

**MASTER SERVICE AGREEMENT FOR
Storm and Disaster Recovery Services**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Ashbritt, Inc. (“Contractor”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Contractor” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement. This contract will be for a term of two (2) years. Further, the City of Pflugerville reserves the right to renew the contract for one (1) additional one (1) year period.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

Contractor agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule through executed Work Authorizations in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in Exhibit “A” which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

All work performed by Contractor hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive

on all Parties hereto. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to City Manager; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO Contractor

In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by City Manager of all services and activities set forth in this Agreement, City agrees to enter into Work Authorization Agreements for delivery of services described in the Scope of Services. City agrees to pay Contractor according to the Fee Schedule attached hereto as Exhibit "B" and executed Work Authorizations. All work performed under a Work Authorization Agreement shall be in accordance with the terms of this agreement.

4.1 No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City. The parties hereby agree that all compensable expenses of Contractor have been provided for in the Fee Schedule as specified in section 4.1 above. Payments to Contractor for expenses not set forth in section 4.1 above, require prior approval and agreement of all Parties, evidenced in writing and approved by the Pflugerville City Council by passage of an ordinance, therefore.

4.2 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Contractor following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor.

5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Contractor shall be at the City's sole risk and without liability to the Contractor.

VI. RECORDS RETENTION

6.1 Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may

deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return said documents to City prior to or at the conclusion of said retention.

6.2 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Contractor default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another Contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new Contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.43 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect monies that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to: City of Pflugerville
Attn: Evan Groeschel, MPA

Director of Operations
P.O. Box 589
Pflugerville, Texas 78691

If intended for Contractor, to: Ashbritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, Florida, 33441

IX. INSURANCE

91 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled Master Services Agreement in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

92 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

93 A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:
City of Pflugerville

9.4 Within forty-eight (48) hours after issuance of a work authorization, the successful Proposer shall execute the Work Authorization and furnish City of Pflugerville with a Performance Bond and labor and materials payment bond, each in the full amount of the work Authorization price.

Insurance Requirements

Contractor performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Contractor shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate coverage for: Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100 A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

94 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes.

City of Pflugerville
 Public Works
 P.O. Box 589 Pflugerville,
 Texas 78691-0589

95 Contractor agrees that with respect to the above required insurance, all insurance

policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

96 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

97 In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

98 Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractors' performance of the work covered under this Agreement.

99 It is agreed that, excepting Professional Liability, Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Contractor and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

101 Contractor covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONTRACTOR or the CONTRACTOR's agent, CONTRACTOR under contract, or another entity over which the CONTRACTOR exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any negligent or intentional acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, contractor or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

102 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR 's activities under this AGREEMENT.

103 Duty to Defend – Contractor covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee or other entity, excluding the CONTRACTOR or the CONTRACTOR'S agent, employee or sub-contractor, over which the CITY exercises control. CONTRACTOR is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONTRACTOR'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

104 CONTRACTOR is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

105 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONTRACTOR is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONTRACTOR.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: Storm and Disaster Recovery Services. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and contractor s; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Contractor. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the contractor under this Agreement and that the contractor has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 Contractor acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Contractor further warrants and certifies that it will comply with the City’s Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Contractor with respect to the proper completion of the TEC Form 1295.

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Contractor, and, if applicable, subject to formal approval by the City Council.

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

The signer of this Agreement for Contractor represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Exhibits "A" and "B" - Scope of Services, including Project Description/Scope of Services;
Fee Summary for Professional Services and Proposed Project Schedule

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXV. MISCELLANEOUS CITY CODE PROVISIONS

25.1 Representations and Warranties by Contractor. If Contractor is a corporation, partnership or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the

state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

25.2 Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

25.3 Eligibility Certification. Contractor certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of Pflugerville, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

25.5 Texas Family Code Child Support Certification. Contractor certifies that they are not delinquent in child support obligations and therefore is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25.6 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Company hereby certifies that it is not a company identified under Texas Government

Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONTRACTOR

(Signature)



Printed Name: _____

Printed Name: Dow Knight

Title: _____

Title: Senior Vice President

Date: _____

Date: 02/02/2024

APPROVED AS TO FORM:

City Attorney
DENTON NAVARRO RODRIGUEZ BERNAL SANTEE
& ZECH, P.C.

**MASTER SERVICES AGREEMENT FOR
CITY OF PFLUGERVILLE STORM AND DISASTER RECOVERY SERVICES**

WORK AUTHORIZATION NO. 2024-1

This WORK AUTHORIZATION is made pursuant to the terms and conditions of the Master Services Agreement executed the _____ day of _____, 2024 by and between the City of Pflugerville and Contractor, hereinafter referred to as the Agreement.

The Contractor will perform the professional services as shown in Attachment A, Scope of Services, which will include the tasks to be performed, the deliverables to be provided by the Contractor, and the milestone schedule for completing the tasks and the deliverables.

Compensation to the Contractor for the services provided pursuant to this work authorization shall be in accordance with Article 4 of the Master Services Agreement, as further detailed in Attachment B to this Work Authorization. Attachment B shall include the method and basis for determining the compensation for this work authorization. The maximum amount payable under this Work Authorization is \$X, unless amended by a Supplemental Work Authorization.

This Work Authorization does not waive any of the parties' responsibilities and obligations provided under the Master Services Agreement.

This Work Authorization is hereby accepted, acknowledged, and is effective when fully executed below.

CITY OF PFLUGERVILLE

CONTRACTOR

By Sereniah Breland

By _____

Title City Manager

Title _____

DATE

DATE

SAMPLE

Fee Schedule – Exhibit B

**EXHIBIT B - ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)		Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)	\$7.75	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)	\$8.75	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$8.75	CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal	\$4.95	CY
6	Management of TDSRS (NOTE 4)	\$2.00	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$2.25	CY
8	Grinding or consolidation of C&D debris at TSDSRS	\$2.05	CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final	\$1.50	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$1.75	CY
11	Pick Up and Haul of White Goods to Site within County	\$55.00	UNIT
12	Pick Up and Disposal of Hazardous Material	\$15.95	LB
13	Freon Management and Recycling	\$50.00	UNIT
14	Dead Animal Collection, Transportation and Disposal	\$3.00	LB
15	Abandoned Vehicle Removal	\$300.00	VEHICLE
16	Recreational Vehicle	\$30.00	Per LF
17	Disposal of asbestos containing material	\$30.00	CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
18	6 inch diameter to 11.99 inch diameter	See conversion	
19	12 inch diameter to 23.99 inch diameter	See conversion	
20	24 inch diameter to 47.99 inch diameter	\$295.00	STUMP
21	48 inch diameter and greater	\$425.00	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
22	Removal of hazardous hanging limbs greater than 2 inches	\$85.00	PER TREE
23	Removal of hazardous standing trees 6" – 12" in diameter	\$70.00	EACH
24	Removal of hazardous standing trees 13" – 24" in diameter	\$125.00	EACH
25	Removal of hazardous standing trees 25" – 36" in diameter	\$250.00	EACH
26	Removal of hazardous standing trees 37" – 48" in diameter	\$350.00	EACH
27	Removal of hazardous standing trees greater than 48" in diameter	\$425.00	EACH

Marine Debris Removal			
28	Canals, bayous and ditches	\$34.00	PER LF
29	Bays and other open waters	\$100,000	PER ACRE
30	Boat removal	\$180.00	PER LF
The following items shall be billed on a time and material basis according to the attached schedules:			
31	Emergency Road Clearance	See Equipment & Labor Rates	
32	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.25	SQ/FT
33	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	\$19.50/lb	N/A
34	Generators, light plants, water pumps, portable toilets and other required equipment or materials	See Below	

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.21 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add \$0.19 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**EXHIBIT B -
ATTACHMENT II
EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$185.00
JD 644 Wheel Loader with debris grapple	Hour	\$195.00
Extendaboom Forklift with debris grapple	Hour	\$145.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$130.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$125.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$135.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$125.00
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$195.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$195.00
JD 648E Log Skidder or equivalent	Hour	\$225.00
CAT D4 Dozer	Hour	\$145.00
CAT D6 Dozer	Hour	\$175.00
CAT D8 Dozer	Hour	\$255.00
CAT 125 – 140 HP Motor Grader	Hour	\$185.00
JD 690 Trackhoe with debris grapple	Hour	\$185.00
JD 690 Trackhoe with bucket & thumb	Hour	\$185.00
Rubber Tired Trackhoe with debris grapple	Hour	\$175.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$135.00
Rubber Tired Excavator with debris grapple	Hour	\$175.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$325.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$275.00
Hand Fed Debris Chipper	Hour	\$145.00
300 – 400 Tub Grinder	Hour	\$565.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$650.00
30 Ton Crane	Hour	\$277.00
50 Tone Crane	Hour	\$395.00
100 Ton Crane (8 hour minimum)	Hour	\$525.00
40-60' Bucket Truck	Hour	\$225.00
Service Truck	Hour	\$125.00
Water Truck	Hour	\$125.00
Portable Light Plant	Hour	\$70.00
Equipment Transports	Hour	\$155.00
Pickup Truck, Unmanned	Hour	\$45.00
Self-loading Dump Truck with Knuckleboom and debris	Hour	\$325.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$85.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$95.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$125.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$155.00
Power Screen	Hour	\$225.00
Stacking Conveyor	Hour	\$125.00
Off Road Trucks	Hour	\$225.00

**EXHIBIT B -ATTACHMENT III
LABOR AND MATERIAL RATES**

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$125.00
Superintendent with truck, phone & radio	Hour	\$95.00
Foreman with truck, phone & radio	Hour	\$85.00
Safety/Quality Control Inspector with vehicle, phone &	Hour	\$93.00
Inspector with vehicle, phone & radio	Hour	\$65.00
Climber with gear	Hour	\$125.00
Saw Hand with chainsaw	Hour	\$75.00
Laborers & Flagmen	Hour	\$65.00
Public Assistance Manager	Hour	\$145.00
Documentation Clerk	Hour	\$55.00
Timekeeper	Hour	\$50.00
HazMat Professional	Hour	\$225.00
Household HazMat Inspection & Removal Crew	Hour	\$325.00
Generators from 10 KW to 300 KW		
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$18.00

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

**EXHIBIT B
Additional Services**

	Service	Unit	Price
1	Emergency delivery of potable water, ice, and food	Lbs/gal	\$ 0.98/7.95
2	Temporary sanitation, showers, kitchens	week	\$ 32,223.00
3	Command Center, satellite communication, phones, internet	per	\$49,655.00
4	Emergency power generators	See Below	
5	First Aid Stations	per station	\$12,554.00 day
6	Light Towers	per day	\$1,950.00
7	Office Trailers	per day	\$1,800.00
8	Storage Containers	per day	\$900.00
9	Mold/Asbestos Abatement	per crew hour	\$4,590.00
10	Hazardous Waste remediation	per crew hour	\$2,875.00
11	Dredging	per CY	\$207.00
12	Marine Recovery/Marine Debris Removal	Land Based per CY	\$52.00
13	Bank Restoration	per CY	\$23.00
14	Sand Collection/Beach Restoration	per CY	\$30.00
15	Pumping and water relocation	per hour	\$295.00
16	Sewer and Catch Basin Cleaning	per LF	\$30.00
17	Temporary housing for responders and last resort residents	Per day for 500	\$129,332.00
18	Provide transportation and dispensing of gasoline, propane, diesel to support disaster recovery operations		Cost Plus 23%

Generator Pricing

Size-KW	Daily	Weekly	Monthly
10	\$922.50	\$2,700.00	\$8,100.00
20	\$950.00	\$2,900.00	\$8,700.00
25	\$950.00	\$2,900.00	\$8,700.00
35	\$1,500.00	\$4,600.00	\$13,800.00
40	\$1,500.00	\$4,600.00	\$13,800.00
50	\$1,500.00	\$4,600.00	\$13,800.00
60	\$1,600.00	\$4,800.00	\$14,400.00
75	\$1,600.00	\$4,800.00	\$14,400.00
100	\$1,750.00	\$5,200.00	\$15,600.00
125	\$2,750.00	\$8,100.00	\$24,300.00
150	\$2,900.00	\$8,300.00	\$24,900.00
300	\$4,600.00	\$13,800.00	\$41,400.00

Attachment A
Scope of Services, Required Forms, Approach

January 15, 2024

Kelly Holecek, Purchasing Manager

Texas Bid System site: <https://www.bidnetdirect.com/texas>

RE: RFP No. 2023-007 Disaster and/or Storm Recovery Services

Ms. Holecek,

AshBritt, Inc. (AshBritt) is the national leader in disaster response and recovery operations and is pleased to respond to the City of Pflugerville's RFP for Disaster and/or Storm Recovery Services.

