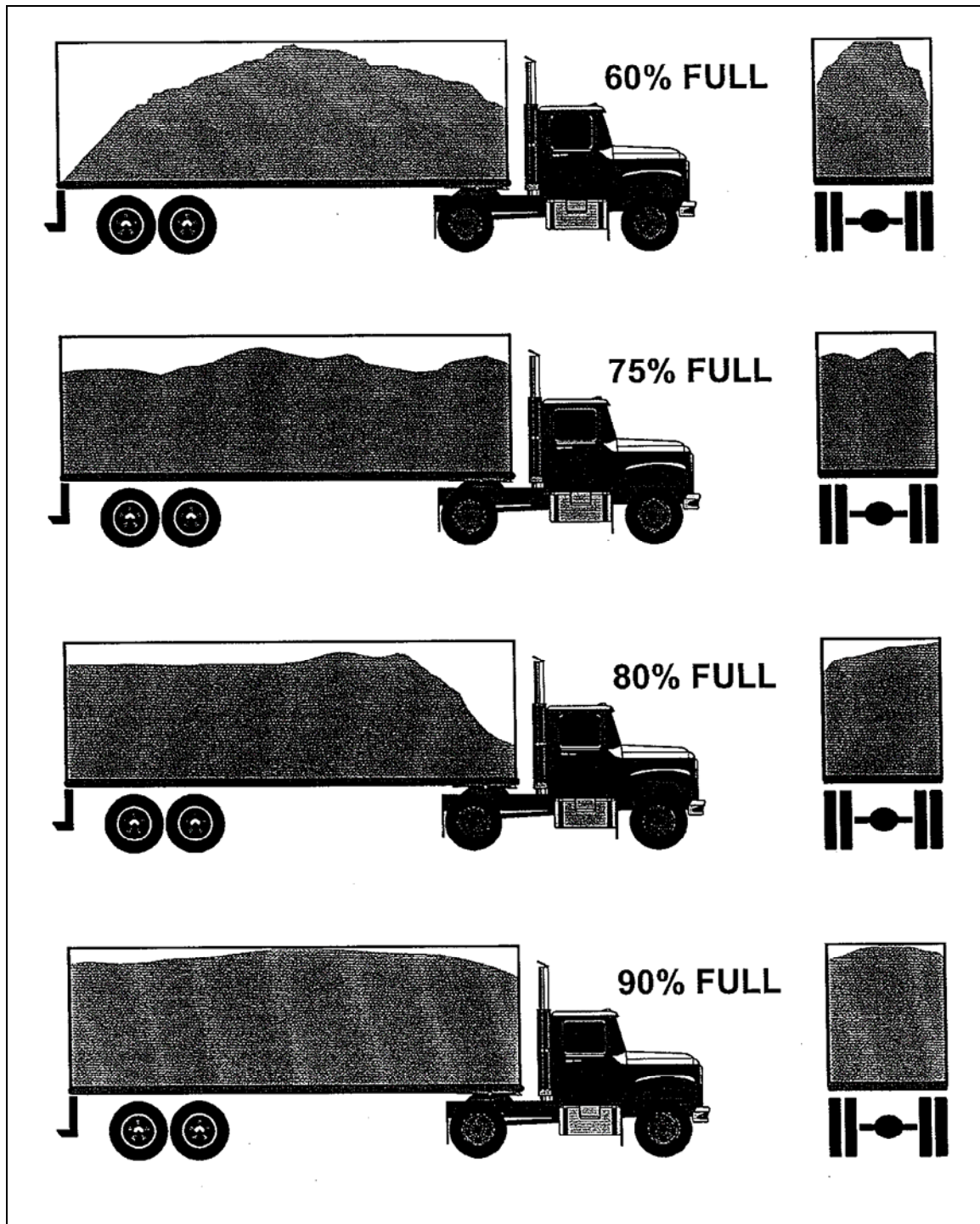


EXHIBIT A6 SITING CRITERIA FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES INCLUDING AGGREGATION SITES FOR VEHICLES AND VESSELS (SOURCE – STATE OF CONNECTICUT, DISASTER DEBRIS MANAGEMENT PLAN, 2007)

5.2.3 Site Selection Guidelines for Temporary Debris Storage and Reduction Sites

TDSRS are temporary locations that can be used for the duration under a CTDEP Emergency Authorization and/or General Permit as authorized by CTDEP. Consistent with FEMA guidance and State policy and programs, the CTDEP has assembled the following guidelines for the selection of TDSRS:

- Pre-designated sites should preferably be on public property and generally consist of 10 acres or more, depending on anticipated needs. However, smaller sites may be appropriate based on the type of waste being managed and space constraints. Use public lands first to avoid costly leases. Use private land only if public sites are unavailable. If private lands are utilized for municipal debris management operations, they must have government (or its designated contractor) oversight and management.
- The required size of the site will depend on the expected volume of debris to be collected and planned volume reduction methods. As a general rule, larger sites mean fewer sites and, hence, easier site closeout. However, larger sites may create logistical problems.
- Large open sites are needed for any type of debris staging activity. Paved sites are best. Semi-paved or large parking lots paved in stone dust or gravel are the next best option. Meadows are least desirable because they may be inaccessible because of saturated soils after extended and heavy precipitation.
- If possible, per FEMA guidance, the soil, groundwater and/or surface water at and near a proposed staging area should be tested prior to receipt of disaster generated debris to establish pre-existing baseline conditions.
- TDSRS for debris other than green waste should not be allowed in public source water protection areas including aquifer protection areas, public drinking water supply watersheds, and public well source areas.
- In no case should any TDSRS be located in or within 100 feet of a wetland area or watercourse.
- TDSRS for debris other than green waste shall not be located within 200 feet of a watercourse, water body, or wetland, unless otherwise approved by CTDEP.
- Impacts from noise, dust, and traffic that are tolerated by the public early in a disaster recovery, may have to be curtailed later. Avoid locating the TDSRS near residential areas, schools, and hospitals.
- Sites should not have critical habitat or rare ecosystems, threatened and/or endangered species, historic and/or archaeological sites.
- Sites should have good ingress/egress to accommodate heavy truck traffic and have a site configuration that will allow for an efficient layout.

