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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

JOSEPH PALMISANO, JAY HAJESKI,
SEAN WALL, AND WALTER EVERETT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

CROWDERGULF, LLC; BIL-JIM
CONSTRUCTION CO., INC.; MAPLE
LAKE, INC.; R. KREMER AND SON
MARINE CONTRACTORS, LLC; JOHN C.
RAMSAY, LYMAN W. RAMSAY, JR.,
JAMES R. JOHNSON, JR., DAVID L.
JOHNSON, CAROLYN J. HORDICHUK,
ABC CORPORATIONS (1-100); DEF
CORPORATIONS (1-500); and JOHN DOES
(1-10), et al.

Defendants.

Civil Action No.

**CLASS ACTION COMPLAINT,
JURY DEMAND, AND DESIGNATION
OF TRIAL COUNSEL**

Plaintiffs, Joseph Palmisano, Jay Hajeski, Sean Wall, and Walter Everett, on behalf of themselves and others similarly situated, (hereinafter collectively referred to as “Plaintiffs” or the “Class”), by way of Complaint against the above-named Defendants, say as follows:

INTRODUCTION

1. This Class Action seeks monetary and injunctive relief to redress the unlawful pay practices followed by Defendants, CrowderGulf, LLC (hereinafter “Crowder Gulf”), Bil-Jim

Construction Company, Inc. (“Bil-Jim”), Maple Lake, Inc. (“Maple Lake”), R. Kremer and Sons Marine Contractors, LLC (“Kremer Marine”), ABC Corporations (1-100), DEF Corporations (1-500), John C. Ramsay, Lyman W. Ramsay, Jr., James R. Johnson, Jr., David L. Johnson, Carolyn J. Hordichuk, and/or and John Does (1-100) (hereinafter collectively referred to as “Defendants”), in connection with their failure to properly pay Prevailing Wages to Plaintiffs in connection with a certain public works project, in the aftermath of the weather event commonly referred to as “Superstorm Sandy”.

2. As more particularly described below, Defendants:

- a) failed to pay employees who performed work, in an eligible “craft” and/or “trade” on a “public works” project, that was covered by the New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (hereinafter “PWA”), full prevailing wages (“Base” plus “Fringe” rate), “Shift Differentials”, PWA-defined “Overtime”, “Double Time” for work performed on Sundays and Holidays, and/or other PWA benefits; and
- b) otherwise failed to comply with the PWA.

3. Plaintiffs bring this action on behalf of themselves and all other similarly situated employees of the prime contractor, its subcontractors, and their sub-subcontractors on the subject project. Plaintiffs seek compensatory and statutory damages and injunctive relief, as provided by the PWA, and such other further relief as this Court deems appropriate, including but not limited to attorneys’ fees and costs.

4. This class action seeks monetary and injunctive relief to redress the unlawful pay practices followed by Defendants.

PARTIES and BACKGROUND

Defendants:

5. Upon information and belief and at all times mentioned in this Complaint, Defendant Crowder Gulf is a domestic profit corporation authorized to do business under the laws of the State of Alabama, with its main office in Theodore, Alabama; and it regularly conducts and, at all times relevant hereto, it conducted business in and throughout the State of New Jersey.

6. Crowder Gulf entered into contract(s) with the State of New Jersey in or about January 2013, for what is sometimes generally referred to as “waterway debris removal services”, in connection with the effects of Superstorm Sandy (hereinafter, the “Prime Contract” and/or the “Sandy Project”). Attached to this Complaint are certain of the documents – which are related to and, to Plaintiffs’ understanding, together make up the Prime Contract and partially describe the Sandy Project. *Exhibit A* is a copy of the New Jersey Division of Purchase and Property Waivered Services Contracts Standard Terms and Conditions, revision date June 29, 2011 -- executed by Crowder Gulf’s President (Defendant, John Ramsay) on January 14, 2013. The New Jersey Division of Purchase and Property’s Request for Quotations for Waterway Debris Removal Services, revised January 15, 2013, with Attachments, Electronic Q&A, and Final Bidder Checklist dated January 16, 2013 (together, the “RFQ”) is attached at *Exhibit B*. Attached at *Exhibit C* is a copy of Crowder Gulf’s Pricing Proposal to the State of New Jersey, dated January 18, 2013 (Crowder Gulf’s “Proposal”).

7. NJ’s Standard T&C, at section VI., subsection D., makes the PWA part of the Prime Contract. (*Exhibit A*)

8. Plaintiffs performed PWA-eligible work on the Sandy Project in what the RFQ defines as the “Central Region” of New Jersey, primarily in the Barnegat Bay waterway, and on the nearby beaches. (*Exhibit B*, at p. 3)

9. Despite any general description of the Prime Contract, the scope of work for the Sandy Project primarily involved the dredging of “displaced sand” from the bay, transporting it, and using it (after screening it back to “beach quality”) to rebuild nearby beaches, sand dunes, and sand bars. (*Exhibit B*, at p. 8)

10. Attached at *Exhibit D* is July 18 and 19, 2013 correspondence between the United States Department of the Army, Corps of Engineers and the New Jersey Department of Environmental Protection, regarding approval of work involved in the Sandy Project. In particular, these documents discuss: the “maintenance” dredging of certain waterways, in “sand overwash” areas, to clear navigational channels for commercial fishing and recreational boating, and the “redistribution” and “spreading” of that sand on the state’s nearby beaches.

11. The Sandy Project served the dual purpose of repairing Barnegat Bay, including but not limited to the removal of large items, and restoring it (through dredging) to pre-storm depths – making it safely navigable again; and using that dredged material to rebuild the beaches. (*Exhibits B and D*)

12. Upon information and belief and at all times mentioned in this Complaint, Defendant Bil-Jim is a domestic profit corporation authorized to do business under the laws of the State of New Jersey; and it regularly conducts business throughout the State of New Jersey.

13. Upon information and belief and at all times mentioned in this Complaint, Defendant Maple Lake is a domestic profit corporation authorized to do business under the laws

of the State of New Jersey; and it regularly conducts business throughout the State of New Jersey.

14. Crowder Gulf, under its Prime Contract, entered into a subcontract with Bil-Jim on February 28, 2013. Attached as *Exhibit E* is a copy of an example of a subcontract for the Sandy Project (i.e. Bil-Jim's). Upon information and belief, Crowder Gulf subcontracted with companies other than Bil-Jim.

15. Defendant Maple Lake is apparently an affiliated entity of Bil-Jim's (through common but not necessarily identical ownership), and Maple Lake employees also performed work under Crowder Gulf's Prime Contract with the State of New Jersey – even though Maple Lake may not have contracted directly with Crowder Gulf.

16. Bil-Jim and Maple Lake employed workers to perform work on the Sandy Project, under Bil-Jim's subcontract with Crowder Gulf – which work was and is subject to the PWA.

17. At all times mentioned in this Complaint, ABC Corporations (1-100), are yet unidentified entities, which may be directly or vicariously liable for the damages suffered by Plaintiffs, through the conduct of their principals and/or employees, and who may have intentionally and/or negligently allowed and/or condoned any or all of the wrongful acts described to have occurred herein.

18. Upon information and belief, Crowder Gulf entered into other subcontracts, under the Prime Contract, with subcontractor ABC Corporations (1-100), which subcontracts were substantially similar to the Bil-Jim subcontract.

19. ABC Corporations (1-100) employed workers (putative class members) to perform work on the Sandy Project, under their subcontracts with Crowder Gulf – which work was and is subject to the PWA, but for which full prevailing wages plus benefits were not paid.

20. Upon information and belief and at all times mentioned in this Complaint, Defendant Kremer Marine is a domestic profit corporation authorized to do business under the laws of the State of New Jersey; and it regularly conducts business throughout the State of New Jersey.

21. Upon information and belief, Bil-Jim entered into a sub-subcontract with Kremer Marine, for the provision of services under the Prime Contract through Bil-Jim's subcontract with Crowder Gulf.

22. Kremer Marine employed workers (putative class members) to perform work on the Sandy Project, under its sub-subcontract with Bil-Jim – which work was and is subject to the PWA, but for which full prevailing wages plus benefits were not paid.

23. At all times mentioned in this Complaint, DEF Corporations (1-500), are yet unidentified entities, which may be directly or vicariously liable for the damages suffered by Plaintiffs, through the conduct of their principals and/or employees, and who may have intentionally and/or negligently allowed and/or condoned any or all of the wrongful acts described to have occurred herein.

24. Upon information and belief, Bil-Jim (and subcontractor ABC Corporations) entered into other sub-subcontracts, under their respective subcontracts to the Prime Contract, with sub-subcontractors DEF Corporations (1-500), which subcontracts were substantially similar to the Kremer Marine sub-subcontract.

25. Upon information and belief, Defendant DEF Corporations (1-500) employed workers (putative class members) to perform work on the Sandy Project, under their sub-subcontracts with Bil-Jim and/or ABC Corporations (1-100) – which work was and is subject to the PWA, but for which full prevailing wages plus benefits were not paid.

26. In addition to holding corporate employers responsible for PWA violations, the New Jersey Wage Payment Law, N.J. Stat. Ann. § 34:11-4.1 to 34:11-67 (“NJWPL”) -- Article 2b of which is the PWA – also deems individual officers of, and any agents having management of, a corporation, as employers responsible for violations of the PWA.

27. Upon information and belief, and at all times relevant hereto, John C. Ramsay (President) and Lyman R. Ramsay, Jr. were the officers/members of, and/or agents having management of, Crowder Gulf.

28. Upon information and belief, and at all times relevant hereto, James R. Johnson, Jr. (President), David L. Johnson (Vice President), and Carolyn J. Hordichuk (Secretary/Treasurer) were the officers and/or senior management of Bil-Jim.