★ **Company Background**

Originally founded as a landscaping company, AshBritt's first emergency response effort supported South Florida communities in the wake of Hurricane Andrew. AshBritt was officially incorporated in the State of Florida in October 1992 and has since carried out more than 500 emergency disaster response projects and 52 special environmental projects across the United States. In our 31-year history, we have responded to more than 100 federally declared disasters in 34 states collecting, managing, processing, and disposing of more than 185 million cubic yards of debris following hurricanes, tornadoes, floods, snow/ice storms, wildfires, and earthquakes. AshBritt is a company in good standing with the Texas Secretary of State, and as the nation's leader in disaster debris management services, we maintain the necessary resources, licenses, insurances, and bonding to perform the required services under this contract. Notably, the United States Army Corps of Engineers (USACE) awarded AshBritt the largest pre-positioned post-disaster debris management contract ever granted to one firm in 2021. This contract award covers 25 states, including **Texas**, confirming our place as the nation's industry leader. AshBritt is the only contractor that has maintained a 25-year post disaster debris management contract with USACE.

★ **Understanding of Scope of Services**

We will leverage the experience gained over the last 31 years to reduce risk, ensure safe operations, and deliver cost-effective services in a professional and timely manner to the City of Pflugerville. We have performed 100% of the solicitation-required scope of work elements, have the proven means/methods for executing work, and have in-depth expertise with FEMA reimbursement programs.

★ **Texas Experience**

AshBritt has completed 49 disaster recovery projects in the State of Texas dating back to severe ice storms in 2001. This unmatched experience coupled with our local knowledge will bring the most effective disaster recovery and debris clearance services to the City.

Ice Storm (2023): AshBritt worked in an advisory role during the 2023 ice storm disaster debris removal mission for the City of Pflugerville in conjunction with Kansas City Tree as our prime contractor.

Hurricane Nicholas (2021): AshBritt removed 11,000 cubic yards of vegetative and C&D debris from the Right of Way (ROW) for the City of Freeport, TX.

Hurricane Laura (2020): AshBritt performed debris management services in response to the impact of Hurricane Laura for Orange County, TX. The project totaled 732,000 cubic yards of debris.

Tropical Storm Imelda (2020): AshBritt performed debris management services in response to the impact of Tropical Storm Imelda for Orange County, TX. Task orders issued by the County included hauling of reduced C&D debris from the TDSRS to the final disposal site. The project totaled 65,000 cubic yards.

Torrential Rains (2018): In response to torrential rains, AshBritt was activated by Hidalgo County, TX for storm recovery services. We conducted right-of-way C&D debris collection and hauling to a final disposal site.

Flooding (2018): In response to torrential rains, AshBritt was activated by Hidalgo County, TX for flood water relocation from residential areas due to damage to storm drainage canals. AshBritt utilized Super Vac Trucks to

complete these mitigation services.

Hurricane Harvey (2017): AshBritt completed **13 separate disaster debris removal missions throughout the state of Texas in response to Hurricane Harvey.** We collected, managed, reduced, and disposed of **1,700,000 cubic yards of debris.**

Texas Severe Storms and Floods (2016): AshBritt completed a C&D debris removal project in response to the 2016 City of Jersey Village, TX Severe Storms, and Flooding.

Texas Flooding Event (2015): In July of 2015, AshBritt conducted water relocation services by providing more than 20 Vac trucks in Hidalgo County, TX, in response to flooding events.

Hurricane Ike & Dolly (2008): AshBritt's response to Hurricane Ike & Dolly included the removal, management, and disposal of **1,500,000 cubic yards of debris for 15 jurisdictions throughout the state of Texas.** AshBritt supplied emergency power generation, fuel, pumping services, as well as mobile sleeper units, showers, emergency meals, lodging & hygiene, MREs, water, Gatorade, temporary housing, temp offices, refrigerators, dry containers, grocery deliveries, a mobile command center, and an aviation trailer directly following the hurricane.

AshBritt relocated 350 million gallons of floodwater for Hidalgo County, Texas. We were also tasked by Orange County, TX, with providing building restoration services for 17 government buildings.

Financial Strength and Commitment to Safety

AshBritt's current bonding capacity is \$850,000,000. We underwrote \$100,000,000 during our operation for the United States Army Corps of Engineers (USACE) Hurricane Katrina mission and currently has \$100,000,000 of company working capital. We maintain an excellent safety record. **Our Experience Modification Rating is .75.**

Commitment to Community and Local Partners

AshBritt's philanthropic arm, the AshBritt Foundation, has the primary mission of supporting communities where we live and work. The AshBritt Foundation provides support in four areas: 1) Disaster Impacted Communities; 2) Vocational Schools and Technical Training; 3) Youth Education; and 4) Mental Health. The Foundation aims to further serve communities long after the immediate recovery ends. **Since 2014, \$15,000,000 from AshBritt and the AshBritt Foundation has been invested back into communities where we live and work.** We also support impacted communities by working with local and regional partners, specifically small and minority-/women-owned businesses. We maintain partnerships with numerous regional minority subcontractors that can be employed at a moment's notice. We look forward to identifying additional local and regional subcontracting partners and will actively supplement the outreach we have already performed to engage with interested minority, women's business enterprises, and labor surplus area firms for this contract.

Primary Contact for RFP

Jamie Robbins
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: (832) 495-1193
jrobbins@ashbritt.com

Corporate Headquarters

565 East Hillsboro Boulevard
Deerfield Beach, FL 33441
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
www.ashbritt.com

Contact with the Ability to Bind

Brittany Castillo, CEO
Dow Knight,
Sr. Vice President
Office: (954) 725-6992
Mobile: (954) 818-4416
response@ashbritt.com

AshBritt explicitly accepts all conditions and requirements contained in this RFP. We appreciate your consideration and look forward to serving as the City's disaster recovery partner.

Sincerely,

A handwritten signature in blue ink that reads "Dow Knight".

Dow Knight
Senior Vice President

TAB C

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE



 AshBritt

REQUIRED
FORMS



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

Date: 01/04/2024
Commodity: RFP 2023-007 Disaster and Storm Recovery

Due Date: 2:00 P.M., January 11, 2024

Addendum No: 1

The above-mentioned bid invitation has been changed in the following manner. Submitting this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or email Purchasing.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 1

Please review the following pages for answers to questions submitted.

Firm: AshBritt, Inc.

Address 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Signature of Person
Authorized to Sign Bid: 

Signor's Name and Title
(print or type): Dow Knight, Senior Vice President

Date: 01/08/2024 Telephone: (954) 725-6992 Fax: (954) 725-6991

1. The RFP states that P&P bonds will be due 10 days from the notice of award. Will the City consider changing this to be due upon contract activation? Standby contracts may never be activated and the contractor can not recover the hard costs associated with these bonds³

We can provide an addendum that states that P&P bonds will be required within 48 hours from notice to proceed³

2. In reference to the City of Pflugerville's Terms and Conditions #23, Subcontracting, which states : "If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.", my firm has the following question: Since this is a pre-event contract and the use of any subcontractors is dependent on the size and severity of an event, will a list of potential subcontractors with their location of business and a description of their experience be sufficient for the purposes of this proposal response?

Because of the "Award of Contract Section" states: "City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the General Conditions.", it is expected that subcontractors be listed. If the event dictates the use of subcontractors other than those listed are required to perform services, written request by the contractor must be submitted to and approved by the City, as stated above.

3. What company currently holds the the City of Pflugerville Disaster and/or Recovery contract?

The City doesn't currently have a contract.

4. Does the City want Form 1295 to be completed and submitted with the proposal response, or is this a post-award submittal?

This can be post-award.

5. Is it possible to receive the bid tab on the existing/previous contract for this project or similar type of work?

This is the first time we have gone out for a contract on this (previously utilized our staff and spot-issued small purchase orders for outside assistance. If you should wish to obtain additional information about any past transactions, please complete an Open Records Request from our City Secretary's Office by visiting www.pflugervilletx.gov.



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

Date: 01/04/2024
Commodity: RFP 2023-007 Disaster and Storm Recovery

Due Date: 2:00 P.M., January 11, 2024

Addendum No: 2

The above-mentioned bid invitation has been changed in the following manner. Submitting this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or email Purchasing.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 1

Please review the following pages for answers to questions submitted.

Firm: AshBritt, Inc.

Address 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Signature of Person
Authorized to Sign Bid: 

Signor's Name and Title
(print or type): Dow Knight, Senior Vice President

Date: 01/08/2024 Telephone: (954) 725-6992 Fax: (954) 725-6991



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

Section I (5) of RFP 2023-007 for Disaster and Storm Recovery states the following:

5. EXECUTION OF CONTRACT AND BONDS: The contract will include the 11 Invitation for Bids, Instructions to Proposers, Proposer's Proposal, any Addenda issued, and all other Contract Documents specified within the City of Pflugerville Standard Construction Agreement between City and Contractor. **Within ten (10) days** after issuance of a Notice of Award of the contract, the successful Proposer shall execute the contract and furnish City of Pflugerville with a Performance Bond and labor and materials payment bond, each in the full amount of the contract price. The bonds are to be furnished as a guarantee of the faithful performance of the work for the protection of the Owner against defective workmanship or materials, and as a guarantee that Proposer shall pay all sums for labor and materials incorporated therein.

Section I (5) of RFP 2023-007 for Disaster and Storm Recovery has been modified to state the following:

5. EXECUTION OF CONTRACT AND BONDS: The contract will include, Instructions to Proposers, Proposer's Proposal, any Addenda issued, and all other Contract Documents specified within the City of Pflugerville Standard Construction Agreement between City and Contractor. **Within forty-eight (48) hours** after issuance of a Notice of Award of the contract, the successful Proposer shall execute the contract and furnish City of Pflugerville with a Performance Bond and labor and materials payment bond, each in the full amount of the contract price. The bonds are to be furnished as a guarantee of the faithful performance of the work for the protection of the owner against defective workmanship or materials, and as a guarantee that Proposer shall pay all sums for labor and materials incorporated therein.



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

Date: 01/09/2024
Commodity: RFP 2023-007 Disaster and Storm Recovery

Due Date: 2:00 P.M., January 17, 2024

Addendum No: 3

The above-mentioned bid invitation has been changed in the following manner. Submitting this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or email Purchasing.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 1

Please review the following pages for answers to questions submitted.

Firm: AshBritt, Inc.

Address 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Signature of Person
Authorized to Sign Bid: 

Signor's Name and Title
(print or type): Dow Knight, Senior Vice President

Date: 01/09/2024 Telephone: (954) 725-6992 Fax: (954) 725-6991

6. The RFP Scoring Criteria assigns 11% of the scoring points available to the proposer's past relationship with the City. How will this be evaluated since the City has not had a Disaster and Storm Recovery contract in the past?

When being evaluated, submission reviews and scoring will be weighted as such.

7. Page 9. 1. REJECTION OF PROPOSALS: Proposals containing any omission, alteration of form, additions or conditions not called for, incomplete bids, or proposals otherwise regular, but that are not accompanied by acceptable bid security will be considered irregular and may be rejected. Also Page 11 Paragraph 7. FAILURE TO EXECUTE CONTRACT AND BONDS: Should the Proposer to whom the contract is awarded refuse or neglect to execute the contract and furnish the required bonds within ten (10) days after issuance of the Notice of Award of the contract, the bid security shall become the property of the Owner, not as a penalty but as liquidated damages Question: Can the City confirm if a Bid Bond / Bid Security is required? If so, please confirm the amount.

An addendum has been added which states that bonds will be required within 48 hours from notice to proceed.

8. With questions being due at 5:00 on 1/10/24 and the proposal being due on 1/11/24, is the City able to extend the due date to allow Respondents time to make any necessary changes to their proposal that may be needed after reviewing the answers to those questions?

We will extend the closing date to 1/17/24 at 2 pm.

9. Line Items 31-34 of Attachment I of the Pricing Sheet state "The following items shall be billed on a time and material basis according to the attached schedules" but line item 32 lists SQ/FT in the units column. Are we intended to leave these line items blank and have them priced under time and materials, or are we to provide unit prices?

Unit Prices

10. For Attachment V: Additional Services, is the contractor expected to provide units of each service offered? Does the city expect the contractor to provide prices for all of the listed services, or will contractors with more offered services be given preference?

Contractors can provide "unit (time)/cost"

11. When was the last time the City had a contract activation for Debris Removal? How many CYs were removed?

Winter Storm Mara, approximately 143,000 CY of brush/tree limbs

12. Has the city determined where possible DMS will be? If so, please provide locations.

In the pre-submittal, we'll have to ask what DMS means, I'm not sur what this stands for.



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

13. Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

If the contract prices increase more than 25% or \$50k of the original contract amount, by law, the city is required to seek competitive proposals for the goods/services that would be beyond 25% or \$50k of the original contract amount.

14. Will there be a public bid opening? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?

Yes, this has been scheduled for 1/17/24 at 2:00 pm via Microsoft Teams. I link to the meeting will be posted.

15. Can the City confirm how responders to should price each item on Attachment V? What unit of measure are we to abide for each service?

Contractors can provide "unit (time)/cost"

16. Can cost plus a percentage be used for items that aren't specific to certain types of material or sizes of equipment such as generators, trailers, pumps, biohazard waste abatement, etc.?

Please just fill in cost per listed items. On attachments III regarding generators; please apply cost per hour

17. Does the City have a contract for Debris Monitoring and if so, who City's debris monitoring firm?

The city does not have a contract for these services.

18. Since our Firm has no Conflicts of Interest to report, is it acceptable to mark Form CIQ as "Not Applicable?"

Since this is a stated requirement, it will be expected.