EXHIBIT A7 RIGHT OF ENTRY AGREEMENT (EXAMPLE)

RIGHT OF ENTRY /HOLD HARMLESS AGREEMENT

RIGHT OF ENTRY PERMIT NO. _____ **DATE** _____

PROPERTY ADDRESS / DESCRIPTION

NAME (OWNER OR OWNER'S AUTHORIZED AGENT)

RIGHT OF ENTRY: I certify that I am the owner of the owner's authorized agent of the above-described property. I grant freely and without coercion the right of access and entry to said property to representatives of the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE), the USDA Forest Service, or the State of Connecticut or its authorized agent to inspect the property for purposes of determining whether disaster-generated debris is eligible for removal under FEMA'S programs and to monitor that removal, and to (eligible applicant) _____, its agents, contractors and subcontractors for the purpose of removing and/or clearing the disaster-generated debris from that property.

HOLD HARMLESS: I understand that this permit is not an obligation upon the government to perform debris removal. I agree to hold harmless the United States Government, FEMA, USACE, the USDA Forest Service, or the State of Connecticut its authorized agent (eligible applicant) _____ and any of their agencies, agents, contractors, and subcontractors, for damages of any type whatsoever, either to the above-described property, or to persons situated thereon. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the above entities while removing disaster-generated debris from the property. I will mark sewer lines, septic tanks, water lines and utilities located on the property.

DUPLICATION OF BENEFITS: Most homeowner's insurance policies have coverage to pay for removal of storm-generated debris. I understand that federal law (42 U.S. C. 5155 *et seq.*) requires me to reimburse (eligible applicant) _____ the cost of removing the storm-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof / statement of loss from my insurance company to (eligible applicant) _____. If I have received payment, or when I receive payment, for debris removal from my insurance company or any other source, I agree to notify and send payment and proof/statement of loss to (eligible applicant) _____. I understand that all disaster-related funding, including that for debris removal from private property, is subject to audit.

SWORN & ATTESTED

WITNESSED

All owners/agents must sign below.

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Name of Insurance Co. Policy No. _____

EXHIBIT A8 DEMOLITION OF STRUCTURES

The scope of demolition addresses privately-owned structures and removing demolition/general disaster generated debris and includes, but is not limited to: decommissioning structures for hazardous substance removal, demolition of single/multi-family homes, detached garages, framed out-buildings, storage/tool sheds, fences, and collection of other onsite disaster generated debris such as but not limited to wood, construction/demolition (C&D), soil and mud, silt, and stumps. Woody debris will be kept segregated from C&D debris as much as possible. Woody debris includes vegetative debris (green waste) and clean, untreated, and uncontaminated woody C&D debris. Refer to related specification entitled "Damages to Public and Private Property". The Contractor shall work during daylight hours only, for a maximum of 12 hours per day, 7 days per week or as directed by the EOC in coordination with State and/or municipal officials.

Concrete slabs, sidewalks, structural foundation piers attached to the ground shall not be demolished or damaged unless otherwise directed by the Manager. Standing trees shall only be removed as debris when directed by the State Contracting Officer(s). If a slab presents a threat to public health and safety (if not, slabs shall not be removed as FEMA considers them ineligible debris) and the State Contracting Officer(s) directs the Contractor to remove it, the slab shall be removed by lifting it off the lot rather than by removing it by excavation. Using low impact procedures, the slab can be broken into easily removable pieces of concrete that will facilitate its removal from the site. Voids found under the slab shall be filled with sand to an elevation 2-6 inches above the surrounding ground elevation.

The concept of operations is a three-step process as outlined below, which consists of private property debris removal, decommissioning of the structure, and demolition/removal of the structure. The Owner will provide the Contractor with a list of structures to be demolished. The Owner provided list will identify whether houses are to be handled and disposed of as C&D or Regulated Asbestos Containing Material (RACM).

Prior to performing the duties outlined below, the Contractor shall contact and inquire as to the feasibility of any excavation activities to be performed by contacting "Call Before You Dig" at 1-800-922-4455.

The Contractor shall remove all eligible debris from around the structure and haul this material to the appropriate disposal site.

The Contractor shall assess and remove all hazardous substances in the structure and haul to the appropriate disposal site.

The Contractor shall demolish the structure and haul the resulting waste streams to the appropriately permitted disposal sites in accordance with the guidance provided in the Disaster Debris Management Plan. *No explosives will be permitted.*

The Contractor shall provide all labor and equipment necessary to complete this work identified in awarded task orders.

Prior to demolition of each structure, the Contractor shall complete the pre-demolition checklist. A photograph and GPS coordinates of each structure to be demolished shall be included on the checklist. An Owner shall approve each checklist prior to the Contractor beginning demolition. General debris generated by the storm including, but not limited to the following shall be removed and appropriately disposed of: vegetative debris (green waste), soils and mud, tree

leaners and hangers, scattered C&D, and stumps that are located on the property, adjacent to the structure to be demolished.

Structures that are determined to be structurally sound by the Contractor shall be decommissioned prior to removal. The decommissioning of a structure shall consist of a hazardous substance assessment and the subsequent removal of any such items found. Anticipated hazardous substance waste streams include, but may not be limited to: household hazardous waste, white goods, electronic waste, special waste, universal waste. While assessment, documentation, and removal of all waste streams during the demolition process is required, ACM handling and removal, and reporting in conformance with CTDEP requirements and Section 61.145(a)(3) of the asbestos NESHAP regulation is essential for compliance and managing risk associated with this work. The Contractor shall complete removal of hazardous substance waste streams in no more than one work day after entry of the structure, unless the contracting officer provides written authorization for increased work durations.

Unsound structures shall not be entered prior to structure removal for decommissioning assessments and removals. During the removal of unsound structures, hazardous substance waste streams and white goods shall be collected from the structure and handled as per the specifications for the particular items elsewhere in this contract. The following sequence shall apply:

1. Wet the structure and partially remove, so remaining structure and/or debris is able enough to allow access by decommissioning crew.
2. Survey the structure and segregate waste.
3. Segregate and remove HHW and white goods. Removal of segregated waste shall be made as per the specifications in this contract and as per the Disaster Debris Management Plan.
4. Complete structure removal of the building as a C&D or RACM waste stream.