29. At all times mentioned in this Complaint, John Does (1-100), are the yet unidentified owners, officers, principals, directors, supervisors, or managers of Defendants Crowder Gulf, Bil-Jim, Maple Lake, ABC Corporations (1-100), and/or DEF Corporations (1-500) -- whose yet unidentified conduct, specific roles, responsibilities, and decisions resulted in the pay violations and other wrongful acts described to have occurred herein.

Plaintiffs:

30. Plaintiff Joseph Palmisano is a resident of Neptune, New Jersey. He was employed by Kremer Marine as, among other capacities, a licensed Tug Boat Operator,

Operating Engineer, Tug Captain, Tug Master, Power Boat Captain, and/or Deck Hand or General Laborer; from approximately March 2013 until in or about September 2013, on the Sandy Project. Also, he regularly worked: in excess of 40 hours per week, over 8 hours per day, more than a single shift in a day, on weekends, and on holidays.

31. Plaintiff Jay Hajeski is a resident of Pittsburgh, Pennsylvania. He was employed by Kremer Marine as, among other capacities, a Tug Boat Operator, Operating Engineer, Tug Captain, Tug Master, Power Boat Captain, and/or Deck Hand or General Laborer; from May 2013 until in or about September 2013, on the Sandy Project. Also, he regularly worked: in excess of 40 hours per week, over 8 hours per day, more than a single shift in a day, on weekends, and on holidays.

32. Plaintiff Sean Wall is a resident of Brick Township, New Jersey. He was employed by Bil-Jim as, among other capacities, a machine operator or "Operating Engineer", from approximately December 2012 until in or about March 2013, on the Sandy Project. Also, he regularly worked: in excess of 40 hours per week, over 8 hours per day, more than a single shift in a day, on weekends, and on holidays, and sometimes at more than a single hourly rate in the same pay week.

33. Plaintiff Walter Everett is a resident of Bayville, New Jersey. He was employed by Bil-Jim and/or Maple Lake as, among other capacities, a mechanic, lead engineer, foreman, and/or "Field Engineer", from approximately November 2012 until in or about March 2013, on the Sandy Project. Also, he regularly worked: in excess of 40 hours per week, over 8 hours per day, more than a single shift in a day, on weekends, and on holidays.

COMMON FACTS

34. At all relevant times herein, Defendants engaged in, among other things, the construction business; and as such, they employed construction workers like Plaintiffs, of various skills and training, to perform various types of construction work – also referred to as “trades” or “crafts”, in connection with the PWA and the New Jersey Department of Workforce Development Prevailing Wage Rate Determinations (“PW Rate Sheets”).

35. As construction companies, Defendants regularly engaged, at all relevant times hereto, in various “public works” (as contemplated by the PWA) construction projects – for public entities, on public lands, and/or paid for with public funds; and as such, they were familiar with New Jersey’s (and, based on the past experience of many Defendants, various other states’) prevailing wage laws.

36. The Sandy Project took place on public land -- in what the RFQ defines as the “Central Region” of New Jersey, primarily in the Barnegat Bay waterway, and on the nearby beaches; and it began in or around January 2013, and it ended in or around February 2014.

37. In addition to the removal, disposal or recycling of eligible waterway debris, the Sandy Project primarily (in terms of cost, duration and quantity of labor, equipment, and material handled) involved the dredging of “displaced sand” from the bay, transporting it, and using it (after screening it back to “beach quality”) to rebuild, replenish, reconstruct and/or repair impacted nearby beaches, sand dunes, and sand bars.

38. The Sandy Project served the dual purpose of repairing Barnegat Bay, including but not limited to the removal of large items, and restoring it (through dredging) to pre-storm depths – making it safely navigable again.

39. As such, the Sandy Project involved workers performing, among other things: construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating – pursuant to the PWA.

40. Upon information and belief, the Sandy Project was paid for entirely out of the funds of a “public body”, within the meaning of N.J.S.A. 34:11-56.26(4).

41. Upon information and belief, the Sandy Project was performed entirely on land owned by a public body, pursuant to N.J.S.A. 34:11-56.26(5).

42. The type of work performed by Plaintiffs and the putative Class Members on the Sandy Project involved, among other things: construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating.

43. Defendants did not pay, and Plaintiffs did not receive, prevailing wages for the work they performed on the Sandy Project, including but not limited to full prevailing wages (“Base” plus “Fringe” rate), “Shift Differentials”, PWA-defined “Overtime”, “Double Time” for work performed on Sundays and Holidays, and/or other PWA benefits – as delineated in the PW Rate Sheets.

JURISDICTION AND VENUE

44. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because at least one Class member is a citizen of a state other than that of Defendant, there are more than 100 Class members, and the aggregate amount in controversy exceeds \$5 million, exclusive of interest and costs.

45. This Court has personal jurisdiction over many of the Defendants because many of them are incorporated in New Jersey, and they conduct regular and continuous business in New Jersey.

46. Venue is proper in this District under 28 U.S.C. 1391(b) because the Prime Contract was entered into in, the Sandy Project work was performed in, and some Defendants are headquartered in, the State of New Jersey; and because Defendants have caused harm to Plaintiffs and putative Class members residing in this District.

CLASS ALLEGATIONS

47. Pursuant to 28 U.S.C. § 1332(d), N.J.S.A. 34:11-56.40, 29 U.S.C. 201, and *N.J. Ct. R.* 4:32-1, Plaintiffs bring this action on behalf of themselves and all other persons similarly situated -- the “Class”, which is defined to include:

All employees of Crowder Gulf, together with those of its subcontractors and their sub-subcontractors, on the Sandy Project (as described herein) involving waterway debris removal, sand dredging, beach rebuilding, and bay repairing, in the “Central Region of New Jersey” -- who performed work in crafts or trades subject to, but were not paid in accordance with, the PWA and/or the PW Rate Sheets issued in connection with same.

48. There are questions of law and fact that are common to all members of the Class, which predominate over any question affecting only individual Class members.

49. The principal common issues include, but are not necessarily limited to, whether Plaintiffs were entitled prevailing wages and/or whether Defendants failed to properly pay prevailing wages to Plaintiffs, for work performed on the Sandy Project.

50. Plaintiffs’ claims are typical of the claims of the Class because the claims are based on the same legal and remedial theories, and each class member was underpaid, in some way, in violation of the law.

51. Plaintiffs will fairly and adequately protect the interests of all Class members in the prosecution of this action and in the administration of all matters relating to the claims stated herein.

52. Plaintiffs are similarly situated with, and have suffered similar injuries as, the members of the Class that they seek to represent.

53. Plaintiffs have retained counsel experienced in complex litigation and class action cases.

54. Neither Plaintiffs nor counsel have any interest that may cause them to not vigorously pursue this action.

55. A class action is superior to other available methods for the fair and efficient adjudication of the controversy, because:

- a) Concentration of the litigation concerning this matter in this Court is desirable;
- b) Failure of justice will result from the absence of a class action;
- c) The Class and the difficulties likely to be encountered in the management of this class action are negligible; and
- d) The Class is potentially so numerous as to make it impracticable to join all members of the Class as plaintiffs.

COUNT ONE (PWA)

56. Plaintiffs repeat and re-allege the allegations set forth in the previous paragraphs of this Complaint as if they were set forth in full herein.

57. At all times mentioned in this Complaint and during Defendants' employment of Plaintiffs, Defendants employed Plaintiffs to perform work within the scope of the PWA, under public works contracts, on public land, and/or involving public funds.

58. Plaintiffs performed work on these public works contracts in “Crafts” or “Trades” subject to the protections of the PWA and/or listed in the PW Rate Sheets.

59. At all times mentioned in this Complaint, Plaintiffs acted within the scope of their employment for the Defendants, and performed work that was subject to the protections of the PWA, for Defendants and at the direction of Defendants.

60. Pursuant to the PWA and common law, all contractors are liable for their subcontractors’ violations of the PWA.

61. As such, Crowder Gulf is liable for its own PWA violations, together with the PWA violations of Bil-Jim, Maple Lake, Kremer Marine, ABC Corporations (1-100), and/or DEF Corporations (1-500) -- to its own employees and to the employees of all of said subcontractors and sub-subcontractors on the Sandy Project.

62. In addition, Bil-Jim and ABC Corporations (1-100) are liable for their own PWA violations, as well as for the PWA violations of Kremer Marine and DEF Corporations (1-500) – to their own employees and to the employees of all of said sub-subcontractors on the Sandy Project.

63. Likewise, Kremer Marine and DEF Corporations (1-500) are liable for their own PWA violations -- to their respective employees.

64. Moreover, Defendants John C. Ramsay, Lyman R. Ramsay, Jr., James R. Johnson, Jr., David L. Johnson, Carolyn J. Hordichuk, and John Does (1-100), as the owners, officers, principals, directors, supervisors, or managers of Defendants Crowder Gulf, Bil-Jim, Maple Lake, Kremer Marine, ABC Corporations (1-100), and/or DEF Corporations (1-500), are also responsible for their respective entity’s failure to comply with the PWA -- to their employees and to the employees of their subcontractors and sub-subcontractors.

65. Defendants violated the PWA by failing to pay Plaintiffs for the subject public work, at full prevailing wage rates (“Base” plus “Fringe” rate), “Shift Differentials”, “Overtime”, “Double Time” for work performed on Sundays and Holidays, and/or other PWA benefits – all as defined in the applicable PW Rate Sheets; and therefore Defendants are liable to Plaintiffs.