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768



RFP 2023-007

Date: 01/09 Disaster & Storm Rec/2024
Commodity: RFP 2023-007 Disaster and Storm Recovery

Due Date: 2:00 P.M., January 17, 2024

Addendum No: 4

The above-mentioned bid invitation has been changed in the following manner. Submitting this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or email Purchasing.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 4

Please review the following pages for answers to questions submitted.

Firm: AshBritt, Inc.

Address 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Signature of Person Authorized to Sign Bid: [Handwritten Signature]

Signor's Name and Title (print or type): Dow Knight, Senior Vice President

Date: 01/09/2024 Telephone: (954) 725-6992 Fax: (954) 725-6991



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

This is addendum is to extend the closing date to January 17, 2024, at 2:00 PM.



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

Date: 01/10/2024
Commodity: RFP 2023-007 Disaster and Storm Recovery

Due Date: 2:00 P.M., January 17, 2024

Addendum No: 5

The above-mentioned bid invitation has been changed in the following manner. Submitting this page signed by your authorized agent will serve to acknowledge this change. All other requirements of the invitation remain unchanged. If you have any questions, please call or email Purchasing.

THE FOLLOWING IS BEING ISSUED AS ADDENDUM NO. 5

Please review the following pages for answers to questions submitted.

Firm: AshBritt, Inc.

Address 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Signature of Person
Authorized to Sign Bid: 

Signor's Name and Title
(print or type): Dow Knight, Senior Vice President

Date: 01/17/2024 Telephone: 954-725-6992 Fax: 954-725-6991

1. The RFP states that P&P bonds will be due 10 days from the notice of award. Will the City consider changing this to be due upon contract activation? Standby contracts may never be activated and the contractor can not recover the hard costs associated with these bonds.

We can provide an addendum that states that P&P bonds will be required within 48 hours from notice to proceed.

2. In reference to the City of Pflugerville's Terms and Conditions #23, Subcontracting, which states : "If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.", my firm has the following question: Since this is a pre-event contract and the use of any subcontractors is dependent on the size and severity of an event, will a list of potential subcontractors with their location of business and a description of their experience be sufficient for the purposes of this proposal response?

Because of the "Award of Contract Section" states: "City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the General Conditions.", it is expected that subcontractors be listed. If the event dictates the use of subcontractors other than those listed are required to perform services, written request by the contractor must be submitted to and approved by the City, as stated above.

3. What company currently holds the the City of Pflugerville Disaster and/or Recovery contract?

The City doesn't currently have a contract.

4. Does the City want Form 1295 to be completed and submitted with the proposal response, or is this a post-award submittal?

This can be post-award.

5. Is it possible to receive the bid tab on the existing/previous contract for this project or similar type of work?

This is the first time we have gone out for a contract on this (previously utilized our staff and spot-issued small purchase orders for outside assistance. If you should wish to obtain additional information about any past transactions, please complete an Open Records Request from our City Secretary's Office by visiting www.pflugervilletx.gov.

6. The RFP Scoring Criteria assigns 11% of the scoring points available to the proposer's past relationship with the City. How will this be evaluated since the City has not had a Disaster and Storm Recovery contract in the past?

When being evaluated, submission reviews and scoring will be weighted as such.

7. Page 9. 1. REJECTION OF PROPOSALS: Proposals containing any omission, alteration of form, additions or conditions not called for, incomplete bids, or proposals otherwise regular, but that are not accompanied by acceptable bid security will be considered irregular and may be rejected. Also Page 11 Paragraph 7. FAILURE TO EXECUTE CONTRACT AND BONDS: Should the Proposer to whom the contract is awarded refuse or neglect to execute the contract and furnish the required bonds within ten (10) days after issuance of the Notice of Award of the contract, the bid security shall become the property of the Owner, not as a penalty but as liquidated damages Question: Can the City confirm if a Bid Bond / Bid Security is required? If so, please confirm the amount.

An addendum has been added which states that bonds will be required within 48 hours from notice to proceed.

8. With questions being due at 5:00 on 1/10/24 and the proposal being due on 1/11/24, is the City able to extend the due date to allow Respondents time to make any necessary changes to their proposal that may be needed after reviewing the answers to those questions?

We will extend the closing date to 1/17/24 at 2 pm.

9. Line Items 31-34 of Attachment I of the Pricing Sheet state "The following items shall be billed on a time and material basis according to the attached schedules" but line item 32 lists SQ/FT in the units column. Are we intended to leave these line items blank and have them priced under time and materials, or are we to provide unit prices?

Unit Prices

10. For Attachment V: Additional Services, is the contractor expected to provide units of each service offered? Does the city expect the contractor to provide prices for all of the listed services, or will contractors with more offered services be given preference?

Contractors can provide "unit (time)/cost"

11. When was the last time the City had a contract activation for Debris Removal? How many CYs were removed?
Winter Storm Mara, approximately 143,000 CY of brush/tree limbs

12. Has the city determined where possible DMS will be? If so, please provide locations.
In the pre-submittal, we'll have to ask what DMS means, I'm not sur what this stands for.

13. Will annual contract price increases based on Consumer Price Index (CPI) be allowed?



Purchasing Services
100 E. Main Street
Suite 100
Pflugerville, TX 78660
512-990-6156
Fax 512-251-5768

If the contract prices increase more than 25% or \$50k of the original contract amount, by law, the city is required to seek competitive proposals for the goods/services that would be beyond 25% or \$50k of the original contract amount.

14. Will there be a public bid opening? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?

Yes, this has been scheduled for 1/17/24 at 2:00 pm via Microsoft Teams. I link to the meeting will be posted.

15. Can the City confirm how responders to should price each item on Attachment V? What unit of measure are we to abide for each service?

Contractors can provide "unit (time)/cost"

16. Can cost plus a percentage be used for items that aren't specific to certain types of material or sizes of equipment such as generators, trailers, pumps, biohazard waste abatement, etc.?

Please just fill in cost per listed items. On attachments III regarding generators; please apply cost per hour

17. Does the City have a contract for Debris Monitoring and if so, who City's debris monitoring firm?

The city does not have a contract for these services.

18. Since our Firm has no Conflicts of Interest to report, is it acceptable to mark Form CIQ as "Not Applicable?"

Since this is a stated requirement, it will be expected.

19. What type of depre? Forgive my ignorance. I am a arborist, I want to make sure I understand. This includes all types of depre or just trees? Would I have to pay to dispose of depre? I do have roll off containers and woodchiper with dump trailers and mini skidsteer.

Please refer to "5. ROW Vegetative Debris Removal", "6. ROW C&D Removal" and the following sections within the Appendix A Scope of Services

20. To ensure our proposal is uploaded in time, we planned to upload it 1/10 before EOB, however, the questions deadline is at 5 pm on 1/10. Does the City have a deadline after which new addenda will not be issued?

If new questions come in after addendum 5 has been posted, we will upload those answers by noon on 1/11/2024. The new addenda will be posted in time to allow everyone to upload their proposals by the deadline of January 17 @ 2:00 PM.

21. Is the additional one year period executed at the consent of both parties?

In the Request for Proposals, Under IV. Requested Services, C. Duration of Service "The proposed contract will be for a term of two (2) years, Further, the City of Pflugerville reserves the right to renew the contract for one (1) additional (1) year period" this will be changed to say "The proposed contract will be for a term of two (2) years, Further, the City of Pflugerville and the company reserves the right, and may mutually agree to renew the contract for one (1) additional (1) year period."

**Submission of Bid/Proposal and Acknowledgment of
Addenda RFP No. 2023-007 Issued by City of Pflugerville,
Texas**

The entity identified below hereby submits its response to the above identified RFP. The entity affirms that it has examined and is familiar with all of the documents related to RFP.

DECLARATION OF INTENT

I attest that the bid submitted is: (check one box below)

- 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.
or
- 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No 1 issued 01/04/2024

Addendum No 2 issued 01/04/2024

Addendum No 3 issued 01/09/2024

Addendum No 4 issued 01/09/2024

Addendum No 5 Issued 01/10/2024

Date : 01/10/2024

Bid of (entity name) AshBritt, Inc.

Signature of Person Authorized
to Sign Submission: _____



Signor's Name and Title
(print or type): Dow Knight, Senior Vice President

PLEASE SIGN AND RETURN WITH BID

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity. AshBritt has no conflicts of interest to disclose.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?


Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

01/08/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CITY OF PLUGERVILLE
Purchasing Services
Historically Underutilized Business

The City of Pflugerville is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Historically Underutilized Business (HUB) means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service-Disabled Veterans, and Native Americans

Certification: Bidder declares a minority and/or women owned business status:

YES NO

If yes, check one of the blocks (indicate male or female):

Black M/F ____; Hispanic M/F ____; Woman ; Asian M/F ____;

Native American M/F ____; Service Disabled Veteran of 20% or more M/F ____.

HUB certified YES NO

Visit <https://texashub.gob2g.com/> to become a certified HUB

COMPANY NAME: AshBritt, Inc.

ADDRESS: 565 E. Hillsboro Blvd.

CITY/STATE: Deerfield Beach, FL 33441

EMAIL/PHONE: response@ashbritt.com (954) 725-6992

PRODUCT/SERVICE: Disaster and/or storm recovery services

AUTHORIZED SIGNATURE: 
Dow Knight, Senior Vice President

INSTRUCTIONS FOR CERTIFICATION REGARDING
**Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion**

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

Project Name: Disaster and/or Storm Recovery Services
Location: Pflugerville, TX
RFB/RFP #: 2023-007

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company AshBritt, Inc.

Name and Title of Authorized Representative Dow Knight, Senior Vice President

Signature  Date 01/08/2024

NON-COLLUSION AFFIDAVIT

STATE OF Florida §
COUNTY OF Broward §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: *Dow Knight*

Printed Name: Dow Knight

Title: Senior Vice President

Company: AshBritt, Inc.

Date: 01/08/2024

THE STATE OF Florida

COUNTY OF Broward

Before me, the undersigned authority, on this day personally appeared Dow Knight (the person who signed above), known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 8th day of January A.D., 20 24 .

(Seal)



JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

Jacqueline Ryan
Notary Public Signature

RESIDENT CERTIFICATION

**Texas Government Code - Chapter 2252 "Contracts With Governmental Entity"
Subchapter A. Nonresident Proposers**

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident bidder underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principle place of business is located.

Section 2252.001 includes the following definitions:

- (1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means . . . a municipality, county, public school district, or special-purpose district or authority;
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

As used on this form, the term "bidder" includes a person or business entity responding to a request for bids or competitive sealed proposal or request for qualifications.

I certify that as defined in Texas Government Code, Chapter 2252 that:

COMPANY NAME: AshBritt, Inc.

Yes, I am a Texas Resident Bidder _____ No, I am not a Texas Resident Bidder

PRINTED NAME: Dow Knight

SIGNATURE: 

E-MAIL ADDRESS: response@ashbritt.com

Texas Public Information Act
Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Pflugerville are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and **bid sheet with pricing**) that are **not confidential**. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

The City will comply with the Texas Public Information Act in providing any notice of any request.

In signing this form, I acknowledge that I have read the above and further state:

The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information**, which is labeled, and which may be found on the following pages: Pricing pages following page 111

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: AshBritt, Inc.

Signature:  Date: 01/08/2024

Print Name: Dow Knight Print Title: Senior Vice President

DRUG-FREE WORK PLACE ACT CERTIFICATION

- 1. The contractor certifies that it will provide a drug-free work place by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, possessing or using a controlled substance in the contractor’s work place is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the work place;
 - (2) the contractor’s policy of maintaining a drug-free work place;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations in the work place.
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
 - (e) Notifying the City of Pflugerville within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug free work place through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- 2. The contractor’s headquarters is located at the following address. The addresses of all other work places maintained by the contractor are provided on the accompanying list.

Name of Contractor: AshBritt, Inc.

Street Address: 565 E. Hillsboro Blvd.

City: Deerfield Beach County: Broward

State: FL Zip Code: 33441

SIGNED BY:  Date Signed: 01/08/2024

Print Or Type Name And Title: Dow Knight, Senior Vice President



Interlocal Cooperative Contracting

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Pflugerville's solicitation, with the consent and agreement of the successful vendor(s) and the City of Pflugerville. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in the vendor's response.

However, all parties indicate their understanding and all parties hereby expressly agree that the City of Pflugerville is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Pflugerville is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

Vendor AshBritt, Inc.

Name: 
Dow Knight

Agree X

Disagree

Date: 01/08/2024

LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Pflugerville or any other Federal, State or Local Government, or Private Entity?

Yes No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Pflugerville or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

Yes No

* see below

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.