The work includes providing all equipment, materials, and labor for disconnecting all utilities, capping water lines, and plugging sewer taps or pipes to septic tanks or sewer systems in accordance with local requirements. Disconnection of all utilities shall be coordinated by the Contractor with the appropriate local service providers. For locating and marking the locations or underground utilities, the Contractor shall call "Call Before You Dig"; telephone number: _____. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. In cases where there are no shut-off valves, excavation is required within the rights-of-way, the excavation shall be limited to the existing Right Of Way (ROW) to the greatest extent feasible, in order to limit unnecessary ground disturbance. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. The Contractor shall take reasonable care and ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping. The Contractor shall be responsible for the repair of utilities damaged as the result of his negligence. The Contractor will not be liable for any preexisting damage to utilities.

Personal property items, such as but not limited to: automobiles, boats, trailers, and recreational vehicles shall be relocated offsite to the nearby right-of-way so as not to interfere with Contractor's demolition operations. The Contractor shall take reasonable care not to damage personal property items while moving them, and shall not be responsible for damages to personal property items being moved, unless such damages are determined to be the result of Contractor's negligent actions. The Contractor is not responsible for storm or related or other pre-existing

damage to personal property. Demolition shall not begin on structures without an Owner or designated representative present. The Contractor shall check the structures immediately prior to demolition to insure that the properties are vacated.

During demolition, decommissioning of structurally unsound structures, and the removal and hauling of associated debris, water shall be used to control dust. A water truck will be required at each demolition site. The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of nuisance in the surrounding area. Use of water shall not be allowed to result in, create, hazardous or objectionable conditions such as ice, flooding and pollution.

The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, temporary signage or other approved means shall be provided by the Contractor as needed to comply with the above requirement. Prior to the start of demolition of each structure, the Contractor shall cordon-off the work zone, and ensure that it is effectively delineated to prevent access by unauthorized personnel.

The Contractor shall submit a Contractor Safety Plan. The plan shall address decommission tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommission. The Contractor's safety plan shall address procedures to be used when conditions, such as a high risk of collateral damage to adjacent facilities, excessive danger to work crews, structural instability, etc. will preclude the use of normal demolition procedures or require additional measures to be taken.

The Contractor shall develop a *Decommissioning Plan* for the decommissioning of structures to be demolished, and shall be in accordance with all federal, state, and local regulations. The Plan's components shall address, but not be limited to the following items: decommission inspections; inspector qualifications and training; evaluation of structures for the presence of hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned waste.

A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures.

The Contractor shall submit a daily operation report. A separate operational report is required for each task order/property; one for each crew carrying out a task order. This form must be signed daily by the QAR representative and the Contractor for payment to be made. Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the structures demolished that day including building ID and address. Before and after photographs of all structures demolished shall be submitted for the respective Pre-demolition or Post-demolition checklist.

The Contractor shall provide the following submittal to the State Contracting Officer within 5 days after contract award:

- Contractor Safety Plan
- Contractor Decommissioning Plan
- Contractor Quality Control Plan

Note: No site work shall be permitted until these plans have been approved by the State.

The Contractor shall provide the following submittals as needed:

- Task Order timeline and Schedule of Work per Task Order
- Copies of all required permits and licenses.
- Pre-demolition photographs
- Daily Operation Reports
- Post-demolition photographs

While the Contractor shall implement engineering controls (e.g. wetting) to maintain no visible emissions criteria during demolition, the Contractor shall also manage surface water runoff for compliance with applicable federal, state and municipal requirements. Contractor shall take all measures to minimize impacts to land, water, and air. The Contractor and its sub-Contractors shall incorporate Best Management Practices (BMPs) to manage environmental pollution and resultant impacts arising from demolition activities in performance of this contract. Structures to be demolished will be adequately wetted down immediately prior to and during demolition, and also during the loading of haul trucks prior to hauling debris to approved disposal sites. While trucks hauling RACM shall be lined, all trucks will have their loads covered with tarps during transport.

The Contractor will address potential asbestos containing materials using BMPs to the maximum extent practical, for the purpose of: 1) conformance with NESHAP and 2) removal of appropriate ACM, and 3) classifying the waste stream resulting from demolition as C&D or RACM. The Contractor shall reference the document Guidelines for Catastrophic Emergency Situations Involving Asbestos published by the USEPA, publication number EPA 340/1-92-010, February 1992.

The Contractor shall not remove or disturb any human remains. If human remains are encountered at a site during demolition activities, all work at that site shall be stopped. The Contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local law enforcement
3. Local municipal officials

If the Contractor encounters ammunition, weapons, or explosives on site or during demolition/cleanup activities, all work shall be stopped in the adjacent area. Work may continue in other area on site. The Contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local law enforcement
3. Local municipal officials

If the Contractor encounters animal remains, the remains shall be secured onsite and work may continue. The Contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local municipal officials

If the Contractor encounters valuables, such items shall be secured onsite and work may continue. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall Contractor employees keep any found items for souvenirs or other uses. The Contractor shall immediately notify:

1. The Contracting Officer or designated representative
2. Local government officials

Household Hazardous Waste (HHW) during Demolition is excluded from the definition of Hazardous Waste and therefore does not require the same collection of handling procedures as Hazardous Waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

Hazardous and Toxic Wastes (HTW) during Demolition: Assessments of structures to be demolished will have been accomplished by others as part of the Right-of-Entry process. If suspected HTW materials are found by the Contractor, (i.e. – 55 gallon drums containing unknown materials), they shall be immediately identified and reported to the Contracting Officer's representative, so a determination as to the disposition of the material can be made. Contractor personnel who will be handling HTW materials shall be appropriately trained.

Petroleum Products – All storage tanks containing gasoline, diesel, propane or other petrochemical products shall be pumped or drained prior to the tank being moved, in coordination with appropriate Federal, State, and municipal agencies. Portable storage containers (oil cans, gas cans, etc.) containing these products shall be segregated and disposed of in an appropriate manner. Contractor personnel who will be handling petroleum product materials shall be appropriately trained.

E-Waste encountered in the demolition process shall be segregated on site and disposed of in the manner as specified elsewhere in this document. Examples of E-waste include, but are not limited to: computers, Televisions, radios, VCR's stereos, copiers, fax machines, and other common electric products.