66. As a result, Plaintiffs have been damaged.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that the Court issue an Order and grant Judgment to the Plaintiffs as follows:

- a) Certifying this action as a Class Action;
- b) Naming the Plaintiffs as the representatives of the absent Class members;
- c) Appointing Keefe Law Firm as Class Counsel for all purposes in this action;
- d) Granting Plaintiffs and Class Members compensatory, statutory, and declaratory relief, common law and punitive damages, and applicable pre- and post-judgment interest, in full recompense for their damages – including statutory attorneys’ fees and costs;
- e) Enjoining Defendants from violating any applicable statutory or case law, or PW Rate Determinations;
- f) Entering judgment according to the injunctive, equitable and declaratory relief sought;
- g) Granting Plaintiffs and Class members such other and further relief as the Court deems just in all the circumstances;
- h) Granting Incentive Awards to Plaintiffs as Class Representatives for their impartial, loyal and dedicated service to the Class; and

- i) Granting Class Counsel an award of their attorneys' fees and costs of suit, reflective of the work done in prosecuting this action, the time spent, the effort and hard costs invested, and results obtained, in light of the Court's judgment informed by awards in other similar cases of comparable difficulty and complexity.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all of the issues contained herein.

DESIGNATION OF TRIAL COUNSEL

John E. Keefe, Jr., Esq. and Paul A. DiGiorgio, Esq. are hereby designated as trial counsel for Plaintiffs in the within matter.

KEEFE LAW FIRM
Attorneys for the Plaintiffs

Dated: October 25, 2017

By: /s/ Paul A. DiGiorgio
PAUL A. DIGIORGIO, ESQ.

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Joseph Palmisano, Jay Hajeski, Sean Wall, and Walter Everett, individually, and on behalf of all others similarly situated,

(b) County of Residence of First Listed Plaintiff Monmouth County, NJ (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

KEEFE LAW FIRM - 170 Monmouth Street Red Bank, NJ 07701 732-224-9400 - pdigiorgio@keefe-lawfirm.com

DEFENDANTS

CrowderGulf LLC; Bil-Jim Construction Co Inc.; Maple Lake Inc.; R Kremer & Son Marine Contractors LLC; John C Ramsay; Lyman W Ramsay Jr; James R Johnson Jr; David L Johnson; Carolyn J Hordich

County of Residence of First Listed Defendant Mobile County, AL (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332

Brief description of cause: Putative Class Action for alleged violations of State Prevailing Wage Statute

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 10/24/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ Paul A. DiGiorgio

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE Print Save As... Reset

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT A

NEW JERSEY DIVISION OF PURCHASE AND PROPERTY WAIVERED SERVICES CONTRACTS STANDARD TERMS AND CONDITIONS

June 29, 2011

By submitting a proposal in response to the Agency Request for services, the bidder certifies that it understands and agrees that all of the following terms, conditions and definitions (collectively, "Standard Terms and Conditions") are part of any contract(s) awarded or order(s) placed as a result of the Agency Request unless specifically and expressly modified by reference in the Agency Request or in a writing executed by the Director, Division of Purchase and Property or the designee thereof.

- i. **DEFINITIONS:** As used in these Standard Terms and Conditions the following terms shall have the definitions set forth in this paragraph. These definitions shall also apply to the entire contract unless otherwise defined therein.

"Agency" means the entity on whose behalf the Division of Purchase and Property entered into the Contract. The Agency is the intended beneficiary of the Contract.

"Agency Request" means a request made by an Agency for offers or proposals to provide the sought after goods and/or services as specified herein.

"Bidder" means any person or entity submitting a proposal in response to the Agency Request for the purpose of obtaining a contract to provide the tangible items and/or services specified in the Agency Request.

"Contract" means a mutually binding legal relationship obligating the Contractor to furnish supplies and/or services and the buyer to pay for them, subject to appropriation where the Agency derives its annual budget by means of appropriation from the State Legislature. The Contract consists of these Standard Terms and Conditions, the Agency Request, the proposal submitted by the Contractor, the subsequent written document memorializing the agreement (if any), any amendments or modifications and any attachments, addenda or other supporting documents of the foregoing.

The Contract and/or its terms cannot be modified or amended by conduct or by course of dealings. Thus, the "contract" does not include the aforementioned actions and such actions, or reliance thereon, afford no rights whatsoever to any party to the Contract. The Contract can only be modified or amended by the Director, using Agencies have no authority to modify or amend the Contract. The State will not be bound by any attempt to modify or amend the Contract without the prior written approval of the Director.

"Contractor" means the person or entity which submits a proposal in response to the Agency Request and to whom (or which) the Contract is awarded.

"Designee" means the representative of a specific public official or Agency, as defined above, duly authorized by same to conduct specific activities and who also has the power to legally bind the official or Agency within the scope of the Contract. Actions taken by an unauthorized designee or which are beyond the scope of the designee's authorization or beyond the scope of the Contract are ultra vires and have no legal or equitable effect.

"Director" means the Director of the New Jersey Division of Purchase and Property or the designee thereof.

"Division" means the New Jersey Division of Purchase and Property.

"Fixed-Price Contract" means a contract that provides for a firm price for the entire term of the Contract (including all extensions), subject to any contractual conditions allowing price adjustment, under which the contractor bears the full responsibility for profit or loss.

"Project" means the initiative, enterprise, undertaking or services for which the Contractor was contracted.

"Shall" denotes a mandatory condition.

"State" means the State of New Jersey and its agencies.

ii. **APPLICABILITY AND INCORPORATION OF STANDARD TERMS AND CONDITIONS:**

These Standard Terms and Conditions will apply to all services contracts made by the Director on behalf of the Agency. These Standard Terms and Conditions are automatically incorporated into the Contract unless the Contractor is specifically instructed otherwise in the Agency Request or in any amendment thereto. These Standard Terms and Conditions are in addition to the terms and conditions set forth in the Agency Request and should be read in conjunction with same unless the Agency Request specifically indicates otherwise.

III. CONTRACTOR'S STATUS AND RESPONSIBILITIES:

- A. **CONTRACTOR'S STATUS:** The Contractor's status shall be that of an independent contractor and not that of an employee of the State.
- B. **CONTRACTOR'S CERTIFICATION AS TO ITS REPRESENTATIONS:** The Contractor certifies that all representations made by it in its proposal or other related and/or supporting materials are true, subject to penalty of law. Further, the Contractor agrees that its violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract may be cause for rescission of the contract award. In addition, the Contractor's violation of any statute or regulation related to public contracts and/or its misrepresentation or concealment of any material fact in the proposal, award or performance of the Contract shall serve as a legal bar to the Contractor's enforcement of its rights under the Contract including any and all claims at law or equity.
- C. **CONTRACTOR'S PERFORMANCE:** The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract. To perform these services, the Contractor shall employ or engage the services of qualified persons and/or entities at its own expense except as otherwise specified in the Contract. The Contractor has an affirmative obligation to promptly notify, in writing, the State of any changes in circumstances which might affect the Contractor's ability to be awarded or to perform its obligations under the Contract.
- D. **RESPONSIBILITIES OF CONTRACTOR:**
- 1) The Contractor is responsible for the quality, technical accuracy and timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. If circumstances beyond the control of the Contractor result in a late delivery, it is the responsibility and obligation of the Contractor to make the details known immediately to the Division and Agency.
 - 2) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
 - 3) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.
 - 4) Should the Contractor hire, employ or otherwise engage subcontractors, the Contractor shall be considered the prime Contractor and the sole point of contact with regard to contractual matters. The Contractor assumes sole and full responsibility for the complete performance contemplated by the Contract including the performance of all subcontractors.
 - 5) When the Contractor intends to subcontract for any work under the Contract, the subcontractor must be approved by the Director in writing. It is understood, however, that consent of the Director for the subcontracting of any work under the Contract in no way relieves the Contractor from its full obligations under the Contract. In addition, the Contractor must notify and receive the approval of the Agency Project Manager before hiring any sub-contractor for the contract work. The Contractor shall at all times give due attention to the fulfillment of the Contract and shall keep the work under its control. Consent to the subcontracting of any part of the work by the Director in writing shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the subcontractor. The Contractor, shall be responsible for all work performed by the subcontractor, which shall conform to the provisions of the Contract and all requirements of law. The failure of any subcontractor to adhere to the terms of the Contract or requirements of law may, in the Director's discretion, be cause for rescission of the contract award.
 - 6) All payments for services under the Contract will be made only to the Contractor. The Contractor assumes sole and full responsibility for any payments due to its subcontractors under the Contract.
 - 7) Nothing herein or in the Contract shall be construed as creating a contractual relationship between any subcontractor and the State and/or the Agency.
 - 8) The Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied assurances under the Contract or law and in no way diminish any other rights that the State or Agency may have against the Contractor.

- E INVESTIGATION:** By submitting a proposal in response to the Agency Request, the bidder certifies and warrants that it has satisfied itself, from its own investigation, of the conditions to be met and that it fully understands its obligations and if awarded the Contract agrees that it will not make any claim for, or have right to, cancellation or relief from the Contract without penalty because of its misunderstanding or lack of information.
- F PRICE FLUCTUATION DURING CONTRACT:** Unless otherwise set forth in writing by the Director, or the Director's designee, all prices quoted shall be firm and not be subject to increase during the duration of the Contract. However, in the event of a manufacturer's price or contractor's cost decrease during the Contract period, the State shall receive the full benefit of such price/cost reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report and/or pass on price reductions may result in the rescission of the contract award for cause.
- G COST LIABILITY:** The State assumes no responsibility and no liability for costs incurred by the bidder prior to the award of the Contract and thereafter only as specifically provided in the Contract.
- H. INDEMNITY/LIABILITY TO THIRD PARTIES:**
- 1) The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
 - 2) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
 - 3) The Contractor further agrees that:
 - a) any approval by the State or Agency of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract;
 - b) the State and Agency assume no obligation to indemnify or save harmless the Contractor, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of the Contract; and
 - c) the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State or Agency from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.
- I INSURANCE:** The Contractor shall procure and maintain at its own expense, until at least two years after the completion of all work performed under the Contract, extensions and/or modifications thereto, liability insurance for damages imposed by law and assumed under the Contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey. By submitting a proposal in response to the Agency Request, the Contractor expressly agrees that any insurance protection required herein or by the Contract shall in no way limit the Contractor's obligations assumed in the Contract and shall not be construed to relieve the Contractor from liability in excess of such coverage nor shall it preclude the State from taking such other actions as are available to it under other provisions of the Contract or otherwise in law or equity.
- 1) The insurance to be provided by the contractor shall be as follows:
 - a. a Commercial General Liability policy as broad as the standard coverage forms in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverageThe limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
 - b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit

- c) Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$1,000,000 BODILY INJURY, EACH OCCURRENCE
\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

- d) Professional Liability Insurance. When it is common to the Contractor's profession to do so, the Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out of the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
- 2) The Contractor shall, prior to commencement of the work required under the Contract, provide the Director with a valid original Certificates of Insurance (and a copy thereof to the Agency) as evidence of the Contractor's insurance coverage in accordance with the foregoing provisions. Such certificates of insurance shall specify that the insurance provided is of the types and is in the amounts required in 1(a), (b), (c) and (d) above.