*Neither AshBritt, nor any member of our Firm or Team has been involved in any claim or litigation with the City of Pflugerville. AshBritt has hundreds of employees working on a variety of projects across the United States and are proud to have a litigation record well under the industry average. Further, we have never had a lawsuit filed against us relating to performance. Our 10-year litigation summary is attached

<u>Date Served</u>	<u>Case Name/Subject Matter Description</u>	<u>Case ID</u>	<u>Status</u>	<u>Project Name</u>
09/15/23	Keith Rose, et al. v. AshBritt, Inc., et al. Claim of property damage caused by subcontractor	Case No. 23-CI-00202 Circuit Court Letcher County, Kentucky	Pending	Eastern Kentucky Floods
08/23/23	Donald Young v. AshBritt, Inc., et al. Claim of property damage caused by subcontractor	Case No. 23-CI-179 Circuit Court Letcher County, Kentucky	Pending	Eastern Kentucky Floods
08/18/23	Blaze Tree Service, Inc. v NEV, LLC, et al. Subcontractor Dispute	Case No. 23-CI-00437 Circuit Court Franklin County, Kentucky	Pending	Eastern Kentucky Floods
04/04/23	Stephen Watts, et al. v. Michael Lewis, et al. Claim of property damage caused by subcontractor employee	Case No. 23-CI-00036 Circuit Court, Knott County, Kentucky	Pending	Eastern Kentucky Floods
12/16/19	Joseph Helfinstine, as Personal Representative of the Estate of Tammy Helfinstine Andrews, Deceased, v. Saw Unlimited, et al. Subcontractor Vehicle Incident	Case No. 2018CA000222CAAXMX Circuit Court of the 19 th Judicial Circuit in and for Okeechobee County, Florida	Pending	Hurricane Irma
09/13/19	Vincent Labit v. AshBritt, Environmental, Inc., and/or Ashbritt, Inc., et al. Subcontractor employee personal injury claim	Case No. 2019-CA-003662 Circuit Court of the 20 th Judicial Circuit in and for Collier County, Florida	DISMISSED	Hurricane Irma
07/22/19	L.T. Group, Inc. v. AshBritt, Inc. Contract Dispute	Case No. CACE-19-007202 Circuit Court of the 17 th Judicial Circuit in and for Broward County, Florida	DISMISSED	Hurricane Irma
07/22/19	AshBritt, Inc. v. NDERT, LLC Contract Dispute	Case No. CACE-19-011816 (14) Circuit Court of the 17 th Judicial Circuit in and for Broward County, Florida	DISMISSED	Hurricane Michael
07/05/19	Mo-Vac Environmental, Inc. v. AshBritt, Inc. Contract Dispute	Cause No. CL-19-3360-A County Court, Hidalgo County, Texas	DISMISSED	Hurricane Harvey
05/31/19	Gary Dillow v. ABC Landscaping & Excavation, Inc.; et al. Claim by subcontractor employees for failure to pay wages	Case No. SCV-264537 Superior Court of California, County of Sonoma	Pending	California Wildfires
05/21/19	Ressler's Professional Tree Service, Inc. v. AshBritt, Inc. Contract Dispute	Case No. 2019-CA-303 Circuit Court of the 8 th Judicial Circuit in and for Levy County, Florida	DISMISSED	Hurricane Michael
09/24/18	AshBritt, Inc. v. Adventure Environmental, Inc. Declaratory Relief and Damages	Case No. CACE-18-022499 (04) Circuit Court of the 17 th Judicial Circuit in and for Broward County, Florida	DISMISSED	Hurricane Irma
08/17/18	Moorhead Brothers, Inc. v. AshBritt Environmental Services, Inc. Contract Dispute	Case No. CACE-18-019380 (02) Circuit Court of the 17 th Judicial Circuit in and for Broward County, Florida	DISMISSED	Hurricane Irma
08/15/18	Aquarius Land Holdings, LLC and Vitiello Recycling, LLC f/k/a Aquarius Recycling, LLC v. AshBritt, Inc. Contract Dispute	Case No. CACE-18-019095 (25) Circuit Court of the 17 th Judicial Circuit in and for Broward County, Florida	DISMISSED	Hurricane Irma
06/07/18	Gonzalez & Sons Equipment, Inc. v. AshBritt Environmental Services, Inc. Contract Dispute	Case No. 2018-017893-CA-01 Circuit Court of the 11 th Judicial Circuit in and for Miami-Dade County, Florida	DISMISSED	Hurricane Irma

<u>Date Served</u>	<u>Case Name/Subject Matter Description</u>	<u>Case ID</u>	<u>Status</u>	<u>Project Name</u>
05/10/18	J Schum Transport , LLC v. AshBritt, Inc. Contract Dispute	Case No. CACE-18-010237 (13) Circuit Court of the 17 th Judicial Circuit in and for Broward County, Florida	DISMISSED	Hurricane Irma
04/13/18	Matthew Miskimon, et al v. AshBritt, Inc., et al. Claims by subcontractor employees for failure to pay prevailing wages	Case No. SCV-262302 Superior Court of California, County of Sonoma	DISMISSED	California Wildfires
03/22/18	OK'S Cascade Company, LLC v AshBritt Environmental Services, Inc. Contract Dispute	Case No. CACE-18-005966 (02) Circuit Court of the 17 th Judicial Circuit in and for Broward County, Florida	DISMISSED	Hurricane Irma
03/12/18	Timothy Barna v. AshBritt Environmental Subcontractor employee wage claim/Interpleader Action	Case No. SCV-262129 Superior Court of California, County of Sonoma	DISMISSED	California Wildfires
03/07/18	Sun Industries, L.L.C. v. Lawson Environmental Services L.L.C., et al Contract Dispute	Suit# 44124 Div. D 18 th Judicial District Court, Parish of West Baton Rouge, State of Louisiana	DISMISSED	Hurricane Irma
01/04/18	AshBritt, Inc. v. City of Marathon, FL Contract Dispute	Case No. CACE-18-CA-000003-M Circuit Court of the 16 th Judicial Circuit in and for Monroe County Florida	DISMISSED	Hurricane Irma
12/22/17	AshBritt, Inc. v. City of North Miami Beach Contract Dispute	Case No. 2018-029499-CA-01 Circuit Court of the 11 th Judicial Circuit in and for Miami-Dade County, Florida	DISMISSED	Hurricane Irma
12/18/17	AshBritt, Inc. v. Volusia County Contract Dispute	Case No. 2017-11867 CIDL Circuit Court of the 7 th Judicial Circuit in and for Volusia County, Florida	DISMISSED	Hurricane Irma
11/09/17	Thomas G. Lahman v. AshBritt Environmental Claim for damage to boat	17-SC-000106-P County Court in and for Monroe County, Florida	DISMISSED	Hurricane Irma
10/25/17	Sean Wall, et al., v. Bil-Jim Construction Co., Inc., et al. Claim by subcontractor employees for failure to pay prevailing wages	3:15-CV-08982-PGS-TJB United States District Court, District of New Jersey	DISMISSED	Superstorm Sandy
10/27/17	AshBritt, Inc. v. Monroe County, Florida Contract Dispute	Case No. 2017-CA-000802-K Circuit Court of the 16 th Judicial Circuit in and for Monroe County, Florida	DISMISSED	Hurricane Irma

■ **Litigation Disclosure**

As it relates to the following statement contained in the RFP, Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal, AshBritt has never been judged guilty or liable by a competent court. Our pending litigation has been disclosed above.

■ **Compliance with Laws and City Ordinances**

AshBritt has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances. We also certify that we are in compliance with those local requirements. When requested, AshBritt will furnish the City with satisfactory proof of its compliance within 10 days.

TAB D

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE



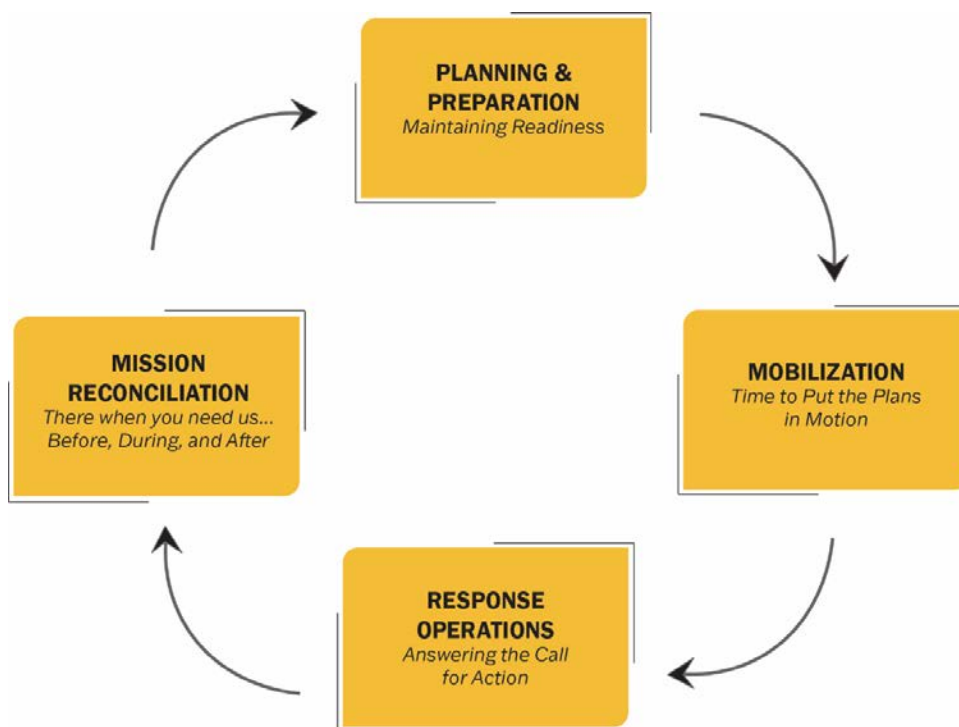
APPROACH TO
PROJECT

Tab D. Approach to Project

■ Debris Management Plan

AshBritt is a company in good standing with the Texas Secretary of State, and has the required resources, licenses, insurances, and bonding to perform work under this contract. We have performed 100% of the solicitation-required scope of work elements, have the proven means/methods for executing work and meeting deadlines, and have in-depth expertise with FEMA reimbursement programs. We also have extensive in-house emergency management training along with the personnel/resources available to perform any size debris removal mission. Further, our in-house M/WBE Officer works closely with various agencies to maximize the use of local, small, and minority businesses so that we may better support the County's local economy and ensure that we meet all federal, state, and local procurement requirements when subcontracting.

AshBritt is always there when you need us... before, during, and after disasters. To ensure that we stay ahead of the City's needs, we have developed a Debris Management Plan that keeps AshBritt's Project Management Team and the City's disaster response staff in a cycle of continual preparation and improvement, regardless of whether a disaster has struck. It is important to us that every person who may be involved in an activation of this contract is familiar with our procedures and has the training and confidence to actively participate in each phase of the disaster response cycle provided above.



■ Operational Plan Timeline

The table below functions as a template for response planning. This template highlights all the pertinent data required for initial debris management service mobilization and complies with the requirements of the solicitation. AshBritt will adjust this plan when responding to tornadoes, fires, or other potential disaster events.

Pre/Post-Event Countdown		the City of Pflugerville Example Response Plan	Responsible Party
Days	Hours		
-5	0	Within 24 hours of the City being placed in the National Oceanic Atmospheric Administration's five (5) -day hurricane forecast, AshBritt will contact the City regarding potential contract activation. Discuss preliminary plan overview; identify and confirm contact information for City Debris Manager and response and recovery management team personnel; establish reporting schedule.	AshBritt Principal, Project Manager (PM) Operations Manager (OM)
-3	0	Notify potential regional and national First Responders (i.e., local standby subcontractors) to begin preparation for activation and deployment.	PM, OM
-2	0	Continue contact with the City Debris Manager. Discuss response plan details and confirm initial expectations and responsibilities. Confirm regional and local "rally points" for inbound crews, vehicles, and equipment.	PM, OM, City Debris Manager (CDM)
-2	0	Organize regional and national first-responder teams. Instruct teams to prepare for immediate deployment (Tier Two Activation).	PM, OM
-2	0	Establish "hold points" 100 to 150 miles from the project target point, out of the storm path, where personnel and equipment can be staged. Follow established plans or improvise via plans depending on projections.	PM
-2	0	Inventory and distribute as needed communication resources: Sat phones, cell phones, laptops, GPS units, cameras, safety supplies, badges, ADMS modules, and other individual support equipment. Final check and ready response trailers supplies and materials. Inform first responders of initial resource expectations.	PM, OM, Quality Control Manager (QCM), Safety Officer (SO)
-2	0	Inspect and prepare internal equipment, materials, and supplies for transport. Ready prefabricated debris management site inspection towers for transport. Ready all other anticipated support resources.	CDM, QCM, PM, Support Staff (SS)
-1	0	Deploy regional and national first-responder crews, personnel and equipment to the pre-identified "hold point(s)."	PM, OM,
-1	0	Arrange for local post-event crew lodging or activate temporary man camp/housing provider. Activate local service and supply accounts.	OM, SS
-1	0	Place "on hold" orders for office trailers, generators, scissor lifts, scaffolding, light towers, tents, and other projected support equipment/material needs.	PM, OM, SM
-0	18	Initiate 18-hour update for the City of Pflugerville Debris Manager, EOC, First Responders, vendors and activated Staff.	PM, OM
-0	12	Initiate 12-hour update for the City of Pflugerville Debris Manager, EOC, First Responders, vendors and activated Staff.	PM, OM
-0	6	Initiate 6-hour update for the City of Pflugerville Debris Manager, EOC, First Responders, vendors and activated Staff.	PM, OM
0	0	Maintain contact with the City of Pflugerville Debris Manager and EOC. Receive available updates. Discuss preliminary damage reports, impending NTP. (OM, PM and others may be on-site at strike.)	PM, OM
+0	6	Upon NTP from the City, AshBritt will mobilize to report to the City's Emergency Operations Center (EOC) or other designated City.	PM, OM, SM