Ozone Depleting Substances that are encountered during the demolition process (i.e., white goods containing Freon) shall be handled by the Contractor in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

White goods shall be removed from the structure during demolition and shall be segregated and disposed of in the manner as specified elsewhere in this document.

Eligible debris under this contract consists of Demolition Debris generated from the demolition of structures, and also General Debris such as but not limited to woody debris, soils, and mud, and stumps that were generated by the storm and is located on the property, adjacent to the structure to be demolished.

Debris and rubbish including, but not limited to, trash, metal, and glass, shall be removed from within the footprint of the structure to be demolished. Debris shall be removed and transported in manner that prevents spillage on streets or adjacent areas. State and municipal regulations regarding the transport and disposal of solid waste shall apply.

Load tickets shall be completed for tracking purposes of the removal of demolition debris and tipping fees, and shall include the volume measurements for eligible debris, and shall be provided by the Contractor.

The Contractor shall designate a Contractor Representative (CR) at each project to supervise work in progress. The Contracting Officer will deal directly with the CR for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the Contracting Officer for performance of all work under the contract. The CR shall have full authority to contractually commit the CONTRACTOR for prompt action on all matters pertaining to administration of this contract, and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the Contractor Safety Plan and daily Safety Plan, have the authority to determine for the Contractor when work is ready for government inspection and make decisions for the Contractor on additional performance of work, when necessary.

The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if they are in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following completion of demolition.

Compliance with the provisions of this contract by sub-Contractors will be the responsibility of the Contractor.

The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under this contract. Copies of all permits shall be submitted to the Owner prior to commencement of work under any Task Order. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Government. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

In compliance with FEMA low-impact removal guidance, major demolition activities including placement of equipment and debris removal containers shall be confined to areas where soils have been disturbed by construction activities such as site development, construction, surface grading, landscaping, utility trenching, etc. This shall include the use of tracked and/or large-tired equipment to the maximum extent possible in order to minimize the depth of soil disturbance and compaction to a depth of 8' or less. The use of heavy equipment shall be prohibited if excessive sinking or rutting (greater than 8") should occur following rainfall events where the ground becomes saturated. Operations involving the use of heavy equipment shall resume after conditions have improved such that excessive sinking or rutting is no longer a problem.

If the Contractor cannot follow the low-impact demolition removal guidance for a specific structure to be demolished, he will not commence demolition, and shall immediately inform the Owner.

The Contractor shall use equipment and perform work in a manner to prevent damages to adjacent infrastructure facilities and adjacent rights-of-way, including all landscaped areas. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the government. The Contractor shall take digital photos of any damages caused by his operations and provide digital copies to the Owner. All loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove the load debris. Any damage to private property, sidewalks, curbs, utilities, or streets shall be repaired at the expense of the Contractor.

Before beginning any demolition work, the Contractor shall visually survey the site to identify any problem areas. The Contractor shall take necessary precautions to avoid damage to adjacent properties. The Contractor shall protect all fire hydrants and all utilities during work operations. Any damaged items shall be repaired or replaced as approved by the Contracting Officer, as non-reimbursable expense. The Contractor shall coordinate the work of this section with all other work.

The Contractor shall plan the work to minimize the impact on the neighborhood. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of the federal, state, and local governments or agencies, or of any public utilities.

The State reserves the right to inspect the site, verify quantities and review operations at any time.

Trees outside the project site which might be damaged during demolition shall be left in place, and shall be protected. Any such tree(s) damaged during the work under this Contract or Task Order shall be replaced.

Post-Demolition Cleanup – The Contractor shall remove all signs of temporary construction facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. The area shall be restored to near pre-existing conditions, with the exception of those structures demolished as part of this contract. Restoration to original contours will not be required, unless specifically directed by the Owner of the designated representative. All areas shall, however, be smoothly and evenly dressed.

Upon termination or completion of this Contract or Task Order(s), the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any sub-Contractor, agent or employee.

Any property not removed shall be deemed abandoned by the Owner and any cost incurred by the government in disposal of same shall be withheld from Contractor's final payment due.

**EXHIBIT A9 CLOSE-OUT OF TEMPORARY DEBRIS STORAGE AND REDUCTION
SITE (SOURCE – STATE OF CONNECTICUT, DISASTER
DEBRIS MANAGEMENT PLAN, 2007)**

5.2.5 Site Remediation/Closure Checklist for Temporary Debris Storage and Reduction Sites

The testing and closure of TDSRS will be undertaken in accordance with all requirements of Connecticut statutes and regulations and federal laws. The following broad guidelines apply to the closure of TDSRS:

- Owner/operators of the TDSRS will be responsible for closure of the site in accordance with CTDEP requirements, including environmental sampling, if needed.
- All disaster related debris must be removed by the expiration of the Emergency Authorization and/or General Permit, unless otherwise authorized by CTDEP.
- Mulch and wood chips produced from processing uncontaminated green waste may be left on-site if prior approval is obtained from CTDEP. CTDEP will consider these requests on a case-by-case basis.
- Areas that were only used to stage uncontaminated green waste, or ash from authorized burning of solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).
- Areas that were used to stage mixed debris, or ash from burning mixed debris, will normally require environmental sampling after the debris or ash is removed, unless there is reason to believe that no contamination in the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases).
- Areas that were used to stage household hazardous waste and hazardous waste will require environmental sampling after all material has been removed from the site. These sites may require possible remediation to meet the goals of the State's Remediation Standard Regulations, Regulations of Connecticut State Agencies (RCSA) 22a-133k-1 through 22a-133k-3.
- When sampling of soils and groundwater is needed, it should typically include at least four soil samples and one groundwater sample collected from a monitoring well or direct sampling method in areas showing significant visible staining or areas believed to be impacted by the staged waste or ash. Unless otherwise approved by CTDEP, these samples should normally be analyzed for total RCRA metals, volatile organic compounds and semi-volatile organic compounds using approved EPA methods and CTDEP protocols. CTDEP may also require other approaches to conducting environmental sampling at staging areas on a case-by-case basis, such as requiring that the site meet the criteria of the Remediation Standard Regulations, RCSA Connecticut State Agencies (RCSA) 22a-133k-1 through 22a-133k-3.