The certificates shall provide for thirty (30) days written notice to the Director and Agency prior to any cancellation, expiration or non-renewal of insurance during the term required in the Contract, extensions and/or modifications thereto. The Contractor shall further be required to provide the Director with valid original certificates of renewal of the insurance (and a copy thereof to the Agency) upon the expiration of the policies. The Contractor shall also, upon request, promptly provide the Division and/or Agency with copies of each policy required under these Standard Terms and Conditions and the Contract, certified by the agent or underwriter to be true copies of the policies provided to the Contractor. All certificates and copies of insurance policies shall be forwarded to the State's address as listed herein.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance valid for a period of time less than the period during which the Contractor is required by the terms of these Standard Terms and Conditions and the Contract to maintain insurance, i.e. two (2) years after the expiration of the Contract, said certificates shall be acceptable, but the vendor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time so that the Agency is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

In the event the Contractor fails or refuses to renew any of its insurance policies as necessary, or any policy is canceled, terminated or modified so that the insurance does not meet the requirements of these Standard Terms and Conditions or the Contract, the State and/or Agency may refuse to make payment of any further amounts due under the Contract or refuse to make payments due or coming due under other agreements between the Contractor and the State. The State, in its sole discretion, may use funds retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when the required insurance is not in effect, the Director may, at the Director's option, either suspend work under the Contract or proceed to default the Contractor and thereby rescind the contract award.

- J) **AVAILABILITY OF RECORDS:** The Contractor shall maintain and retain weekly payroll, overhead, cost and accounting records and all other records related to the services performed on the Project, including expenses pertaining to additional services required by the State on the Project. Such records shall be maintained and available for the State's and/or Agency's inspection as to all aspects of the work, whether performed by the Contractor or any independent firms. These records shall be kept in accordance with generally accepted accounting principles and practices for a period of three (3) fiscal years after the expiration of the State's fiscal year in which the Contract expires or in which final payment is received by the Contractor under the Contract, whichever occurs later. (The State's fiscal year is from July 1 through June 30) The Director has the right to request, and Contractor agrees to furnish free of charge, all information and copies of all records which the Director requests. The Contractor shall allow the Director and/or Agency to visit the office(s) of the Contractor periodically, upon reasonable notice, in order to review any document related to the Contract or to otherwise monitor work being performed by the Contractor pursuant to the Contract. Any failure by the Contractor to maintain or produce such records or to otherwise cooperate with the Director and/or Agency may be, at the Director's discretion, cause for rescission of the contract award and/or suspension or debarment of the Contractor from State contracts.

- K. **DATA CONFIDENTIALITY:** All data contained in documents supplied by the State or Agency after the award of the Contract, any data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not) are to be considered confidential and shall be solely for the use of the provider of the information. The Contractor is required to use reasonable care to protect the confidentiality of the data including, but not limited to, requiring incorporation of this term into its contract with its subcontractor(s), if any. Any use, sale or offering of this data in any form by the Contractor, its employees, subcontractors or assignees will be considered a violation of this contract and will cause the infraction to be reported to the State Attorney General for possible prosecution. Penalties for violations of such guarantees include, but are not limited to, rescission of the contract award and/or legal action without the State being liable for damages, costs and/or attorney fees. The Contractor shall be liable for any and all damages arising from its breach of this confidentiality provision.
- L. **NO WAIVER OF WARRANTIES OR REMEDIES AT LAW OR EQUITY:** Nothing in the Contract shall be construed to be a waiver by the State or Agency of any warranty, expressed or implied, except as specifically and expressly stated in a writing executed by the Director. Further, nothing in the Contract shall be construed to be a waiver by the State or Agency of any remedy available to the State or Agency under the Contract, at law or equity except as specifically and expressly stated in a writing executed by the Director.
- M. **OWNERSHIP OF MATERIAL:** All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire" i.e. the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- N. **PUBLICITY:** Publicity and/or public announcements pertaining to the project shall be approved by the Agency prior to release

IV. CONTRACTUAL RELATIONSHIP:

- A. **ASSIGNMENT:** The Contractor shall not assign or transfer its obligations or rights under the Contract without the prior written consent of the Director. Any assignment or transfer of the Contractor's rights under the Contract without the prior written consent of the Director shall not relieve the Contractor of any duty, obligation or liability assumed by it under the Contract and shall be cause for rescission of the contract award.
- B. **MERGERS, ACQUISITIONS AND DISSOLUTION:**
 - 1) **Merger or Acquisition:** If, subsequent to the award of any contract resulting from the Agency Request, the Contractor shall merge with or be acquired by another firm, for purposes of this contract only, the documents set forth below must be submitted to the Director for approval within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in rescission of the contract award for cause. Any such merger or acquisition will require the assignment of the Contract pursuant to the provisions related thereto set forth herein.
 - a) Corporate resolutions prepared by the awarded Contractor and new entity ratifying acceptance of the Contract terms, conditions and prices, as may be amended
 - b) State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to the provisions contained herein
 - c) Vendor Federal Employer Identification Number
 - d) **Ownership Disclosure:** Within thirty (30) days after any merger or acquisition, the Contractor must disclose the names and addresses of all of its owners and potential owners which hold or may acquire 10% or more of its stock or interest. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed. Compliance with this provision does not give rise to any rights to the Contract to the acquirer or resulting entity (in the case of a merger) without the written consent of the Director.

- 2) **Dissolution:** If, during the term of the Contract, the Contractor's partnership, joint venture or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director, in writing, the names of the parties proposed to perform the contract and the names of the parties to whom payment should be made. No payment will be made until all parties to the dissolved partnership, joint venture or corporation submit the required documents to the Director. If the Contractor is (1) a corporation, it must provide a copy of the corporate resolution to dissolve; (2) a partnership, the written statement of the partnership, general partner, receiver or custodian thereof that the partnership has dissolved; and (3) a joint venture, the written agreement of the principal parties thereto to dissolve the joint venture.

- C. **NOTICE:** The Contractor shall promptly provide notice to the Director and Agency of all information related to its merger, acquisition and/or dissolution.

V. **ADDITIONAL TERMS:**

- A. **CONTRACT AMOUNT:** The estimated amount of the contract(s), when stated in the Agency Request, shall not be construed as either the maximum or minimum amount which the State and/or the Agency shall be obligated to order or expend as the result of the Agency Request or any contract entered into as a result of the Agency Request.

- B. **PERFORMANCE SECURITY:**

- 1) **Performance Security:** If performance security is required in the Agency Request, the successful bidder shall furnish performance security in such amount on any award of the Contract or line item purchase. See, N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:
 - a) an irrevocable security in the amount listed in the Agency Request payable to the Treasurer, State of New Jersey, binding the Contractor to provide faithful performance of the Contract; and
 - b) a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey, as beneficiary issued by a federally insured financial institution
 - c) the amount of the performance security will be stated on the cover sheet to the Agency Request. If the requirement for performance security is expressed as a percentage, security will be required only if the total amount of the Contract exceeds \$250,000.

The Performance Security must be submitted to the Director within thirty (30) days of the effective date of the contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in rescission of the contract award for cause and nonpayment for work performed.

- C. **TIME PERIODS:** The Director may extend or shorten any time period specified in the Contract for good cause. Moreover, when, in the discretion of the Director, non-performance by the Contractor may affect the health, safety or welfare of the State, the Director may dispense with any time period specified Paragraph VII B herein.

- D. **TAX CHARGES:** The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- V. **MANDATORY COMPLIANCE WITH LAW:** The Contractor's compliance with the legal requirements set forth in this paragraph as well as any other applicable laws, regulations or codes is mandatory and cannot be waived by the State, the Director, the Division or the Agency. The list of laws, regulations and/or codes cited herein is not intended to be an exhaustive list and is available for review at the State Library, 185 W. State Street, Trenton, New Jersey 08625.

A. **BUSINESS REGISTRATION:**

- 1) All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.
- 2) Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, shall be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services.html
- 3) Before performing work under the contract, all sub-contractors of the contractor must provide to the contractor proof of New Jersey business registration. The contractor shall forward the business registration documents on to the using agency

B. **AFFIRMATIVE ACTION:** The Contractor shall not discriminate in employment and agree to abide by all antidiscrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, inclusive, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-38 and all rules and regulations issued thereunder as set forth in the attached Supplement to Bid Specifications

C. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall abide by the provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq

D. **PREVAILING WAGE ACT -** The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

- 1) **PUBLIC WORKS CONTRACTOR REGISTRATION ACT -** The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lssc/lspubcon.html>.

E. **OWNERSHIP DISCLOSURE:** Pursuant to N.J.S.A. 52:25-24.2, contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of the bid submission, the bidder disclosed the names and addresses of all of its owners holding 10% or more of the corporation or partnership's stock or interest during the term of the Contract. The Contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed.