Pre/Post-Event Countdown		the City of Pflugerville Example Response Plan	Responsible Party
Days	Hours		
+0	12	Deploy crews, personnel and equipment from "hold point(s)" to pre-determined "rally point(s)" within the affected region/area. Efficiently certify and ramp-up maximum crews within first 24 hours under authorized safe operational conditions.	PM, OM
+0	12	Following NTP and Task Order(s), review with the City as necessarily applicable contract provisions and expectations.	PM, OM, CDM
+0	12	Receive from the City a list of immediate emergency response and life support needs (tasks) to be supplied (ice, water, power generation, other), as applicable.	CDM, PM, OM
+0	12	Assist local forces with preliminary damage assessment to determine quantity and composition of recovery resources needed (windshield and flyover, as necessary).	PM, OM, CDM
+1	0	Deploy emergency road clearance crews as directed and tasked by the City. Continuation of certifying recovery crews and sector deployment planning.	PM, OM, City Planning Team
+1	0	Begin equipment certification at the rally point(s) to include load volume certification, safety inspection, and compliance, truck numbering, insurance certification, and digital photos of all trucks and equipment.	OM, SM, QCM
+1	6	AshBritt to begin ROW collection operations.	OM
+1	12	Assess damage to pre-identified TDSRS. Confirm TDSRS selection and post-disaster viability.	OM, SM
+1	12	Submit/Approve site plans for the development of TDSRS sites. Submit Quality Control (QC) plans, and Management/Ops plans. Daily QC reporting commences.	OM, CDM
+1	12	Begin baseline testing and development of TDSRS sites. Open for debris delivery as soon as possible.	SM
+1	12	Start to establish a local geographical area management plan, including primary routes, collection zones for crew assignment, TDSRS locations, dissemination of maps and/or GPS equipment to ensure maximum productivity and safety.	PM, OM, SM
+2	6	Collection crew meeting. Set debris collection parameters for the project, truck routes, TDSRS status, reporting structure, quality control standards, safety concerns, and chain of command.	PM, SM, QCM
+2	12	Assign collection crews to areas/zones; ready QC field monitors. Coordination with City personnel. Begin wide-scale debris collection. Have all "documentation systems" primed and in place.	PM, OM, SM, QCM, et al.
+2	12	Deployment of wide-scale (debris field monitors), and the QA tower monitors (as additional sites are opened).	CDM
+2	12	Deploy Quality Control personnel. Commence quality assurance and compliance program to identify, track, and correct deficiencies. Interface with City Quality Assurance Monitors. Commence and ramp-up wide-scale QC and Safety reporting and distribution.	QCM, CDM
+3	0	Push continued; ROW collection ramp-up with emphasis on assessment priorities; TDSRS operations fine-tuned.	OM, TDSRS Manager

Pre/Post-Event Countdown		the City of Pflugerville Example Response Plan	Responsible Party
Days	Hours		
+4	0	Priority emergency road clearance completed; Full mobilization of resources; Continued ROW collection efforts; Begin Hazardous Tree and Stump assessment/removal.	PM, OM, CDM
+5	0	Continue assessment, planning, and progress; add additional resources as necessary.	PM, OM, CDM
+7	0	Commence haul out of reduced debris from TDSRS.	PM, TDSRS Manager
+20	0	Hazard tree and limb work is substantially complete. Commence initial demobilization of aerial lift trucks. Continue reduction of equipment as final work is completed.	PM, OM
+40	0	ROW Collection work is substantially complete. Commence initial demobilization of aerial lift trucks. Continue reduction of equipment as final work is completed.	PM, OM
+55	0	TDSRS Reduction and haul-out work are substantially complete. Commence initial demobilization of walking floor dump trucks. Continue reduction of equipment as final work is completed. Commence TDSRS site restoration.	PM, OM, TDSRS Manager
+60	0	Complete all final close-out punch list items. Demobilize all remaining equipment.	PM, OM, CDM

AshBritt’s recovery work is not complete until we conduct a final audit/reconciliation. All truck certifications, load tickets, work logs, timesheets, invoices, etc., will be reconciled to ensure all work has been accurately accounted for and correctly invoiced. AshBritt will keep the City abreast of all of its mobilization and demobilization actions throughout the project. As the project winds down, AshBritt may start demobilizing resources but will always maintain the necessary personnel that oversee all projects.

■ Approach to Project

We will deploy a **Project Management Team(s) (PMT)** to the City that is proportionate with the severity of the disaster event. Disaster debris stream quantities, makeup, and overall post-disaster conditions will *always* vary. AshBritt will respond individually and proportionately to any recovery with the appropriate personnel, organizational structure, equipment assets, communications, resources, and systematic plans for execution. For a large-scale recovery operation, a larger, more specialized PMT will be deployed to handle the complexity of the expanded recovery mission. For smaller events, such as when the recovery response is limited to the collection of vegetative debris, a smaller PMT will be deployed. During a minor recovery event, the Project Manager will assume a more significant share of the Operations Manager's responsibilities. Any deployed PMT will likely expand and contract throughout the recovery, smoothly transitioning to achieve the optimal level of personnel. AshBritt explicitly assures the City that the management deployed for any recovery in the City will design and execute the best Management and Operations Plan for the City’s needs. The **Project Management Team will ensure full contractual compliance with all laws and regulations by maintaining our chain of command and following our Quality Control Plan.** Below is an overview of our standards that the project management team ensures we enforce followed by our Quality Control Plan overview.

Rapid Deployment & Accessibility	The quantity, quality, and speed of deployed resources will meet or exceed AshBritt's commitment to the City. We will conduct an expeditious, safe, and cost-effective recovery. Our senior management is available 24/7 throughout the project via various channels.
Common Framework	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 throughout.
Project Responsibility	AshBritt senior management will take full responsibility for work operations and all subcontractors and teaming partners involved in the recovery efforts.
Regulatory Compliance	Recovery operations will be conducted according to federal (e.g., FEMA) requirements, Texas statutes, and the City of Pflugerville laws, regulations, and guidelines. Any deviation from the guidelines will be reported, addressed, and corrected immediately.
Self Sufficiency	AshBritt staff and subcontractors will maintain self-sufficiency with regards to housing, sanitation, food, and lodging. We will also manage our own equipment safety, maintenance, repair, and fuel by means that are consistent with local requirements to minimize adverse effects and further disruption in the City of Pflugerville.
Timely & Accurate Reporting	Our daily, weekly, or other cumulative reporting, accounting, and reconciliation will satisfy the City's standards using the best available technology and systems. All data, documentation, and invoices will be timely and accurate. We will accomplish documentation and reporting transparency by use of our information management system.
Financial Control & Integrity	The most cost-effective means of recovery is ensured through the employment of our Standard Operating Procedures and Plan that is administered and enforced by our PMT. With our sound financial standing, lines of credit, and streamlined tracking system, we will rapidly and accurately compensate our subcontractors during the outset of any disaster event. Moreover, our system seamlessly segregates debris quantities from multiple contracts.
Qualified Technical Assistance	The guidance offered by our Technical Assistance Team will be timely, consistent, thorough, and accurate, resulting in the full realization and reimbursement of all eligible claims. Members of our team have worked for State Divisions of Emergency Management and FEMA. They will participate to the greatest extent allowable by the local, state, and federal authorities to offer support and assistance throughout the funding process while maintaining the highest levels of neutrality and integrity.
Safety & Health	AshBritt abides by all OSHA regulations and other federal and state agency guidelines when conducting an operation. 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 Environmental Health and Safety Manager, will be empowered to address any potentially 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. All actions will be documented, and the safety of citizens will be considered paramount.

Deficiency Response	Should any project deficiencies occur (i.e., public or private collateral damage), they will be posted, tracked, and reported promptly to the City. Reports will describe the deficiency and document corrective actions taken to prevent future occurrences. All repairs and related reports will be provided to the City in a timely fashion.
Project Organization	The recovery will proceed in accordance with a sensible plan of action that can be easily adjusted or scaled to accommodate an ever-changing recovery environment and mission. Operations will be efficient, unified, and cost-effective. Any deviations from the City's expectations or standards will be promptly addressed.

■ Quality Control Plan

• Site Quality Control & Assurance Overview

AshBritt employs a team of Quality Assurance/Quality Control Representatives (QCR) to manage the overall safety and quality of operations in the affected work area (e.g., debris collection zones, Temporary Debris Storage and Reduction Site, and other public or private property). The QCR will enforce FEMA guidelines for debris eligibility; safety and project work rules; compliance with applicable laws; and timely follow-up to homeowner concerns.

a. Deficiency Management

Our subcontractors are trained to take due care when conducting cleanup operations; however, some damage may be unavoidable. It is not often that damage occurs, but when it does, our subcontractors are instructed to immediately complete repairs within their capabilities. If that is not possible, our QCRs will respond and develop a plan to alleviate the situation. As a rule, QCRs will contact the person(s) making a damage claim upon receipt. Our Quality Control Manager will track all damage claims (i.e., deficiencies) using our advanced recovery tracking program and ensure that proper follow through is conducted with incidents that warrant prolonged attention. After investigation, our QCRs, Operational Supervisors (OS), and claimants will come to an agreement on the appropriate repair method and timeline for completion.

We are committed to repairing all damage expeditiously. Our QCRs obtain signed unconditional releases upon the resolution of each damage claim. These indemnify the City and AshBritt from future actions associated with the claim. A **Deficiency Tracking Report** and copies of any executed releases will be provided to the City weekly and at the end of the project for appropriate closeout.

QUALITY CONTROL REPRESENTATIVE

Oversee

Staging areas • Crew certification • Crew coordination • Collection zones • Crew navigation • All damage reports and settlements.

Enforce

Our “Clean As You Go” policy • Traffic control and debris security policies • Safety and environmental plans • Work hours • Zone collection boundaries with corrective action for violation.

Execute

Random equipment and vehicle inspections • Tool-box safety meetings in the field.

Coordinate

Field operations with other contractors • Monitoring • Compiling spot check field documentation/reporting.

Essential Function

Field liaisons for our senior management • Monitor and report any threats to public health and safety • Track the overall progress of the cleanup • Ensure our collection passes are carried out efficiently and safely.

b. Public Infrastructure and Landscaping

Our crews and field personnel are mandated to preserve and protect, to the best of their abilities, all infrastructure and landscaping on or adjacent to the area of work (curbside or otherwise). When needed, AshBritt will diligently investigate and repair any damage caused by our equipment to existing grade, road shoulders, sidewalks, drainage, structures, vegetation, grassed areas, and landscaped or other improved property. We will repair or replace with like materials for all damaged structures and property to ensure that such areas are returned to their pre-existing conditions. Our QCRs will ensure that all of the staff and subcontractors providing service to the City will adhere to AshBritt’s high standards of operations.

- Safety, Quality, and Environmental Control Overview



AshBritt conducts work pursuant to the highest levels of safety, quality, and environmental stewardship. We hold all our employees and subcontracting partners responsible for meeting these standards. We enforce comprehensive Health and Safety, Quality Control, and Environmental Control Plans. AshBritt will supervise and direct all work using skilled labor and proper equipment for each task. We take safety and environmental concerns seriously in any disaster recovery operation and have an

impeccable record to show for it.

We pride ourselves on continually training our personnel and extending that knowledge to our subcontractors through written plans, on-the-job training, and outside education. Our management staff is NIMS and ICS certified, and most of our field personnel are HAZWOPER and OSHA 40 certified. Some team members hold more specialized distinctions, such as Certified Arborists. More important than any written plan or certificate of training, however, is their application. It is the diligence that our safety managers, supervisors, quality control personnel, and all other staff and partners exhibit in the field that leads to our unparalleled achievements.

AshBritt maintained less than 0.01 percent of lost-time injuries to total man-hours worked during our management of Hurricane Katrina under USACE.

We foster an environment of best safety practices and individual responsibility, and maintain a swift and appropriate system for rewards and penalties. Our plans collectively encompass some of these critical aspects:

- ▶ Safe work practices.
- ▶ Accident prevention education.
- ▶ Safe certification of all operating equipment and follow-up inspections.
- ▶ Debris transportation supervision by our QCRs to prevent overloading 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 analysis for operational tasks.
- ▶ Respiratory protection procedures.
- ▶ Accident investigation and reporting.
- ▶ Noise mitigation.
- ▶ Emergency response actions.

Importantly, our plans address vital environmental and infrastructure protection measures and pollution controls, and include provisions such as:

- ▶ All environmental materials handling and land-use permits and licenses must be procured, and regulatory updates disseminated, prior to operations.
- ▶ Field staff and subcontractors must work to protect and preserve the surrounding ecosystem and natural habitats, and consider implications to surface and groundwater; air quality; soil control and ground cover; fish and wildlife; designated historical areas; and community living areas (e.g., residential, public, etc.).
- ▶ Field staff and subcontractors must work to reduce the environmental impacts of collecting and containing hazardous debris materials.