5.2.6 Additional Testing Criteria

The following is additional testing criteria that may be required, at the discretion of the Commissioner, under certain debris staging situations:

5.2.6.1 Ash Testing

- All ash piles in mixed debris staging sites should be tested using the Toxicity Characteristic Leaching Procedure. One composite sample from each separate ash pile should be analyzed. A minimum of ten samples taken from different strata within the pile is appropriate to develop the composite sample, and if unacceptable contamination is not found, ash may be transported out-of-state to a permitted landfill or placed in a permitted Connecticut ash landfill.
- If unacceptable levels of contamination are detected, the material should be further evaluated and placed in a permitted ash landfill (if contamination is within permit limits) or a hazardous waste landfill, as appropriate.

5.2.6.2 Soil Testing

- Soils should be tested for the presence of volatile hydrocarbon contamination. Samples should be taken immediately below the surface. This testing should be done if it is suspected that they were hazardous materials, such as oil or diesel fuel spills, dumped on the site. This phase of the testing should be done after the stockpiles are removed from the site.
- If burning is conducted, the entire burn site should be inspected for any areas of discoloration, odor, or obvious problems. Such areas should be identified and restored, as necessary.

5.2.6.3 Groundwater Testing

- Groundwater should be tested on selected sites to determine the probable effects of rainfall leaching through either the stockpile areas or ash areas if burning is conducted. Although every effort must be made to avoid siting TDSRS in areas important for public water supply (section 5.2.3), it is possible that TDSRS could of necessity be sited in areas where the groundwater used for drinking water, whether through public or private drinking water supply wells.
- Runoff from stockpiled debris within the storage areas has the potential to contaminate groundwater. Although the probability of contamination is considered low, testing is needed because of the importance of protecting water quality and assessing consistency with Connecticut's Water Quality Standards, particularly in an area served by private drinking water supply wells.
- Groundwater monitoring wells or temporary sampling points should be placed around the perimeter of the stockpiles (especially for stockpiles of things like white goods, electronics, HHW, etc) that have remained for an extended period of time prior to final disposal, and burn piles, to determine if there is any type of contamination.
- Testing should occur at selected sites after all debris is removed. Results of such testing will be compared to the criteria defined in the Remediation Standard Regulations, RCSA 22a-133k-1 through 22a-133k-3 for the applicable groundwater classification, as defined in the Connecticut's Quality Standards (authorized by the CGS Section 22a-426) and associated water quality classification maps.
- If applicable, results should also be compared to Drinking Water Action Levels as identified by the Drinking Water Section of the DPH.

5.2.6.4 Generic Checklist for Quality Assurance at Closeout

CTDEP presents a generic checklist for Quality Assurance (QA) that should be considered at the close-out of each TDSRS. The Responsible Party for the site is responsible for closure in accordance with all applicable federal, State and local requirements. The generic checklist includes, but is not limited to, the following:

- Lease special conditions met?
- Debris stockpiles removed and disposed?
- Ash pile tested, removed, disposed?
- *Illegally filled or disturbed wetlands* restored and locations noted on appropriate State and municipal maps?
- Chain of custody records complete for the site?
- Location of storage area stockpiles marked on plans?
- Contractor petroleum and HHW spills remediated?
- Perimeter berms leveled and topsoil restored?
- Existing groundwater monitoring wells identified on map, secured and restored?
- Environmental records submitted (contractor groundwater and air quality monitoring if any, chain of custody records for HHW, other state approvals)?
- Site secured wherever stockpiles (chips, tires, etc.) do remain, to discourage illegal dumping?
- All contractor equipment and temporary structures removed?
- Compare baseline data of the temporary site to conditions after the stockpile is removed and the contractor vacates the site.
- Use GPS to locate the sites for future reference needs.

5.2.7 Completing Closeout

CTDEP should be informed in writing when all closure activities at the TDSRS area are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice should include the results of this sampling, unless otherwise approved by CTDEP

PHILLIPS & JORDAN, INC. EXHIBIT B: PRICE SCHEDULE

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
I.	Project Management	Administrative fee per tiered debris causing event (2,4, 6 mil CY)	N/A	2 million CY	\$ 550,000.00	Lump sum
				4 million CY	1,200,000.00	Lump sum
				6 million CY	2,100,000.00	Lump sum
II.	Planning Function	N/A	N/A	N/A	At no cost	
III. C. 1	Operations: <i>Demolition of Structures</i>	Both CY and Tons per mileage intervals	From public and private property.	0-15 miles	\$ 12.25/cv	\$ 90.00 /tons
				16-30 miles	12.90/cy	95.00 /tons
				31-60 miles	14.00/cy	100.00 /tons
				61-120 miles	17.40/cy	108.00 /tons
				12 1-220 miles	21.50/cy	115.00 /tons
				22 1-320 miles	26.40/cy	145.00 /tons
				32 1-420 miles	32.50/cy	180.00 /tons
				> 421 miles	42.00/cy	210.00 /tons
III. D- 1.1	Operations: <i>Uncontaminated Green Waste/Vegetative Debris</i>	CY per mileage intervals	From R.O.W.	0-15 miles	\$ 12.25 /cv	
				16-30 miles	12.90 /cy	
				31-60 miles	14.00 /cy	
				61-120 miles	17.40 /cy	
				12 1-220 miles	21.50 /cy	
				22 1-320 miles	26.40 /cy	
				32 1-420 miles	32.50 /cy	
				> 421 miles	42.00 /cy	
			From TDSRS	0-15 miles	8.00 /cv	
				16-30 miles	8.50 /cy	
				31-60 miles	9.25 /cy	
				61-120 miles	10.25 /cy	
				12 1-220 miles	12.00 /cy	
				22 1-320 miles	16.00 /cy	
				32 1-420 miles	20.00 /cy	
				> 421 miles	25.00 /cy	
II. D-1.1.1	Operations: <i>Removal of Hazardous Limbs (Hangers)</i>	Each	In R.O.W.	N/A	125.00 /each	