F. **BIDDER'S WARRANTY:** By submitting a proposal in response to the Agency Request, the bidder warrants and represents that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. The penalty for breach or violation of this provision may result in rescission of the contract award without the State being liable for damages, costs and/or attorney fees or, in the Director's discretion, a deduction from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

G. **MACBRIDE PRINCIPLES:** The Contractor shall comply with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:34-12.2

H. **CODES:** The Contractor shall comply with the requirements of the New Jersey Uniform Commercial Code, the latest National Electrical Code, Building Officials & Code Administrators International, Inc. (B.O.C.A.) Basic Building Code and Occupational Safety and Health Administration to the extent applicable to the Contract

- I. **P.L. 2004, C.57.** The contractors and its subcontractors must comply with P.L. 2004, C.57, which requires the contractor and its subcontractors to collect and remit applicable State use tax to the New Jersey Division of Taxation on the sale of all goods and services in the State of New Jersey subject to the provisions of the "Sales and Use Tax Act." P.L. 1966, C.30 (N.J.S.A. 54:32B-1 et seq.).
- J. **COMPLIANCE WITH NJSA 19:44A-20.13 ET SEQ.** All contractors are required to comply with the "pay to play" disclosure requirements set forth in the statutes. Compliance requires the contractor to submit the Executive Order 134 Certification and Disclosure (DPP134-C & D). In addition, the contractor is under a continuing duty to disclose during the time of the contract all contributions made during the term of the contract covered under the statute. Towards satisfying that duty, the contractor shall submit the Continuing Disclosure of Political Contributions (DPP134-CD) when required under the statute. Failure to comply with any of the requirements of the statute may result in the termination of the contract. All forms and instructions are available on the Division of Purchase and Property web-site: <http://www.state.nj.us/treasury/purchase/forms.htm>.
- K. **COMPLIANCE WITH REQUIREMENTS OF NJSA 52:34-13.2.**
- 1) NJSA 52:34-13.2 requires that all contracts that are "primarily for the performance of services" shall be performed within the United States. This provision applies to all contractors and sub-contractors performing such contracts for the State. This provision is not applicable to a contract that is "primarily for the performance of services" if:
- a) the Director, Division of Purchase and Property or the Director, Division of Property Management and Construction certifies in writing a finding that a service is required by the Executive Branch of the State and that the service cannot be provided by a contractor or sub-contractor within the United States and the certification is approved by the State Treasurer; or
 - b) the Director, Division of Purchase and Property, or the Director, Division of Property Management and Construction, certifies in writing that the inclusion of the provision set forth within the statute for a contract would violate the terms, conditions, or limitations of any grant, funding or financial assistance from the federal government or any agency thereof, and the certification is approved by the appropriate approval officer.
- 2) **SOURCE DISCLOSURE REQUIREMENTS**
- Pursuant to NJSA 52:34-13.2, all vendors seeking a contract with the State of New Jersey must disclose:
- a) The location by country where services under the contract will be performed; and
 - b) The location by country where any subcontracted services will be performed.
- Accordingly, the vendor should submit the Source Disclosure Certification Form filled out with the sourcing information required for it and any proposed subcontractor under the contract with the State. If the information is not submitted with the vendor's proposal, it shall be submitted within five (5) business days of the State's request for the information.
- FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE VENDOR.**
- 3) **BREACH OF CONTRACT**
- A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.**
- If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section VII B (3) (c) of the Waivered Contracts Standard Terms and Conditions, unless the Director shall have first determined in writing that the service can not be performed in the United States.

- L. **SET-OFF FOR STATE TAXES AND CHILD SUPPORT:** Pursuant to N.J.S.A. 54:49-19, if the Contractor is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.
- M. **STANDARDS PROHIBITING CONFLICTS OF INTEREST:** The following prohibitions on vendor activities shall apply to all contracts and purchase agreements made with the State or Agencies:
- 1) No Contractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Contractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i of any such officer or employee, or partnership, firm or corporation with which they are employed or associated or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
 - 2) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
 - 3) No Contractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Contractor to, any State officer or employee or special State officer or employee or having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding the present or proposed relationship does not present the potential, actual or appearance, of a conflict of interest.
 - 4) No Contractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
 - 5) No Contractor shall cause or influence, or attempt to cause or influence, any State officer or employees or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
 - 6) The provisions cited in this paragraph shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Contractor under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines in the Executive Commission on Ethical Standards may promulgate under the provisions contained herein.
- N. **SUBCONTRACTORS:** A vendor that will subcontract any of the work or services to be provided under the contract shall submit with its proposal to the agency a **Notice of Intent to Subcontract** form located on the Advertisèd Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/forms/SubContracting.pdf>
- O. **P.L. 2005, C 271.** Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elect.state.nj.us/

VII PROJECT SUSPENSION AND RESCISSION OF THE CONTRACT AWARD:

A. SUSPENSION OF PROJECT: If, for any reason, the project for which the Contractor's services were contracted should be suspended, the Director may suspend this contract upon seven (7) days written notice to the Contractor. Upon receipt of such notice, unless otherwise directed in writing by the Director, the Contractor shall immediately discontinue all work under the Contract. Upon such notification the Contractor shall be paid a proportion of the fee which the services actually and satisfactorily performed by it shall bear to the total services completed under the Contract, less payments previously made. The State may order that the work on the project be stopped temporarily, and upon seven (7) days written notice from the Director, the Contractor shall cease all work on the project except as necessary to properly secure the project. If the State directs that the work on the project resume within six (6) months, the Contractor shall be obliged to complete the project for the basic fee provided for in this contract, plus additional compensation for any work necessitated by the stop order as approved by the Director in writing.

However, in the event that services are scheduled to end either by contract expiration or by rescission of the contract award by the Director (at the State's discretion), it shall be incumbent upon the Contractor to continue the service if requested by the Director to do so, until new services, if any, are completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration or rescission date of the existing contract, except by agreement of the parties. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the Director

B. RESCISSION OF THE CONTRACT AWARD: The Director may rescind the contract award at any time during the duration of the Contract, without penalty, subject to the following provisions:

- 1) For Convenience: Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Agency Request for the convenience of the State, upon no less than 30 days written notice to the contractor.
- 2) For Cause:
 - a) Where a Contractor fails to perform or comply with the Contract and/or fails to comply with the complaints procedure set forth in N.J.A.C. 17:27-4.1, et seq., the Director may rescind the contract award upon ten (10) days notice to the Contractor with an opportunity to protest said rescission and/or request an informal hearing. If the Contractor protests, the Director will complete the informal hearing, if necessary, and issue a final agency decision regarding rescission of the contract.
 - b) Where a Contractor continues to perform a contract poorly as demonstrated by one or more formal complaints resolved against it, the Director, or the Director's designee, may issue a Notice of Intent to Rescind the Contract Award with a ten (10) day opportunity for the Contractor to protest such rescission and/or request an informal hearing. If the Contractor protests, the Director will complete the hearing, if necessary, and issue a final agency decision regarding rescission and related issues including, but not limited to, damages payable to the State, subject to Paragraph VII B(5).
 - c) The Director's right to rescind the contract award for cause includes any reason set forth in any other provision contained in the Contract
 - d) The failure of a Contractor to respond to the Director's notice of intent to rescind the contract award within the ten (10) day period automatically converts said notice into a final agency decision without further action of the Director
 - e) The Director's right to rescind the contract award for cause includes the Contractor's performance on any other State contract, a violation of state or federal law (as demonstrated by the Contractor's admissions of same or a final decision of an appropriate decision-making body), or any reason related to the ability of the contractor to fulfill its contractual obligations. The Director may also rescind any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 3) In cases of emergency, the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- 4) Upon a rescission of the contract award under this or any other paragraph herein, the Contractor shall be entitled to receive as full compensation for services rendered to the date of rescission that portion of the fee which the services actually and satisfactorily performed by it, as determined by the Director, shall bear to the total services contemplated under this contract, less payments previously made.

- 5) Except for termination of the contract by the Director for convenience, upon rescission of the contract award, the Director may acquire the services which are the subject of the Contract from another source and may charge the Contractor whose contract award has been rescinded the difference in price, and the said Contractor shall be liable for same.
- 6) All protests of the Director's intent to rescind a contract award must be accompanied by a statement of the factual and/or legal basis of the protest and copies of all documents which the Contractor believes support its position.
- 7) If Director determines that an informal hearing is required, said informal hearing shall be conducted by the Director, or the designee thereof, prior to the issuance of the final agency decision regarding the interpretation of the Contract, Contractor performance and/or rescission of the contract award.


VIII. CONTRACTOR COMPENSATION:

- A **PAYMENT TO CONTRACTOR:** The Contractor is authorized to submit invoices monthly for tasks and/or sub-tasks satisfactorily completed. However, payment for goods and/or services purchased by the State or Agency will only be made against Official New Jersey Payment Voucher along with supporting documentation substantiating that the work has been satisfactorily completed. Invoices must reference the tasks and/or sub-tasks detailed in the scope of work and must be in strict accordance with the firm fixed prices submitted for each task and/or sub-task of the Contract and shall otherwise be in accordance with the terms of the Contract. The State bill form in duplicate together with the original Bill of Lading, express receipt or other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the Agency. Notwithstanding Section VIII B, payment will not be made until the Agency has approved payment.
 - B **NEW JERSEY PROMPT PAYMENT ACT:** The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32, et. seq. requires State agencies to pay for goods and services within sixty (60) days of the Agency's receipt of a properly executed New Jersey Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the Division prior to processing any payments for goods and services accepted by the State and/or the Agency. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid unless it exceeds \$5.00 per properly executed invoice. A good faith dispute creates an exception to the Prompt Payment Act. Except as noted above, cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.
 - C **AVAILABILITY OF FUNDS:** The State's obligation to make payment under the Contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are made available each fiscal year to the using agency by the State Legislature.
 - D **RETAINAGE:** If retainage is required on the Contract, the State and/or Agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the Contractor and acceptance by the Agency of all services, deliverables or work products required by the Contract.