Our plans also mandate that our management team considers the following when working with the City to establish a TDSRS and reduction methods:

- ▶ 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.

The various methods of debris processing and handling are also evaluated pursuant to our plans, 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 reuse).
- ▶ 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.

Lastly, our plans require that all attendant soil and ash testing is completed pursuant to federal and state environmental guidelines with the closure and restoration of a TDSRS to ensure that no ecological contamination is left after operations. Any remediation and monitoring will be coordinated with state and federal environmental protection agencies. AshBritt management and staff, through constant communication and training, stay apprised of current Environmental Protection Agency (EPA) specific guidelines, rules, and laws as they relate to disaster recovery and debris management. We also stay informed through our work on other special environmental projects, which often correlate with disaster recovery work, and through our association, affiliation, and contacts with the American Public Works Association (APWA)—various Chapters.

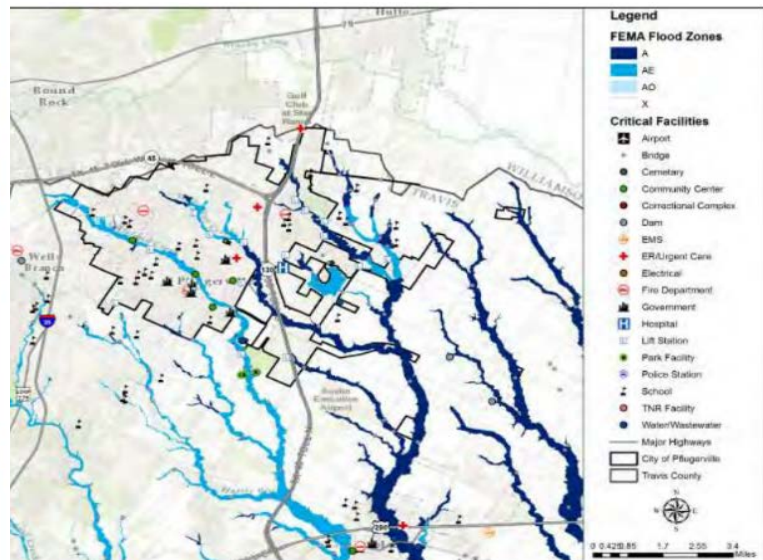
■ Understanding the Needs of the City of Pflugerville, TX

AshBritt has reviewed the City of Pflugerville’s portion of the Travis County Hazard Mitigation Plan. This allows AshBritt to understand the City’s high hazard areas, needs, and critical facilities. The plan states that the City has 9 Government Facilities, 3 Emergency Rooms, 3 Fire Stations, 1 Hospital, 18 Schools, and 15 Lift Stations. This allows AshBritt to better plan for a response to each critical facility during different phases of a disaster response mission.



Image of Travis County Hazard Mitigation Plan Update

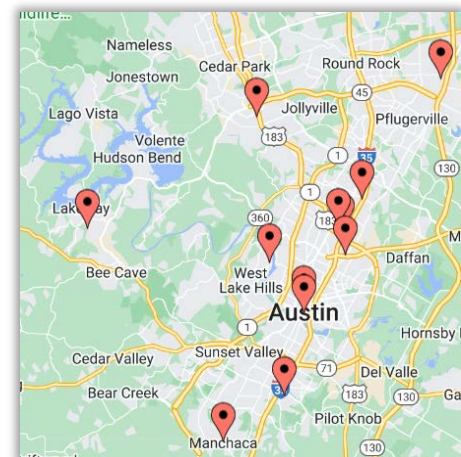
Figure 5-7. Estimated Flood Zones in the City of Pflugerville



■ Local Subcontractors

AshBritt has provided a list of all of our registered subcontractors within Travis County and the City of Pflugerville. Our local presence will allow AshBritt to hire local and support the community while performing recovery work. Preference is offered to "qualified" local subcontractors, including local SDB/SDVB/M/W/DBE, who have the appropriate equipment and experience and meet the applicable project criteria.


- ▶ SB – Small Business
- ▶ SDB – Small Disadvantaged Business
- ▶ HUB – HUBZone Business
- ▶ WOBE – Women-Owned Business
- ▶ VOSB – Veteran-Owned Small Business
- ▶ SDVOSB – Small Disadvantaged Veteran Owned Small Business



Company	SB	SDB	HUB	WBE	VOSB	SDVOSB
The HABITS Group LLC	Yes	Yes	Yes		Yes	Yes
S.C Irrigation		Yes				
ProClean				Yes		
ServPro of Hyde Park/ Central Austin						
Ana Gonzalez						
Gatewood Environmental	Yes					
Heavy Equipment Rentals of Texas	Yes					
Santos Resource Management Group	Yes	Yes				
The Austintatious Experience	Yes					
VEDR		Yes				Yes
Santos Global Logistics	Yes				Yes	Yes
MS General, LLC	Yes					

- Kansas City Tree Care Partner


AshBritt is also partnering with Kansas City Tree Care, LLC. The City of Pflugerville utilized our partner during the 2023 storm season, and we look forward to utilizing them again along with our local partners for future activations.



Tree Care Service

Includes Tree Pruning, Tree Removal, Stump Removal, Tree Cabling, Tree Bracing & 24 Hour Emergency Services.


[MORE DETAILS →](#)



Equipment

At Kansas City Tree Service, our crews are trained professionals and use our equipment on a regular basis.

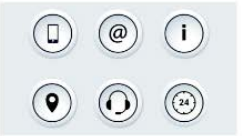
[MORE DETAILS →](#)



Disaster Response

Disaster can strike at any time any place! Is your community prepared to react and respond quickly and effectively?

[MORE DETAILS →](#)




Contact Us Today!

1505 Merriam Ln
Kansas City, KS 66103

913-894-4767
[Email Us](#)


[MORE DETAILS →](#)



EXPERT TREE CARE IN KANSAS CITY METRO AREA

Welcome to Kansas City Tree Care, LLC

When you want something done right, don't do it yourself. Call the professionals at Kansas City Tree Care, LLC. Our quality-oriented team of seasoned experts have years of experience performing tough tasks in the Johnson County, Jackson County and Kansas City metro areas. So when your trees are in need of care, from tree trimming to tree removal and stump grinding, call the pros.

 **913-894-4767**

■ FEMA Grant Programs Expertise

We know that sufficient awareness of federal eligibility requirements will save more tax dollars for jurisdictions than any other task in the four phases of emergency management. AshBritt’s Technical Assistance Team has worked for both FEMA and state divisions of emergency management. We will use their knowledge and expertise to address any federal funding concerns or questions that the City may have before or after disasters. Please see our Technical Assistance Team’s bios included below.

Shelby Pay-Chaney – Shelby worked as an Appeals Supervisor with FEMA for 8 years prior to joining AshBritt as a full-time Technical Assistance Manager in 2023. She has a decade of combined state and federal emergency management experience. During her tenure with FEMA, Shelby personally adjudicated over 300 PA first appeals affiliated with every facet of disaster recovery and oversaw the completion of countless other appeals and technical reviews prepared by appeals staff and Technical Assistance Contractors. She also participated in numerous policy development working groups and arbitration hearings; managed declaration requests for multiple Fire Management Assistance Grants (FMAG); and became a certified trainer for FEMA’s Procurement Disaster Assistance Team (PDAT). Prior to FEMA, Shelby served as the Appeals Officer for the Florida Division of Emergency Management, the state agency with the largest PA first and second appeal output nationwide. Her state and federal appellate review work has spanned most disaster types (e.g., hurricanes, floods, windstorms, tornados, fire, snow/ice, COVID-19/pandemic, landslides, etc.) and all categories of disaster recovery work (i.e., Categories A-G). Her working knowledge of the federal laws, regulations, and policies which guide FEMA’s PA Program is all-inclusive.


Jim Loomis – During his 12-year career at the Florida Division of Emergency Management (FDEM)/State Emergency Response Team (SERT), Jim worked extensively on all types of federal assistance projects and managed many related programs. He was involved with more than one hundred federal disaster declarations and has specific expertise in the areas of: government-to-government assistance for wildfire management and infrastructure support; government-to-individual assistance to meet uninsured family needs; and government-to-business assistance for uninsured business recovery needs. Jim was the primary liaison and coordinator for the emergency management community in the public-private partnership that became the Partners in Recovery Program with the Florida Insurance Industry. This partnership between the Florida Insurance Council, the Insurance Department, and emergency management stakeholders now serves as a national model for the coordination of disaster recovery activities. Jim also worked in FDEM’s hurricane shelter survey program, Community Right to Know program, and Emergency Management GIS Unit. Finally, he served as the Bureau Chief/Administrator of the Disaster Recovery Programs, during which time he was responsible for planning, coordination, oversight, and development of emergency recovery activities. He worked with stakeholders for four years on the legislation that ultimately became the Disaster Mitigation Act of 2000.

Christopher Holsinger – Chris began his career as a Hazard Mitigation Grant Program (HMGP) Intern at the Florida Division of Emergency Management (FDEM) before becoming FDEM’s Recovery Bureau Debris Specialist. In this capacity, he served as the State expert on FEMA debris eligibility requirements and provided Florida PA applicants with related technical assistance; taught the FEMA G202 Debris Management Training Course throughout the state; and regularly reviewed Debris Management Plans for compliance with the Sandy Recovery Improvement Act’s Debris Management Plan Pilot Program. During this time, he co-authored the Debris Management Field Guide, the primary focus of which was to identify eligible work and proper procedures for documenting, collecting, and disposing of different types of debris per FEMA and other guidance. Chris also reviewed municipal Comprehensive Emergency Management Plans (CEMP) to check for debris management compliance during Florida’s 5-year recertification for various jurisdictions. Lastly, Chris spent time serving as the Public Assistance Coordinator for the FEMA Fire Management Assistance Grant Program (FMAG) in 2013.

Jeanne Landry – Jeanne began her career as a Compliance Specialist in the Florida Division of Emergency Management’s (FDEM) Bureau of Recovery where she contributed to the creation of the Compliance Unit that now monitors PA Program applicants for applicable federal and state law compliance. Her contributions included the development of Standard Operating Procedures for the Compliance Monitoring Program; developing the process for conducting risk assessments; creating educational outreach materials and educational trainings for PA Program applicants; and reviewing federal Single Audit reports and issuing related corrective action plans. Jeanne participated in the State of Florida’s response to the COVID-19 pandemic, Hurricane Sally, and multiple tornadoes and forest fires. During Hurricane Sally, Ms. Landry assumed the role of FDEM Recovery Liaison, linking FDEM with county officials in local Emergency Operations Centers. After FDEM, Jeanne became a Legislative Policy Analyst on the Pandemics and Public Emergencies Committee in the Florida House of Representatives where she contributed to the development and passage of legislative policy reforming Chapter 252, Florida Statutes, which governs the State of Florida’s emergency management policy. Relevant legislation included SB 2006, and the creation of the Emergency Response and Preparedness Fund.

■ Applicable Licenses and Permitting

Below is a list of the applicable licenses and permits AshBritt possesses regarding this scope of work. Additional permits, licenses, and certifications can be found in our resumes. AshBritt has completed over 40 disaster debris removal projects throughout the State of Texas. During this time, we have acquired numerous Texas Commission on Environmental Quality TDSRS permits for public and private sites across the entire state of Texas. We have a long history working with numerous permitting and licensing departments in the State of Texas and our management team will ensure all permits and licenses are acquired in accordance with Texas and the City of Pflugerville laws and regulations. AshBritt is also intimately acquainted with TCEQ Region 11 office that Pflugerville, TX resides within.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

AREA, REGION, AND WATERMASTER OFFICES

TCEQ AREA OFFICES

<p>BORDER AND PERMIAN BASIN <i>Region 6, El Paso • Region 7, Midland Region 15, Harlingen • Region 16, Laredo</i> Area Director: David A. Ramirez 1804 W. Jefferson Ave. • Harlingen, TX 78550-5247 956-425-6010 • FAX: 956-412-5059</p>	<p>COASTAL AND EAST TEXAS <i>Region 5, Tyler • Region 10, Beaumont • Region 12, Houston • Region 14, Corpus Christi</i> Area Director: David Van Soest, MC 172 P.O. Box 13087 • Austin, TX 78711-3087 12100 Park 35 Circle • Austin, TX 78753 512-239-0468 • FAX: 512-239-4390</p>
<p>CENTRAL TEXAS <i>Region 9, Waco • Region 11, Austin • Region 13, San Antonio</i> Area Director: Joel Anderson, MC 172 P.O. Box 13087 • Austin, TX 78711-3087 12100 Park 35 Circle • Austin, TX 78753 210-403-4010 • FAX: 512-239-4390</p>	<p>NORTH CENTRAL AND WEST TEXAS <i>Region 1, Amarillo • Region 2, Lubbock • Region 3, Abilene Region 4, Dallas/Fort Worth • Region 8, San Angelo</i> Area Director: Randy J. Ammons 5012 50th St., Ste. 100 • Lubbock, TX 79414-3426 806-796-7092 • FAX: 806-796-7107</p>