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D- 1.1.2	Operations: <i>Removal of Hazardous Trees (standing leaners)</i>	Each	In R.O.W.	6"- 12" diameter at breast height (DBH)	\$ 75.00 /each	
				> 12"-24" DBH	125.00 /each	
				> 24.1"-48" DBH	200.00 /each	
				> 48.1" and greater DBH	400.00 /each	
III. D- 1.1.3	Operations: <i>Removal of Fallen Trees</i>	Each	In R.O.W.	N/A	50.00 /each	
III. D-1.1.4	Operations: <i>Removal of Hazardous Stumps (cutting and transport; suitably backfilled)</i>	CY	In R.O.W.	< 24" diameter	26.00 /CY	
			From TDSRS	> 24" diameter	26.00 /CY	
III. D-2. 1	Operations: <i>Non-asbestos Containing C&D</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$ 12.25 /cv	\$ 90.00 /tons
				16-30 miles	12.90 /cy	95.00 /tons
				31-60 miles	14.00 /cy	100.00 /tons
				61-120 miles	17.40 /cy	108.00 /tons
				121-220 miles	21.50 /cy	115.00 /tons
				221-320 miles	26.40 /cy	145.00 /tons
				321-420 miles	32.50 /cy	180.00 /tons
				> than 421 miles	42.00 /cy	210.00 /tons
			From TDSRS	0-15 miles	8.00 /cv	45.00 /tons
				16-30 miles	8.50 /cy	50.00 /tons
				31-60 miles	9.25 /cy	60.00 /tons
				61-120 miles	10.25 /cy	65.00 /tons
				121-220 miles	12.00 /cy	70.00 /tons
				221-320 miles	16.00 /cy	80.00 /tons
				321-420 miles	20.00 /cy	90.00 /tons
				> than 421 miles	25.00 /cy	100.00 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-2.2	Operations: <i>Asbestos Containing C&D</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$ 18.40 /cy	\$ 130.00 /tons
				16-30 miles	19.50 /cy	140.00 /tons
				31-60 miles	21.00 /cy	160.00 /tons
				61-120 miles	26.00 /cy	180.00 /tons
				12 1-220 miles	32.00 /cy	200.00 /tons
				22 1-320 miles	40.00 /cy	240.00 /tons
				32 1-420 miles	49.00 /cy	300.00 /tons
				> than 421 miles	63.00 /cy	340.00 /tons
			From TDSRS	0-15 miles	12.00 /cv	80.00 /tons
				16-30 miles	13.00 /cy	85.00 /tons
				31-60 miles	14.00 /cy	92.00 /tons
				61-120 miles	15.50 /cy	102.00 /tons
				12 1-220 miles	18.00 /cy	115.00 /tons
				22 1-320 miles	24.00 /cy	130.00 /tons
				32 1-420 miles	30.00 /cy	140.00 /tons
				> than 421 miles	37.50 /cy	155.00 /tons
III. D-3.1	Operations: <i>Electronic Waste</i>	Tons per mileage intervals	From R.O.W.	0-15 miles	\$ 10,000.00	/tons
				16-30 miles	10,100.00	/tons
				31-60 miles	10,200.00	/tons
				61-120 miles	10,300.00	/tons
				12 1-220 miles	10,900.00	/tons
				22 1-320 miles	11,500.00	/tons
				32 1-420 miles	12,200.00	/tons
				> than 421 miles	13,700.00	/tons
			From TDSRS	0-15 miles	80.00	/tons
				16-30 miles	150.00	/tons
				31-60 miles	230.00	/tons
				61-120 miles	350.00	/tons
				12 1-220 miles	950.00	/tons
				22 1-320 miles	1,350.00	/tons
				32 1-420 miles	1,800.00	/tons
				> than 421 miles	3,600.00	/tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-4. 1	Operations: <i>Household Hazardous Waste Handling and Disposal (HHW)</i>	55 gallon drum per mileage intervals	From R.O.W.	0-15 miles	\$ 600.00	/drum
				16-30 miles	650.00	/drum
				31-60 miles	720.00	/drum
				61-120 miles	840.00	/drum
				121-220 miles	1,400.00	/drum
				221-320 miles	1,800.00	/drum
				321-420 miles	2,250.00	/drum
				> than 421 miles	3,900.00	/drum
			From TDSRS	0-15 miles	600.00	/drum
				16-30 miles	650.00	/drum
				31-60 miles	720.00	/drum
				61-120 miles	840.00	/drum
				121-220 miles	1,400.00	/drum
				221-320 miles	1,800.00	/drum
				321-420 miles	2,250.00	/drum
				> than 421 miles	3,900.00	/drum
III. D-5.1	Operations: <i>Putrescent MSW</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$ 36.00 /cy	\$ 40.00 /tons
				16-30 miles	40.00 /cy	45.00 /tons
				31-60 miles	43.00 /cy	50.00 /tons
				61-120 miles	50.00 /cy	55.00 /tons
				121-220 miles	64.00 /cy	65.00 /tons
				221-320 miles	80.00 /cy	75.00 /tons
				321-420 miles	96.00 /cy	90.00 /tons
				> than 421 miles	140.00 /cy	135.00 /tons
			From TDSRS	0-15 miles	36.00/cy	40.00 /tons
				16-30 miles	40.00 /cy	45.00 /tons
				31-60 miles	43.00 /cy	50.00 /tons
				61-120 miles	50.00 /cy	55.00 /tons
				121-220 miles	64.00 /cy	65.00 /tons
				221-320 miles	80.00 /cy	75.00 /tons
				321-420 miles	96.00 /cy	90.00 /tons
				> than 421 miles	140.00 /cy	135.00 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-6.1	Operations: <i>Collection and Final Recycling / Disposal of White Goods</i>	Each per mileage intervals	From R.O.W.	0-15 miles	\$ 38.00	/each
				16-30 miles	45.00	/each
				31-60 miles	52.00	/each
				61-120 miles	66.00	/each
				121-220 miles	95.00	/each
				221-320 miles	120.00	/each
				321-420 miles	154.00	/each
				> than 421 miles	250.00	/each
			From TDSRS	0-15 miles	38.00	/each
				16-30 miles	45.00	/each
				31-60 miles	52.00	/each
				61-120 miles	66.00	/each
				121-220 miles	95.00	/each
				221-320 miles	120.00	/each
				321-420 miles	154.00	/each
				> than 421 miles	250.00	/each
III. D-6.2	Operations: <i>Removal and Disposal of Freon from White Goods</i>	Each	At TDSRS	N/A	30.00	/each
III. D-7.1	Operations: <i>Aggregate-Clean</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$ 12.25 /cy	\$ 38.00 /tons
				16-30 miles	12.90 /cy	45.00 /tons
				31-60 miles	14.00 /cy	50.00 /tons
				61-120 miles	17.40 /cy	56.00 /tons
				121-220 miles	21.50 /cy	65.00 /tons
				221-320 miles	26.40 /cy	75.00 /tons
				321-420 miles	32.50 /cy	85.00 /tons
				> than 421 miles	42.00 /cy	95.00 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-7. 1 (continued)	Operations: <i>Aggregate-Clean</i>	Both CY and Tons per mileage intervals	From TDSRS	0-15 miles	\$ 8.00 /cv	\$ 30.00 /tons
				16-30 miles	8.50 /cy	34.00 /tons
				31-60 miles	9.25 /cy	37.00 /tons
				61-120 miles	10.25 /cy	42.00 /tons
				121-220 miles	12.00 /cy	50.00 /tons
				221-320 miles	16.00 /cy	60.00 /tons
				321-420 miles	20.00 /cy	70.00 /tons
				> than 421 miles	25.00 /cy	80.00 /tons
III. D-7.2	Operations: <i>Aggregate-Contaminated</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	40.00 /cv	50.00 /tons
				16-30 miles	44.00 /cy	55.00 /tons
				31-60 miles	49.00 /cy	60.00 /tons
				61-120 miles	58.00 /cy	65.00 /tons
				121-220 miles	72.00 /cy	80.00 /tons
				221-320 miles	85.00 /cy	94.00 /tons
				321-420 miles	99.00 /cy	110.00 /tons
				> than 421 miles	135.00 /cy	150.00 /tons
			From TDSRS	0-15 miles	40.00 /cv	50.00 /tons
				16-30 miles	44.00 /cy	55.00 /tons
				31-60 miles	49.00 /cy	60.00 /tons
				61-120 miles	58.00 /cy	65.00 /tons
				121-220 miles	72.00 /cy	80.00 /tons
				221-320 miles	85.00 /cy	94.00 /tons
				321-420 miles	99.00 /cy	110.00 /tons
				> than 421 miles	135.00 /cy	150.00 /tons
III. D-8. 1	Operations: <i>Animal Carcasses</i>	Collection/loading costs and transportation costs are based on tons per “fully loaded mile” per mileage interval	From R.O.W. to final disposal	0-15 miles	\$ 90.00 /ton	
				16-30 miles	98.00 /ton	
				31-60 miles	105.00 /ton	
				61-120 miles	116.00 /ton	
				121-220 miles	140.00 /ton	
				221-320 miles	164.00 /ton	
				321-420 miles	198.00 /ton	
				> than 421 miles	225.00 /ton	