For ongoing term contracts, the Agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the Agency will review the Contractor's performance and if performance has been satisfactory, the Agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the Contractor after certification by the Agency's project manager, if any, that all services have been satisfactorily performed.
- IX. **NOTICES:** All notices required under this contract shall be in writing and shall be validly and sufficiently served by the Agency and/or Division upon the Contractor, and vice versa, if addressed and mailed by certified mail to the addresses set forth in the Contract.
- X **CLAIMS:** The following shall govern claims made by the Contractor against the State concerning interpretation of the Contract, Contractor performance and/or rescission of the contract award:

All claims asserted against the State and/or Agency by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

XI **APPLICABLE LAW:** This agreement and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles



I HEREBY ACCEPT THE TERMS AND
CONDITIONS OF THIS AGREEMENT

NAME John Ramsay

TITLE President

COMPANY NAME CrowderGulf, LLC

DATE 01/14/13

EXHIBIT B

**REQUEST FOR QUOTATIONS
FOR
WATERWAY DEBRIS REMOVAL SERVICES**

REVISED January 15, 2013

**Issued by the
State of New Jersey
Division of Purchase and Property**

IMPORTANT DATES

Date Issued:	Friday, January 11, 2013
Questions Due:	Monday, January 14, 2013 at 3:00 PM
Answers to be Posted:	Tuesday, January 15, 2013 at 3:00 PM
Proposals Due:	Friday, January 18, 2013 at 3:00 PM

ALL TIMES ARE EASTERN STANDARD TIME

**New Jersey Department of the Treasury
Division of Purchase and Property
Proposal Receiving Room
33 West State Street, 9th Floor
P.O. Box 230
Trenton, NJ 08625-0230**

**REQUEST FOR QUOTATIONS (“RFQ”)
FOR
WATERWAY DEBRIS REMOVAL SERVICES**

1.0 PURPOSE AND INTENT

This RFQ is issued by the Procurement Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Environmental Protection (“NJDEP”). The purpose of this RFQ is to solicit proposals from interested qualified firms and award up to three contracts to provide FEMA-compliant waterway debris removal services to the State, which will direct the prioritization of the location of these services to the Contractor.

The intent of this RFQ is to award a contract to up to three responsible and qualified bidders whose proposal(s), conforming to this RFQ, is/are most advantageous to the State, price and other factors considered. The State intends that this work to be performed pursuant to a contract between the State and up to three waterway debris removal contractors will be utilized by NJDEP for purposes of identifying debris submerged in waterways, removing debris from State-owned waterways, disposing or recycling of the debris, and dredging sand and redistributing it on the coastal barrier islands. The State will assume ownership of the debris upon collection and removal, including proceeds from recycling or other disposal. The State may award one or more, up to three, contracts for waterway debris removal services if deemed in the State’s best interest, price and other factors considered.

It is the State’s intent to ensure that all work performed pursuant to this RFQ is eligible for FEMA Public Assistance grant funding and performed in accordance with FEMA regulations, policies and guidance. Qualified firms shall either possess a New Jersey A-901 license or be willing to apply for such licensure within 48 hours of contract award with the N.J. Department of Environmental Protection, pursuant to N.J.S.A. 13:1E-1 et seq., N.J.A.C. 7:26-3.2 and N.J.A.C. 7:26G-7. The A-901 license must be possessed by the Contractor; this requirement cannot be assigned to a subcontractor. Qualified firms shall also possess all necessary and applicable licenses and permits to operate equipment and vessels related to waterway debris removal, which shall be provided to the State Contract Manager prior to the commencement of work on this contract.

1.1 BACKGROUND

The State of New Jersey suffered catastrophic damage as a result of Superstorm Sandy, which resulted in an extensive amount of debris being washed into the State’s waterways. Based on field observations and aerial reconnaissance, the State has identified eleven (11) Zones (“Zones”) for waterway debris removal and has ranked them in terms of anticipated volume of debris, complexity of debris removal operations, and other factors. The North Region is comprised of Zones 1-2, the Central Region is comprised of Zones 3-7 and the South Region is comprised of Zones 8-11. The Zones are described below in order of decreasing priority. A State map with Zone placement can be found at Attachment B. Additional maps of the Zones are located on NJDEP’s Waterway Debris Resources website at <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm>

NORTH REGION:

- ZONE 1 – Metro: from Outer Bridge Crossing north to the State border

- ZONE 2 – Raritan Bay: Northern bank of Navesink River up to the Outer Bridge Crossing

CENTRAL REGION:

- ZONE 3 – Monmouth County Coastal Tidal Streams: All of Navesink River (and tributaries) south to and including all of the Manasquan River (and all tributaries)
- ZONE 4 – Barnegat Bay North: Southern bank of Manasquan River south to the Northern Border of Normandy Beach
- ZONE 5 – Mid Barnegat Bay A: Northern border of Normandy Beach to Route 37 bridge
- ZONE 6 – Mid Barnegat Bay B: Route 37 bridge to southern tip of Island Beach State Park
- ZONE 7 – Southern Barnegat Bay: Southern tip of Island Beach State Park to Route 72 Bridge

SOUTH REGION

- ZONE 8 – Little Egg Harbor A: Route 72 bridge to southern border of Beach Haven
- ZONE 9 – Little Egg Harbor B: Southern border of Beach Haven to southern tip of Long Beach Island
- ZONE 10 – Great Bay: Southern tip of Long Beach Island to northern border of Brigantine Inlet
- ZONE 11 – Southern Zone: Northern border of Brigantine Inlet to the Delaware Memorial Bridge (Route 295), includes Atlantic (south of Brigantine Inlet), Cape May, Cumberland, and Salem (south of bridge) Counties.

Zones shall extend inland to the farthest extent of the tide surge for Superstorm Sandy as defined by FEMA at <http://fema.maps.arcgis.com/home/index.html>

(Interim High Resolution Surge Area – Field Verified November 11, 2012, New Jersey Interim High Resolution Surge Area)

Priority A: Based on aerial reconnaissance, field observations and other information, the State anticipates that these areas will have the largest volumes of submerged and floating debris in the bay and the near shore areas of tidal streams (including sand) and that debris removal will have a high level of complexity. The State has no information at this time about the nature, volume or locations of waterway debris in tidal streams farther inland. The debris in the Zones will include, but not be limited to, the debris noted below,

- ZONE 4 - Barnegat Bay North: In this area, 58 houses were destroyed in Mantoloking and approximately 45 houses were significantly damaged. Debris from those houses is believed to be in Barnegat Bay, nearby streams and marshes. In addition, 8 vehicles are missing from Mantoloking. Further, breaches of the dunes resulted in deposition of sand from the beach/ocean into Barnegat Bay. The volume of sand deposited in Barnegat Bay in this Zone is unknown, but could be close to 1,000,000 cubic yards. The State anticipates that the submerged and floating debris in this Zone will consist of, without limitation, household contents, structural material, small to large size pieces of structures, whole structures, exterior residential contents (patio furniture, grills), docks, vessels, vehicles, telephone poles, vegetative debris and sand.

- **ZONE 5 - Mid Barnegat Bay A:** In this area, structural damage was less severe than in Barnegat Bay North, but still substantial. The State anticipates that the submerged and floating debris in this Zone will consist of, without limitation, household contents, structural material, small to large size pieces of structures, exterior residential contents (patio furniture, grills), docks, vessels, telephone poles, vegetative debris and sand.
- **ZONE 8 – Little Egg Harbor A:** At least 10 lagoons in the Tuckerton area have submerged debris (types unknown). According to reports from FEMA, 32 homes are missing in this area and at least 10 homes are in the lagoons. Additionally, approximately 7 lagoons in the Stafford Township area are known to have submerged debris (type unknown).
- **ZONE 9 – Little Egg Harbor B:** Some towns in this part of Long Beach Island experienced significant structural damage (e.g., Holgate).

Priority B: Based on aerial reconnaissance, field observations and other information, the State anticipates that this area will have moderate levels of submerged and floating debris in the bay and the near shore areas of tidal streams (including sand) and that debris removal will have a moderate degree of complexity. For this Zone, the State anticipates that the submerged and floating debris in this Zone will consist of, without limitation, household contents, structural material, small to large size pieces of structures, exterior residential contents (patio furniture, grills), docks, vessels, vegetative debris and sand. The State has no information at this time about the nature, volume or locations of waterway debris in tidal streams farther inland.

- **ZONE 6 - Mid Barnegat Bay B**

Priority C: Based on aerial reconnaissance, field observations and other information, the State anticipates that these areas will have low/moderate levels of submerged and floating debris in the bay and the near shore areas of tidal streams (including sand) and that debris removal will have a moderate degree of complexity. For each of these Zones, the State anticipates that the submerged and floating debris in each of the following Zones will consist of, without limitation, household contents, structural material, small to medium size pieces of structures, exterior residential contents (patio furniture, grills), docks, vessels, vegetative debris and sand. The State has no information at this time about the nature, volume or locations of waterway debris in tidal streams farther inland.

- **ZONE 2 - Raritan Bay**
- **ZONE 3 - Monmouth County Coastal Tidal Stream**
- **ZONE 7 - Southern Barnegat Bay**

Priority D: Based on aerial reconnaissance, field observations and other information, the State anticipates that these areas will have low/very low levels of submerged and floating debris in the bay and the near shore areas of tidal streams (including sand) and that debris removal will have the lowest degree of complexity. For each of these Zones, the State anticipates that the submerged and floating debris in each of the following Zones will consist of, without limitation, household contents, structural material, exterior residential contents (patio furniture, grills), vessels, vegetative debris and sand. The State has no information at this time about the nature, volume or locations of waterway debris in tidal streams farther inland.