TCEQ REGIONAL AND WATERMASTER OFFICES

<p>1 – AMARILLO Regional Director: Eddy Vance 3918 Canyon Dr. Amarillo, TX 79109-4933 806-353-9251 • FAX: 806-358-9545</p>	<p>8 – SAN ANGELO Regional Director: Michael Taylor, P.G. 622 S. Oakes, Ste. K San Angelo, TX 76903-7035 325-698-9674 • FAX: 325-658-5431</p>	<p>16 – LAREDO Regional Director: Jaime A. Garza 707 E. Calton Rd., Ste. 304 Laredo, TX 78041-3887 956-791-6611 • FAX: 956-791-6716</p>
<p>2 – LUBBOCK Regional Director: Christopher Mayben, P.G. 5012 50th St., Ste. 100 Lubbock, TX 79414-3426 806-796-7092 • FAX: 806-796-7107</p>	<p>9 – WACO Regional Director: David Mann 6801 Sanger Ave., Ste. 2500 Waco, TX 76710-7826 254-751-0335 • FAX: 254-751-3067</p>	<p>TEXAS WATERMASTERS Brazos Watermaster: Molly Mohler 6801 Sanger Ave., Ste. 2500 Waco, TX 76710-7826 254-761-3027 or 254-313-8554 FAX: 254-761-3067 Concho Watermaster: Angela Sander 622 S. Oakes, Ste. K San Angelo, TX 76903-7035 San Antonio: 210-416-3997 or 866-314-4894 San Angelo: 325-262-0834 FAX: 325-658-5431 Rio Grande Watermaster: Georgina Bemea Harlingen Office 1804 W. Jefferson Ave. Harlingen, TX 78550-5247</p>
<p>3 – ABILENE Regional Director: Michael Taylor, P.G. 1977 Industrial Blvd. Abilene, TX 79602-7833 325-698-9674 • FAX: 325-692-5869</p>	<p>10 – BEAUMONT Regional Director: Kathryn Saucedo 3870 Eastex Fwy. Beaumont, TX 77703-1830 409-898-3838 • FAX: 409-892-2119</p>	
<p>4 – DALLAS/FORT WORTH Regional Director: Alyssa Taylor 2309 Gravel Dr. Fort Worth, TX 76118-6951 817-588-5800 • FAX: 817-588-5700</p>	<p>11 – AUSTIN Regional Director: Lori Wilson P.O. Box 13087 • Austin, TX 78711-3087 12100 Park 35 Circle • Austin, TX 78753 512-339-2929 • FAX: 512-339-3795</p>	

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for AshBritt Inc. (file number 801013812), a FLORIDA, USA, Foreign For-Profit Corporation, was filed in this office on August 06, 2008.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 20, 2023.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

Phone: (512) 463-5555
Prepared by: SOS-WEB

Come visit us on the internet at <https://www.sos.texas.gov/>

Fax: (512) 463-5709
TID: 10264

Dial: 7-1-1 for Relay Services
Document: 1230860900003



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CARTER, ROBERT SCOTT

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH FL 33441

LICENSE NUMBER: CGC1533864

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: ASHRITT INC

Receipt #: 189-4074
Business Type: ALL OTHER TYPES CONTRACTOR
(POLLUTANT STORAGE CONTR)

Owner Name: JOHN WILLIAM NOBLE JR
Business Location: 565 E HILLSBORO BLVD
DEERFIELD BEACH
Business Phone: 954-973-9200

Business Opened: 03/06/1996
State/County/Cert/Reg: PCC056744
Exemption Code:

Rooms Seats Employees Machines Professionals
14

Tax Amount	Number of Machines:			Vending Type:		
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

Receipt Fee 54.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH, FL 33441

Receipt # WWW-22-00268710
Paid 08/29/2023 54.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: ASHRITT INC

Receipt #: 189-4074
Business Type: ALL OTHER TYPES CONTRACTOR
(POLLUTANT STORAGE CONTR)

Owner Name: JOHN WILLIAM NOBLE JR
Business Location: 565 E HILLSBORO BLVD
DEERFIELD BEACH
Business Phone: 954-973-9200

Business Opened: 03/06/1996
State/County/Cert/Reg: PCC056744
Exemption Code:

Rooms Seats Employees Machines Professionals
14

Signature	Number of Machines:			Vending Type:		
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

Receipt # WWW-22-00268710
Paid 08/29/2023 54.00

State of Florida

Department of State

I certify from the records of this office that ASHBRITT, INC. is a corporation organized under the laws of the State of Florida, filed on October 28, 1992.

The document number of this corporation is P92000000600.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2024*



A handwritten signature in black ink, appearing to be "C. J. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 3789157125CC

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

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

TAB E



WORKLOAD AND ABILITY



■ Historic Preservation Plan



Pflugerville, TX Historic Downtown

At AshBritt, we recognize that successful disaster debris management for the City of Pflugerville extends beyond our collection, sorting, and disposal of various wastes. It is vital that our approach considers the City's rich history and cultural heritage, and ensures that our operations will be conducted with the utmost respect and sensitivity. The below Historic Preservation Plan aligns with our response approach, adheres to federal, state, and local guidelines, and will ensure that AshBritt preserves the unique identity and economic vitality of the City of Pflugerville.

- Federal Laws, Regulations, and Guidelines

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies (or other entities receiving federal funding) identify and evaluate historic properties eligible for listing on the National Register of Historic Places in consultation with the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) and any Indian Tribe or NHO that attributes religious and cultural significance to historic properties that may be affected by our operations.

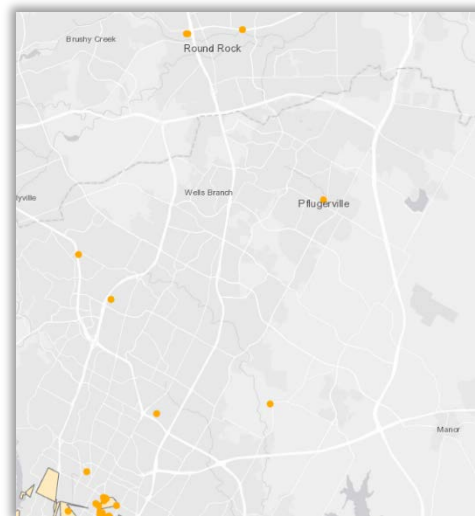
2 C.F.R. § 200.300 requires that FEMA review each Public Assistance project to ensure that the work complies with the NHPA.

FEMA's **Public Assistance Program and Policy Guide** outlines environmental and historic preservation considerations for all emergency work to be funded by Public Assistance

- Federal, State, and Local Resources

National Register of Historic Places

The National Register of Historic Places (NRHP) is the official list of the Nation's historic places worthy of preservation. Authorized by the NHPA, the National Park Service's NRHP is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.



NRHP Locations Map –
Pflugerville, TX (2023)

To be eligible for listing in the National Register, generally, a property or majority of properties in a district must be 50 years old or older; retain historic integrity in location, design, setting, materials, workmanship, feeling, and association; and meet at least one of the National Register Criteria for Evaluation.



The **Texas Historical Commission’s Historic Preservation Office** is tasked with providing technical assistance for NHPA Section 106 reviews and maintaining an extensive database of Texas’s archeological sites and historic resources.



Travis County Historical Commission – The Office of Historic Preservation works to identify, designate, preserve, and celebrate significant historic properties in Tarrant County. The Office’s Historic Preservation and Archives Officer can be reached for specific details on historic locations and preservation initiatives at archives@tarrantcountytx.gov.

- Section 106 Assistance

If the City seeks FEMA PA reimbursement for our disaster debris mission, our Technical Assistance Team work with the Debris Manager to ensure that appropriate documentation is provided to FEMA for any requested Section 106 NHPA reviews. The AshBritt team will also be available to answer any questions regarding our operating procedures or specific work that was performed.

Tab E. Workload and Ability

■ Current Workload

AshBritt is currently conducting disaster debris removal missions for the Cities of Valdosta and Dasher, GA, and Lowndes County, GA. Operations consist of ROW debris collection, emergency road clearance, and hazardous tree and limb removal. Approximately 1,300,000 cubic yards of debris have been removed to date. AshBritt also provided vegetative debris removal services to Leon and Hillsborough County, FL and waterway debris removal for the Florida Department of Environmental Protection (FDEP), and setup and managed a 1,000-person basecamp in Suwanee County, FL in response to Idalia. AshBritt is 95% complete with these operations and they will not impact an activation from the City of Pflugerville.

■ Ability and Capacity

We have been able to scale up our capacity to conduct simultaneous operations from 1-2 jurisdictional projects to over 60 concurrent projects across multiple states. AshBritt can do this by maintaining a team of experienced project managers across the nation that can be activated on a moment's notice. The table below demonstrates our experience in successfully expanding our management teams to accomplish concurrent mission activations across multiple states.





Clients	Year	Disaster(s)	Debris (CY)
6	2023	Hurricane Idalia	1,300,000
15	2022	Hurricane Ian	8,393,151
11	2018	Hurricane Michael	13,700,000
4	2017	USACE Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fires	1,250,000
63	2017	Hurricane Irma	10,700,000
14	2017	Hurricane Harvey	1,700,000
23	2016	Hurricane Matthew	5,700,000
71	2012	Hurricane Sandy	3,500,000
21	2012	MA Severe Storm and Snowstorm	1,700,000
17	2011	CT Severe Storm and Snowstorm	1,800,000
19	2005	Hurricane Wilma	4,800,000
27	2006	Hurricane Katrina	21,500,000
8	2004	Hurricanes Charley, Frances and Jeanne	4,800,000

■ Ability to Provide Additional Services






Major disasters can be utterly devastating to communities, warranting the need for more extensive support services beyond debris removal. In many cases, these services are necessary precursors to ensure the debris mission advances effectively, safely, and efficiently.




AshBritt is a full-service contractor. We can coordinate and deliver turnkey emergency response, environmental remediation, recovery, and restoration services whenever needed. We minimize the worry and confusion surrounding a client's recovery, restoration, and build-back needs following a major event. Through our resources and teaming partners, we ensure that these vital services are delivered expeditiously and professionally. **AshBritt has provided the following ancillary services in previous projects and can provide these services for the City of Pflugerville before, during, or after a disaster.**

Scope	Description	Recent Applicable Experience
 <p>Emergency Water/Ice</p>	<p>Water in gallons, 2-liter bottles, or bulk potable water tankers; bagged ice (50-100lb); and/or reefers/fridges delivered to central distribution points. Logistical managers and Point of Distribution supervisors oversee the orderly distribution and tracking of provisions.</p>	<p>2023 (Florida Flooding) Water & Ice for City of Ft. Lauderdale, FL 2017 (Hurricane Harvey) Water & Ice for TX Jurisdictions</p>
 <p>Emergency Housing</p>	<p>Secured temporary housing and turnkey base camps to support local relief representatives, workers, volunteers, and residents can be established. Base camps will be scaled and equipped to meet event scenarios. Hard-sided and soft-sided tents, CONEX systems, or other modular structures can be supplied and fully managed.</p>	<p>2023 (Migrant Support) Base camp FDEM-Florida Keys 2022 (Hurricane Ian) 3 Base camps throughout FL 2017 (Hurricane Irma) 2 Base camps for Monroe County, FL</p>
 <p>Mobile Kitchen & Shower Units</p>	<p>As an extension to camps, these units may serve local relief representatives, workers, volunteers, and residents. They can be delivered, set up, and powered by generators. Multiple configurations and outputs are available. Full oversight and maintenance of facilities are included.</p>	<p>2023 (Migrant Support) Mobile Kitchen & Shower Units FDEM-Florida Keys 2022 (Hurricane Ian) Mobile Kitchen & Shower Units throughout FL 2017 (Hurricane Irma) Mobile Kitchen & Shower Units for Monroe County, FL 2016 (Blue Cut Fire) Portable Toilets & Showers for County of San Bernardino, CA</p>
 <p>Pandemic Response Services</p>	<p>We can provide and support Coronavirus treatment infusion centers, testing centers, alternate care facilities, and vaccination centers. Our team has been engaged in supporting cities, counties, and states with a spectrum of COVID response efforts over the past three years. We have provided over 1,000,000 vaccines.</p>	<p>2019 – 2022 (COVID-19) Infusion centers, alternate care facilities, and vaccination centers in the states of FL, MS, TX, VA, NJ, KY, MD, MA, IN, NC, ME, WI, AL, MN, VT, MI, NH, PA, and LA.</p>
 <p>Canteen, Commissary, and Meals Ready-to-Eat (MRE)</p>	<p>Full canteen and commissary services that serve hot breakfast, lunch, and dinner, as well as mid-rations, can be established and expanded to support local relief representatives, workers, volunteers, and residents. MREs and heated meals can also be systematically distributed.</p>	<p>2020 (COVID-19) Emergency meal delivery to FDEM 2017 (Hurricane Harvey) MRE's to TX Jurisdictions</p>