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D-9. 1	<i>Operations: Soil, Silt, Sediment and Sand - Uncontaminated</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	\$ 12.25 /cv	\$ 38.00 /tons
				16-30 miles	12.90 /cy	45.00 /tons
				31-60 miles	14.00 /cy	50.00 /tons
				61-120 miles	17.40 /cy	56.00 /tons
				12 1-220 miles	21.50 /cy	65.00 /tons
				22 1-320 miles	26.40 /cy	75.00 /tons
				32 1-420 miles	32.50 /cy	85.00 /tons
				> than 421 miles	42.00 /cy	95.00 /tons
			From TDSRS	0-15 miles	8.00 /cv	30.00 /tons
				16-30 miles	8.50 /cy	34.00 /tons
				31-60 miles	9.25 /cy	37.00 /tons
				61-120 miles	10.25 /cy	42.00 /tons
				12 1-220 miles	12.00 /cy	50.00 /tons
				22 1-320 miles	16.00 /cy	60.00 /tons
				32 1-420 miles	20.00 /cy	70.00 /tons
				> than 421 miles	25.00 /cy	80.00 /tons
III. D-9.2	<i>Operations: Soil, Silt, Sediment and Sand - Contaminated</i>	Both CY and Tons per mileage intervals	From R.O.W.	0-15 miles	40.00 /cv	50.00 /tons
				16-30 miles	44.00 /cy	55.00 /tons
				31-60 miles	49.00 /cy	60.00 /tons
				61-120 miles	58.00 /cy	65.00 /tons
				12 1-220 miles	72.00 /cy	80.00 /tons
				22 1-320 miles	85.00 /cy	94.00 /tons
				32 1-420 miles	99.00 /cy	110.00 /tons
				> than 421 miles	135.00 /cy	150.00 /tons
			From TDSRS	0-15 miles	40.00 /cv	50.00 /tons
				16-30 miles	44.00 /cy	55.00 /tons
				31-60 miles	49.00 /cy	60.00 /tons
				61-120 miles	58.00 /cy	65.00 /tons
				12 1-220 miles	72.00 /cy	80.00 /tons
				22 1-320 miles	85.00 /cy	94.00 /tons
				32 1-420 miles	99.00 /cy	110.00 /tons
				> than 421 miles	135.00 /cy	150.00 /tons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
D-9.3	Operations: <i>Contaminated Sand bags</i>	Both CY and Tons per mileage intervals	From ROW	0-15 miles	\$ 40.00 /cv	50.00 /tons
				16-30 miles	44.00 /cy	55.00 /tons
				31-60 miles	49.00 /cy	60.00 /tons
				61-120 miles	58.00 /cy	65.00 /tons
				12 1-220 miles	72.00 /cy	80.00 /tons
				22 1-320 miles	85.00 /cy	94.00 /tons
				32 1-420 miles	99.00 /cy	110.00 /tons
				> than 421 miles	135.00 /cy	150.00 /tons
			From TDSRS	0-15 miles	40.00 /cv	50.00 /tons
				16-30 miles	44.00 /cy	55.00 /tons
				31-60 miles	49.00 /cy	60.00 /tons
				61-120 miles	58.00 /cy	65.00 /tons
				12 1-220 miles	72.00 /cy	80.00 /tons
				22 1-320 miles	85.00 /cy	94.00 /tons
				32 1-420 miles	99.00 /cy	110.00 /tons
				> than 421 miles	135.00 /cy	150.00 /tons
III. D- 10.1	Operations: <i>Hazardous Waste Handling and Disposal</i>	55 gallon drum per mileage intervals	From R.O.W.	0-15 miles	\$ 500.00 /55 gallon drum	
				16-30 miles	520.00 /55 gallon drum	
				31-60 miles	550.00 /55 gallon drum	
				61-120 miles	580.00 /55 gallon drum	
				12 1-220 miles	620.00 /55 gallon drum	
				22 1-320 miles	660.00 /55 gallon drum	
				32 1-420 miles	750.00 /55 gallon drum	
				> than 421 miles	800.00 /55 gallon drum	
			From TDSRS	0-15 miles	500.00 /55 gallon drum	
				16-30 miles	520.00 /55 gallon drum	
				31-60 miles	550.00 /55 gallon drum	
				61-120 miles	580.00 /55 gallon drum	
				12 1-220 miles	620.00 /55 gallon drum	
				22 1-320 miles	660.00 /55 gallon drum	
				32 1-420 miles	750.00 /55 gallon drum	
				> than 421 miles	800.00 /55 gallon drum	