- **ZONE 1 – Metro**
- **ZONE 10 - Great Bay**

- ZONE 11 – Southern Zone

The State is requiring that the debris removal and dredging projects be 75% completed **no later than June 1, 2013.**

1.2 PROPOSAL SUBMISSION

For bidders that would prefer to submit their proposal electronically, proposals must be submitted with the subject line **“Waterway Debris Removal and Dredging Services”** to:

Jonathan Wallace
Jonathan.Wallace@treas.state.nj.us

For bidders that would prefer to submit their proposal in hard copy, six (6) copies of the proposal (1 original, 4 copies, and 1 unbound copy) must be submitted marked **“Waterway Debris Removal Services”** and addressed to:

Attn: Jonathan Wallace
Proposal Receiving Room- 9th Floor
Division of Purchase and Property
Department of the Treasury
33 West State Street, P.O. Box 230
Trenton, NJ 08625-0230

Proposals must be received by Friday, January 18, 2013 at 3:00 p.m. Eastern Standard Time.

All respondents must limit their proposals to 50 pages or less at no smaller than 12 point type.

Proposals must include all appendices and required forms, which do not count against the 50 page limit. The forms required for submission with the proposal are set forth below. They may be downloaded from the Division of Purchase and Property’s website, which is located at <http://www.state.nj.us/treasury/purchase/forms.shtml> In the event that an RFQ/RFP number needs to be used on a form, please use **“RFQ-WATERWAY DEBRIS”**.

- Ownership Disclosure Form
- Disclosure of Investigations and Other Actions Involving Bidder Form
- Disclosure of Investment Activities in Iran
- Certification of MacBride Principles and Northern Ireland Act of 1989
- Affirmative Action Employee Information Report or, in the alternative, supply either a New Jersey Affirmative Action Certificate or appropriate evidence that the bidder is operating under an existing federally approved or sanctioned affirmative action program (Letter of Federal Approval Program).
- Waivered Terms and Conditions for Services Contracts
- Subcontractor Utilization Plan
- Source Disclosure Certification Form
- Two-Year Chapter 51/EO 117 Vendor Certification and Disclosure of Political Contributions

- Certification of Non-Debarment (Attachment C)

NOTE: Bidders should also possess, or be in the process of applying for, a New Jersey Business Registration Certificate. A copy of a valid New Jersey Business Registration must be submitted prior to contract award.

Subsequent to bid submission, all information submitted by bidders in response to the solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. Because the State proposes to negotiate and/or pursue a Best and Final Offer, proposals will not be made public until the contract award is approved by the Treasurer's office.

1.3 QUESTION AND ANSWER

The Procurement Bureau will accept questions electronically, pertaining to this RFQ, until **3:00 p.m. EST on Monday, January 14, 2013** from all potential bidders. Questions shall be directed via email to:

Jonathan Wallace
Jonathan.Wallace@treas.state.nj.us

Communications with any other representatives of the State regarding this RFQ are prohibited during the submission and selection processes. Failure to comply with these communications restrictions will result in rejection of a firm's proposal.

The State will not be responsible for any expenses in the preparation and/or presentation of the proposals or for the disclosure of any information or material received in connection with this RFQ.

The State reserves the right to reject any and all proposals received in response to this RFQ, when determined to be in the State's best interest, and to waive minor noncompliance in a proposal. The State further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals in response to this RFQ. In the event that all proposals are rejected, the State reserves the right to re-solicit proposals.

2.0 DEFINITIONS

Contract – This RFQ, any addendum to this RFQ, including Questions and Answers, and the bidder's proposal submitted in response to this RFQ, as accepted by the State.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

District Solid Waste Plan – Solid waste management plan developed by one of the State's 22 Solid Waste Management Districts pursuant to the New Jersey Solid Waste Management Act (N.J.S.A. 13:1E-1 et seq.)

Eligible Debris – Waterway debris as a result of Superstorm Sandy, located within the State's area of legal responsibility or within waters overlying land owned by private entities and for which the State has obtained all necessary authorizations and approvals to enter the property and access the debris, and that meets FEMA eligibility requirements set forth at 44 C.F.R. 206.224

and applicable FEMA policy documents set forth at <http://www.fema.gov/9500-series-policy-publications>

FEMA – The Federal Emergency Management Agency, which administers Public Assistance grant funding for eligible expenditures pursuant to 41 USC §5121, et seq., 44 CFR, Parts 13 and 206 and other published guidance.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, permits, licenses, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Offloading Sites – Area identified and approved by NJDEP for use by Contractor to offload waterway debris collected onto trucks for transport to final disposal site.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – State employee responsible for the approval of all deliverables and the main point of contact for the Contractor.

State Project Manager – A private firm engaged by the State pursuant to a separate procurement to provide overall management services to the State for this project.

Task Order- Order sent from State to Contractor to activate resources to begin a specific waterway debris removal and/or dredging project.

Transaction - The payment or remuneration to the contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, or commission payments.

2.1 ACRONYMS USED THROUGHOUT THIS RFQ

ACM – Asbestos Containing Materials

ADMS – Automated Debris Management System

C&D – Construction and Demolition

EHP – Environmental and Historic Preservation

EPA – Environmental Protection Agency

FEMA – Federal Emergency Management Agency

NESHAP - National Emission Standards for Hazardous Air Pollutants

NIMS – National Incident Management System

NJDEP – New Jersey Division of Environmental Protection

NJMVC – New Jersey Motor Vehicle Commission

NJOEM – New Jersey Office of Emergency Management

OSHA – Occupational Safety and Health Administration

SBE – Small Business Enterprise

SHPO – State Historical Preservation Office

TDMA – Temporary Debris Management Area

ZOM - Zone Operations Manager

3.0 RFQ SCOPE OF SERVICES

This project consists of removing and disposing or recycling of all eligible waterway debris within and around the bays and tidal rivers and the dredging, pumping, screening and redistribution of sand in affected waterways of the State of New Jersey. The Contractor shall remove Eligible Debris from waterways as directed by the State.

The State intends to execute up to three (3) waterway debris removal services contracts to perform FEMA-compliant Superstorm Sandy-related waterway debris removal in State-owned waters. The Contractor(s) holding a waterway debris removal services contract will serve as the General Contractor for the purpose of waterway debris removal and dredging operations, and will be able to use its own and subcontractor resources to meet the obligations of the contract. It is anticipated that the Contractor(s) will utilize subcontractors, with the expectation that those subcontractors will be members of the local workforce whenever possible. The Contractor(s) shall complete a Subcontractor Utilization Plan and will obtain Certifications of Non-Debarment from its subcontractors. (Attachment C). The Division strongly encourages the use of local subcontractors and has set a 25% goal for the use of subcontractors that are registered with the N.J. Division of Revenue as Small Business Enterprises (SBE). Contractors may search for registered SBEs at https://www6.state.nj.us/CEG_SAVI/jsp/vendorSearch.jsp

Debris removed from the waterway shall be sorted prior to or at the time it is removed from Contractor's boats/barges and placed on shore ("Offloading") for final disposal. Transport of waterway debris from the area of Offloading ("Offloading Site") to final disposal site shall be charged according to the debris classification.

Dredging of sand shall not commence until all Eligible Debris overlying the sand is removed.

Freon shall be removed for recycling from white goods prior to hauling to an approved landfill.

The Contractor shall exercise care to avoid destroying aquatic vegetation and shellfish beds when conducting operations pursuant to this Contract. Information about shellfish beds in New Jersey is available at <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm> Appropriate equipment shall be used to minimize damage to marshes, wetlands and aquatic vegetation. Debris shall be removed at low tide whenever feasible.

The Contractor shall be required to follow all applicable Federal, State and local requirements in dealing with the release of oil and/or hazardous substances, and the injury of natural resources. Before commencing any work in the water or in marsh areas, the Contractor shall have an NJDEP-approved plan for avoiding or minimizing physical injury to natural resources while removing debris; avoiding or minimizing releases of hazardous substances or oil while removing debris; characterizing and responding to releases of hazardous substances or oil occurring during debris removal; remediating the release of a hazardous substance or oil, if it occurs; characterizing injuries to natural resources and public use of those resources in the event of a hazardous substance or oil release; identifying potential projects/measures to restore or compensate the public for demonstrated natural resource injuries; and rehabilitate oiled or injured wildlife. Please refer to Attachment D, *Oil and Hazardous Substance Release Response and Natural Resource Injury Assessment* for further guidance.

In responding to releases of hazardous substances, the Contractor must perform work in accordance with applicable federal, state and local law. The Contractor must notify the State immediately of any hazardous spill and must follow all EHP/SHPO requirements.

Nonvegetative debris is solid waste and, therefore, must be transported by A-901 licensed firms in compliance with District Solid Waste Plans. Debris may only be disposed or recycled at facilities authorized by the state in which they are located.

The Contractor shall be knowledgeable of the rules and regulations governing the transport of heavy equipment and oversized loads within New Jersey and across state boundaries.

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

The Contractor, and any subcontractors or lessees, must comply with applicable District Solid Waste Plans, including any requirements set forth in the Plans to utilize designated solid waste disposal facilities or transfer stations. The NJDEP or the County can waive District solid waste flow control requirements. Summaries of District Solid Waste Plans are set forth at the NJDEP website: www.nj.gov/dep/dshw/recycling/03cplsum.htm

The Contractor must be duly licensed to perform the work in accordance with Federal and State statutes, regulations, guidance, and District Solid Waste Plans. The Contractor shall obtain all Federal, State and local permits and licenses necessary to complete the work prior to commencing work under this contract. The Contractor shall also be responsible for determining what additional permits are necessary to perform under the contract.

Payment will be made at the unit rates bid.

The Contractor shall be responsible for correcting any violations of applicable law that occur as a result of the Contractor's or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the State.

The Contractor shall be responsible for any damage to private or public property that results from its performance of work pursuant to this Contract. Disagreements regarding damages and liability for damages will be settled through negotiations between the Contractor and the State Contract Manager. The Contractor shall repair damaged areas immediately after the damage

occurs. The affected area or item will be restored to equal or better than its original condition. The Contractor shall supply the State's Project Manager with weekly lists showing all damage claims that have been settled and all claim issues that remain outstanding.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, or local governments or agencies, or of any public utilities or other private Contractor(s).