Scope	Description	Recent Applicable Experience
 <p>Emergency Power Generation</p>	<p>Temporary power generation for critical facilities can be delivered, set up, and maintained if the regular power supply is disrupted. Emergency light towers can be provided and distributed throughout the affected area and work sites</p>	<p><u>2023 (Florida Flooding)</u> Generators for the City of Ft. Lauderdale, FL <u>2020 (Hurricane Laura)</u> Generators to TX jurisdictions <u>2017 (Hurricane Irma)</u> Generators to Florida jurisdictions <u>2017 (Hurricane Harvey)</u> Generators to TX jurisdictions</p>
 <p>Light Sources</p>	<p>Light and power sources are available. Ashbritt can supply these items to multiple locations simultaneously without interruption</p>	<p><u>2023 (Florida Flooding)</u> Light towers for the City of Ft. Lauderdale, FL</p>
 <p>Satellite Service / Communication Infrastructure</p>	<p>Satellite telecommunication services can be provided, based on the magnitude of the event and the scope of the damage. Services will support telephone and online internet access. Various equipment/configurations are available, depending on the scenario</p>	<p><u>Utilized and available throughout all projects</u></p>
 <p>Emergency Fuel Supply</p>	<p>Through strategic coordination and partnerships with wholesale fuel distributors, fuel can be immediately provided, when needed, to maintain the continuity of vital services.</p>	<p><u>2017 (Hurricane Irma)</u> Fuel Trucks for Collier County, FL <u>2016 (Blue Cut Fire)</u> Fuel trucks for County of San Bernardino, CA</p>
 <p>Temporary Offices, Warehousing, and Container Storage</p>	<p>Mobile command centers, temporary offices, critical document and asset warehousing, and storage containers (CONEX or other) can be supplied in any configuration to meet local needs. Temporary prison facilities can also be delivered and maintained.</p>	<p><u>2023 (Florida Flooding)</u> Multiple command centers for the City of Ft. Lauderdale, FL</p>

Scope	Description	Recent Applicable Experience
 <p>POD Manpower & Equipment</p>	<p>All necessary manpower, management, equipment, and supplies (i.e., forklifts, pallet jacks, lighting, hygiene stations, traffic devices, trash collections, etc.) can be supplied. Community relations, security personnel, or other provisions needed to safely and efficiently deliver water, ice, meals, tarps, food supplies, or any other commodity may be employed.</p>	<p><u>2010 (Haiti Earthquake)</u> Site Security Team, lighting, hygiene stations provided for Haiti.</p>
 <p>Emergency Barge Transport</p>	<p>When major bridges and access routes to areas surrounded by water are damaged, and transportation is impeded due to disaster damage, Ashbritt can transport vital equipment and supplies by barge.</p>	<p><u>2010 (Haiti Earthquake)</u> 15 shipments of heavy equipment to Haiti.</p>
 <p>Emergency Roof Tarping and Repair</p>	<p>We can coordinate temporary roof patching when permanent repairs cannot be immediately implemented, mitigating against further damage. Multiple experienced crews can be deployed, and tarps can be distributed to residents from Points of Distribution.</p>	<p><u>2004 (Hurricane Charley)</u> Emergency roof repairs for Charlotte County, FL EOC.</p>
 <p>Fire Suppression Support</p>	<p>Water trucks and personnel can be provided, as necessary, to augment local water supply systems. Ashbritt has access to trucks with minimum capacities of 2,000 gallons that are filled and outfitted with valves compatible with fire hose connections, meeting National Fire Protection Association (NFPA) standards.</p>	<p><u>Provided on hundreds of our projects across our history.</u></p>
 <p>Sewer/Catch Basin Clearing</p>	<p>Removal of disaster-generated sediment/debris from stormwater sewer systems aids the prevention of secondary flooding. The clearing is typically accomplished using industrial Vac Trucks.</p>	<p><u>2023 (Florida Flooding)</u> Vac Trucks - Ft. Lauderdale, FL <u>2022 (Hurricane Ian)</u> Vac trucks - Collier County, FL <u>2018/2017/2016/2015 (Flooding Event)</u> Vac Trucks - Hidalgo County, TX <u>2018 (Flooding Event)</u> Vac Trucks - Charleston, SC</p>

Scope	Description	Recent Applicable Experience
 <p>Oil Spill Recovery</p>	<p>AshBritt can deploy booms and utilize other methods to mitigate against the spread of an oil spill</p>	<p><u>2010 (Oil Spill)</u> Deployed and maintained 106,000 linear feet of oil deflection boom for Bay and Gulf County, FL.</p>
 <p>Marine Recovery and Debris Removal</p>	<p>We can conduct underwater search and rescue, vessel recovery, underwater welding and salvage, debris removal from canals, and waterways. We are also able to deploy divers, remotely operated vessel (ROV), barge, and landing craft as work platforms for equipment and supply transport.</p>	<p><u>2022 (Hurricane Ian)</u> Waterway debris removal throughout Southwest FL for FDEM <u>2017 (Hurricane Irma)</u> Waterway debris removal throughout Collier County, FL <u>2012 (Hurricane Sandy)</u> Waterway debris and Vessel removal throughout State of New Jersey and New York City</p>
 <p>Dredging</p>	<p>Mechanical and hydraulic dredging of canals, marinas, and navigable waterways</p>	<p><u>2012 (Hurricane Sandy)</u> Dredging mission throughout the State of New Jersey.</p>
 <p>Mass Decontamination</p>	<p>Decontamination of buildings and facilities after the detection of bio/chem toxic, harmful agents.</p>	<p><u>2020 (COVID-19)</u> Decontamination of schools in Miami, FL.</p>
 <p>Drying in Services</p>	<p>Emergency dry-in of public facilities, including the removal and disposal of affected building materials, securing structural openings, dehumidification, and moisture abatement</p>	<p><u>2023 (Florida Flooding)</u> Drying in services for the City of Ft. Lauderdale, FL <u>2008 (Hurricane Ike)</u> Building restoration for `17 government buildings for Orange County, TX.</p>

Scope	Description	Recent Applicable Experience
 <p>Mold Remediation</p>	<p>Identification and remediation of mold in buildings and facilities</p>	<p><u>2017 (Hurricane Harvey)</u> Mold remediation services for Orange County, TX</p>
 <p>Derelict Vehicle, Boat & Vessel Containment & Disposal</p>	<p>Removal, transport, and disposal of abandoned vehicles, boats, and other vessels to include aggregation staging, inventorying, and indexing for easy location and retrieval. Information dissemination, owner contact, and supplemental investigations for proper disposition will be conducted, as well as decontamination and recycling of vehicles and vessels. AshBritt has significant experience removing abandoned vehicles.</p>	<p><u>2022 (Hurricane Ian)</u> Vehicle and vessel removal throughout Southwest FL for FDEM <u>2017 (Hurricane Matthew)</u> 33 Vessels were removed throughout Beaufort County, SC <u>2012 (Hurricane Sandy)</u> 3,503 vehicles were removed throughout New York City</p>
 <p>Dead Animal, Livestock, Fish Collection</p>	<p>Collect and lawfully dispose of animal, bird, and fish carcasses from public property and ROWs. Specific management protocols for diseased carcasses will be subject to approval by the Florida Department of Environmental Protection, in consultation with the Department of Agricultural Resources. Unlike other debris, in some cases, infectious waste may need to be treated on-site prior to being transported. All animal carcasses must be managed in accordance with the Debris Plan. Specialized crews are dispatched to specific locations where remains have been identified to collect, haul, and dispose of all carcasses as directed by the jurisdiction.</p>	<p><u>2018 (Red Tide)</u> 87,000 Lbs of dead fish removed due to red tide in St. Lucie County, FL <u>2015 (Red Tide)</u> 10,000 Lbs of dead fish removed due to red tide in Longboat Key, FL</p>

■ Financial Capability & Resources

Access to immediate operational funds and longer-term credit is one of the most vital factors in ensuring the swift initiation and continued progress of response and recovery efforts. Following any large-scale, widespread disaster event, the City’s resources, infrastructure, and processes may become overwhelmed. Reliable financial support and sound management are vital to a successful mission. As the nation’s leading provider of disaster debris management services, AshBritt has substantial financial resources, capabilities, and experience. Our historical record and supporting financial documentation clearly demonstrate these strengths. Importantly, we have the capital strength to accommodate increased cash flow demands throughout any disaster recovery mission and the capacity to assume extensive expenditures for prolonged periods (historically exceeding 150 days) before receiving any funds for our services.

Bonding: Over \$850 Million
Working Capital: Over \$100 Million
Underwrote \$100 Million for USACE Katrina Mission

AshBritt has a strong, steady record of paying all vendors and subcontractors in accordance with executed contracts. Moreover, we work with small businesses to accommodate shorter payment terms, as needed, to ensure that all companies, large and small, can actively participate in our recovery efforts and projects. With our capital reserves and our significant line of credit, as well as the ability to draw on resources from some of our long-standing business partners, we can simultaneously maintain and finance multiple large, extended projects. Examples of AshBritt’s ability to initiate and maintain a strong workforce and financial stability include:

Year	Disaster(s)	Funds
2022	Hurricane Ian and Kentucky Flooding Size of Workforce Managed: Over 1,000 pieces of heavy equipment	\$649,509,554
2018	Hurricane Michael Size of Workforce Managed: Over 800 pieces of heavy equipment	\$274,468,728
2017	USACE Northern California Wildfires Size of Workforce Managed: Over 2,000 pieces of heavy equipment	\$307,166,947
2017	Hurricane Irma Size of Workforce Managed: Over 1,500 pieces of heavy equipment	\$181,024,248
2016	Hurricane Matthew Size of Workforce Managed: Over 500 pieces of heavy equipment	\$88,610,796
2012	Hurricane Sandy Size of Workforce Managed: Over 1,800 pieces of heavy equipment	\$228,621,575
2005	Hurricane Katrina Size of Workforce Managed: Over 12,400 pieces of heavy equipment	\$733,700,702

- Bank and Bond Letters

**** Please see the following pages for
AshBritt’s Bank and Bond Letters ****



Kimberly Bryson
Senior Vice President
Senior Relationship Manager

Business Banking
FL6-812-09-1 | 401 E. Las Olas Blvd., 18th Floor
Fort Lauderdale, FL 33301
T 954.765.2014 F 704.208.2955 M 954.599.1197
kimberly.bryson@bofa.com

January 4, 2024

To: City of Pflugerville
Purchasing Services
Post Office Box 589
Pflugerville, TX 78691

Re: AshBritt Inc
565 E Hillsboro Blvd
Deerfield Beach FL 33441-3543

I, Kimberly Bryson, a Senior Vice President of Bank of America, N.A. ("Bank of America"), confirm that AshBritt Inc. maintains balances with Bank of America in the eight figures. AshBritt Inc. has a Low to Mid Eight Figure Line of Credit Facility with Bank of America that has been handled as agreed. Ashbritt Inc. has been a very valued client of Bank of America since January 1999. Ashbritt Inc. has always handled their accounts and credit facilities as agreed.

This information is being delivered to you at the request of AshBritt Inc. Please note that the information set forth in this letter is subject to change without notice and is provided in strictest confidence to you for this limited purpose and your use only, without any responsibility, guarantee, commitment, or liability on the part of Bank of America, its affiliates or any of its or its affiliates' directors, officers, or employees. Bank of America cannot provide any credit ratings or opinions of the creditworthiness of AshBritt Inc, and the above information does not constitute an opinion of Bank of America of the ability of AshBritt Inc. to successfully perform any obligations under any agreement it may enter into with you, Bank of America, or any other entity. Finally, Bank of America undertakes no responsibility to update the information set forth in this letter.

If you have any additional questions, please do not hesitate to contact me.

Regards,

Kimberly Bryson

Senior Vice President
Senior Client Manager
Commercial Banking
Bank of America, N.A.
401 E. Las Olas Blvd., 18th Floor
Fort Lauderdale, FL 33301
kimberly.bryson@bofa.com
Ph. 954-765-2144
Fax. 866-596-6847

****If anyone needs to confirm the validity of this document they may contact Kimberly Bryson, SVP via email or phone****



Liberty Mutual Surety

Marc Davis
Field Product Line SR UW

805 S. Wheatley Street, Ste 310
Ridgeland, MS 39157
Phone # 1-800-597-6227
Fax # 1-866-548-7538

January 4, 2024

City of Pflugerville
Purchasing Services
Post Office Box 589
Pflugerville, TX 78691

Re: AshBritt, Inc.

Dear Sir/Madam:

It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. for the past 15 +years. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000. range with an overall program of \$850,000,000 US Dollars.

Should any projects be awarded to and accepted by AshBritt, Inc. we are prepared to provide the required bonds on their behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of bond forms, contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of AshBritt, Inc.

We are pleased to share with you our favorable experience and high regard for AshBritt, Inc. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between AshBritt, Inc. and Liberty Mutual Insurance Company.

Liberty Mutual Insurance Company is licensed in all 50 states and listed on the U.S. Treasury Department's Listing of Approved Sureties (2023 Department Circular 570). Liberty Mutual Insurance Company is rated A (Excellent) Financial Size Category XV (\$2 Billion or greater) by A.M. Best Company.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

A handwritten signature in blue ink that reads "Marc Davis". The signature is written in a cursive, flowing style.

Marc Davis

TAB F

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE



INSURANCE
COVERAGE