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE	
III. D- 11.1	Operations: <i>Scrap metal</i>	Both CY or Tons per mileage intervals	From R.O.W.	0-15 miles	\$ 12.50 /cy	\$ 40.00 /tons
				16-30 miles	13.00 /cy	47.00 /tons
				31-60 miles	14.50 /cy	54.00 /tons
				61-120 miles	18.00 /cy	60.00 /tons
				12 1-220 miles	22.00 /cy	70.00 /tons
				22 1-320 miles	27.00 /cy	78.00 /tons
				32 1-420 miles	34.00 /cy	88.00 /tons
				> than 421 miles	44.00 /cy	98.00 /tons
			From TDSRS	0-15 miles	9.00 /cy	32.00 /tons
				16-30 miles	9.50 /cy	36.00 /tons
				31-60 miles	10.25 /cy	40.00 /tons
				61-120 miles	12.00 /cy	45.00 /tons
				12 1-220 miles	14.00 /cy	54.00 /tons
				22 1-320 miles	20.00 /cy	65.00 /tons
				32 1-420 miles	24.00 /cy	75.00 /tons
				> than 421 miles	30.00 /cy	85.00 /tons
III. D- 12.1	Operations: <i>Sunken Vessel Removal</i>	Each vessel/size (Recreational boats – sail boats and power boats; range in size from approximately 12’ to 43’) per mileage interval	From R.O.W.	0-15 miles	\$ 7.00 each	
				16-30 miles	8.00 each	
				31-60 miles	12.00 each	
				61-120 miles	20.00 each	
				121-220 miles	30.00 each	
			From Aggregation Sites	0-15 miles	7.00 each	
				16-30 miles	8.00 each	
				3 1-60 miles	12.00 each	
				61-120 miles	20.00 each	
				12 1-220 miles	30.00 each	
D. 13.1	Operations: <i>Municipal Utilities and Non-Utility Entities (Private)</i>	CY or 55 gallons per mileage intervals per mileage interval	Public and Private Property	0-15 miles	\$ 950.00 /cy	\$500.00 /55 gallons
				16-30 miles	975.00 /cy	520.00 /55 gallons
				31-60 miles	1,025.00 /cy	550.00 /55 gallons
				61-120 miles	1,050.00 /cy	580.00 /55 gallons
				12 1-220 miles	1,100.00 /cy	600.00 /55 gallons
				22 1-320 miles	1,200.00 /cy	650.00 /55 gallons
				32 1-420 miles	1,300.00 /cy	700.00 /55 gallons
				> than 421 miles	1,400.00 /cy	800.00 /55 gallons

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III. D- 14.1	Operations: <i>Wrecker Services for Stray and Abandoned Vehicle (Towing)</i>	Each vehicle (Cars, light trucks, trucks, tractor trailers) per mileage intervals	From R.O.W.	0-15 miles	\$ 160.00 each
				16-30 miles	170.00 each
				31-60 miles	185.00 each
				61-120 miles	200.00 each
				121-220 miles	225.00 each
				221-320 miles	250.00 each
				321-420 miles	275.00 each
				> than 421 miles	350.00 each
			From Aggregation Sites	0-15 miles	150.00 each
				16-30 miles	160.00 each
				31-60 miles	175.00 each
				61-120 miles	190.00 each
				121-220 miles	210.00 each
				221-320 miles	230.00 each
				321-420 miles	250.00 each
				> than 421 miles	310.00 each
III.D- 15.1	Operations: <i>Recovery of Stray and Abandoned Vessels</i>	Each vessel/size (Recreational boats – sail boats and power boats; range in size from approximately 12' to 43') per mileage intervals	From R.O.W.	0-15 miles	200.00 each
				16-30 miles	240.00 each
				31-60 miles	280.00 each
				61-120 miles	330.00 each
				121-220 miles	400.00 each
				221-320 miles	500.00 each
				321-420 miles	600.00 each
				> than 421 miles	750.00 each
			From Aggregation Point	0-15 miles	180.00 each
				16-30 miles	220.00 each
				31-60 miles	260.00 each
				61-120 miles	300.00 each
				121-220 miles	360.00 each
				221-320 miles	460.00 each
				321-420 miles	560.00 each
				> than 421 miles	700.00 each

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	UNIT PRICE
III E- 1.1 through E- I .5	<i>Temporary Debris Storage and Reduction Sites (TDSRS)</i>	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	\$ 11,000,000 Lump Sum per each site
				4 million cy	22,000,000 Lump Sum per each site
				6 million cy	33,000,000 Lump Sum per each site
III E-2.1 through E-2.5	<i>Vehicle Aggregation Site</i>	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	700,000 Lump Sum per each site
				4 million cy	800,000 Lump Sum per each site
				6 million cy	1,000,000 Lump Sum per each site
III E-3.1 through E-3.6	<i>Vessel Aggregation Site</i>	Each site per tiered debris causing event (2,4, 6 million CY)	N/A	2 million cy	700,000 Lump Sum per each site
				4 million cy	800,000 Lump Sum per each site
				6 million cy	1,000,000 Lump Sum per each site