All work must be performed and records must be maintained in compliance with FEMA law, regulations, guidance and policies, and applicable Federal, State and local law.

The Contractor shall ensure that wherever non-English-speaking crews are utilized, at least one crew supervisor must be fluent in English.

Within 24 hours of contract award by the State, the Contractor will be required to participate in a kick-off meeting with the NJDEP and other State agencies as necessary or prudent, prior to mobilization ("Contractor Kick-Off Meeting"). The Contractor will be required to furnish certain items to the State, including their performance and payment bonds, at this meeting. The initial Task Order will be issued at this meeting. The Contractor shall report on its project execution plans at the meeting and will work with the State Project Manager on supporting a comprehensive master plan for waterway debris removal in the State. The Contractor shall participate in any meetings requested by the State or the State Project Manager necessary to establish plans for execution of work under this Contract, including schedules; budgeting matters; debris estimates; personnel, subcontractor and equipment needs; identification of vessel aggregation areas, vehicle aggregation areas, debris staging areas, disposal/recycling facilities, docks and the like; environmental health and safety matters; and other matters as may be identified by the State or Project Manager.

3.1 CONTRACT ACTIVATION

The State Contract Manager will issue an initial Task Order and provide the Contractor with a prioritized list of debris to be removed by Zone. This Task Order will authorize the Contractor to begin mobilizing the personnel and equipment as necessary to perform the stipulated work and will provide the necessary cost estimate to the State's Project Manager.

Specific work authorizations by the State will be through written Task Orders. Task Orders will define, among other relevant items, the job to be accomplished, location of job, time frame for completion, and prices to be used. (Sample Task Order Form: Attachment E).

The first Task Order from the State will be received by the Contractor at the Contractor Kick-Off Meeting as mentioned in Section 3.0 above. The Contractor shall provide an Operations Manager for each Zone for which the Contractor is performing work pursuant to this Contract ("Zone Operations Manager" or "ZOM"). The ZOM will coordinate all activities of the Contractor within the boundaries of the Zone and with State or the State's Project Manager. The ZOM must be on site within the boundaries of the specified Zone before any debris is removed.

The Contractor shall commence mobilization immediately upon receipt of the initial Task Order, meeting the following progress patterns: 24 hours—25%; 60 hours—75%; and 96 hours—100%, unless otherwise negotiated. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the State may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The Contractor shall

perform in accordance with each Task Order. Each Task Order will be uniquely and sequentially numbered.

Sand displaced as a result of the storm and that is Eligible Debris is also within the scope of this Contract. The Contractor is responsible for determining the actual volume of sand within a Zone that meets the FEMA Eligibility Standards.

The Contractor shall obtain all necessary Right of Entry agreements prior to beginning any work.

All activity associated with debris loading and transporting in public areas shall be performed during visible daylight hours only, unless night transporting is authorized by NJDEP, N.J. Office of Emergency Management ("NJOEM") and/or FEMA ("Night Authorization"). The Contractor will be responsible for determining the method and manner of debris removal operations, consistent with this Contract.

The Contractor shall use only Offloading Sites that are approved by NJDEP. The Contractor shall obtain a list of approved Offloading Sites from the NJDEP prior to mobilization. If the Contractor determines that existing Offloading Sites are insufficient to handle anticipated volumes of debris within the boundaries of the Zone or are otherwise not adequate to support work under this Contract, the Contractor shall work with NJDEP to identify alternate or additional Offloading Sites. Any alternate or additional Offloading Sites must be approved by NJDEP.

The Contractor will be responsible for the lawful disposal and recycling of all debris and any debris reduction byproducts.

The Contractor shall manage debris pickup and offloading operations to coincide with transporting operations during daylight hours, 7 days per week or as defined in the Night Authorization. The Contractor shall be responsible for the mobilization, operations and demobilization at Offloading Sites established or utilized by the Contractor. The Contractor shall also be responsible for the remediation and restoration of Offloading Sites to their pre-use condition.

In the event that an observation tower is needed to monitor Contractor's operations, the Contractor shall utilize a hydraulic scissor lift or prefabricated tower and ensure its safe and proper utilization.

Once debris removal has been completed in a Zone or portion of a Zone, the Contractor must utilize side-scan sonar, LIDAR or other cost-effective and appropriate technology to ascertain that all eligible debris has been removed from the waterway. The Contractor shall provide the State Project Manager with written confirmation of such. Upon receipt of the confirmation, the State may issue a Task Order for sand redistribution in this area, provided that such operations will not interfere with ongoing waterway debris removal.

Some of New Jersey's waterways contain hazardous substances in bottom sediments and/or are sites of active remediation/removal of hazardous substances. Work performed under this Contract shall not interfere with any such remediation/removal work. Information on some of the stream contamination issues in New Jersey can be found at <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm>

Contractor shall notify the NJDEP at least 10 working days prior to commencing work in a stream, and shall comply with any restrictions on access to streams as may be required by the federal government or NJDEP.

3.2 ZONE OPERATIONS MANAGER (“ZOM”)

The Contractor shall assign and provide a Zone Operations Manager (“ZOM”) to report to the State or the State Project Manager for all regional contract coordination issues and to report to the State Project Manager for coordination of all Contractor activities under Task Orders issued in that Zone. The assigned ZOM must be knowledgeable of all facets of the Contractor’s operations and have authority in writing to commit the Contractor. The ZOM shall be on call 24 hours per day, seven days per week, and shall have electronic linkage capability for transmitting and receiving relevant contractual information and making arrangement for on-site accommodations. This linkage shall provide immediate contact via cell phone, fax machine, and have Internet capabilities. The ZOM will participate in daily meetings and disaster exercises, functioning as a source to provide essential information. The ZOM shall be National Incident Management System (“NIMS”) compliant and shall maintain records of such training and provide documentation to this effect. This position will not require constant presence; rather the ZOM will be required to be physically capable of responding to the State or the State Project Manager, within one hour of notification.

3.2.1 REQUIRED REPORTING

The Contractor shall provide the State Project Manager (and any other entity designated by the State or the State Project Manager) a daily report on each Zone in which the Contractor is performing work under this Contract. This report shall be in a format to be specified by the State. Content of daily reports shall be specified by the State, and at a minimum shall include sufficient data to determine (for each Zone and for all Zones combined) quantities of debris removed, by debris type, on a daily and cumulative basis, locations of disposal/recycling/staging of debris, number of crews working, types and numbers of equipment operating, and estimated completion date of debris removal, including closure of any Offloading Sites.

In addition, the Contractor shall report daily to the State Project Manager (and Manager (and any other entity designated by the State or the State Project Manager) on worker safety, including descriptions of any worker injuries, fatalities, and accidents, and the Contractor’s response to such incidents.

The Contractor shall maintain all records related to transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller for review and audit upon request pursuant to N.J.A.C. 17:44-2.2.

3.3 HEALTH AND SAFETY

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

The Contractor, and its subcontractor(s) and/or personnel, shall comply with all applicable Federal, State, County and local safety and health protection codes, laws, ordinances, and rules, and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the State has occurred.

When conducting waterway debris removal and/or sand redistribution and dredging operations, the Contractor shall provide a Health and Safety Officer in each Zone in which the Contractor is performing work under this Contract. This Zone Health and Safety Officer shall be certified in First Aid, CPR, OSHA HAZWOPER, 10-hour OSHA Construction Safety Class and use of an automated external defibrillator ("AED"). These certifications shall be furnished to the State at the Contractor Kick-Off Meeting. A Zone Health and Safety Officer may be used for one or more Zones only with the express authorization of the State Project Manager.

The Zone Health and Safety Officer shall have dedicated access to a small motorboat to perform oversight of waterway debris removal and dredging operations to ensure worker safety. A Zone Health and Safety Officer may be used for one or more Zones only with the express authorization of the State Project Manager.

The Contractor shall perform daily safety inspections. Identified safety and health issues and deficiencies, and the actions, timetable, and responsibility for correcting the deficiencies, shall be recorded on inspection forms. The Contractor shall establish a safety and health deficiency tracking system lists and monitors the status of deficiencies in chronological order. This list shall be updated daily and made available on site.

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

3.4 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract.

The Contractor must be duly licensed to perform all work in accordance with the statutory requirements of New Jersey. The Contractor shall be responsible for determining what permits are necessary to perform the contract. The Contractor shall obtain all permits necessary to complete the work and shall furnish these to the State on or before the date of the Contractor Kick-Off Meeting.

The necessary permits shall include an A-901 license pursuant to the requirements of N.J.S.A. 13:1E-128, 133, and 135. All marine vessel operators shall possess the requisite licenses and permits for their specific vessel. All costs associated with any such licenses, permits and authorizations are the responsibility of the Contractor. The Contractor's use of only A-901 licensed subcontractors is not sufficient to fulfill the Contractor's obligation to hold an A-901 license. A valid New Jersey Business Registration must be furnished to the State prior to contract award. The Contractor shall

apply for an A-901 within 48 hours of contract award. All other permits and licenses must be provided to the State Contract Manager before work can commence.

The Contractor shall also obtain any and all permits and approvals required by the New Jersey Air Pollution Control Act and the regulations promulgated thereunder, N.J.A.C. 7:27-1 et seq., for the operation of stationary equipment (e.g., cranes, grinders, chippers, shredders). Any stationary equipment operated in the performance of this work shall be located at a site to minimize air quality impacts on the surrounding community (e.g., diesel emissions, odor).

3.5 REPORTING AND DOCUMENTATION

The Contractor shall report daily to the State Project Manager, and any other entity designated by the State or the State Project Manager, on worker safety, including descriptions of any worker injuries, fatalities, and accidents, and the Contractor's response to such incidents.

The Contractor shall maintain all records related to transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller for review and audit upon request pursuant to N.J.A.C. 17:44-2.2.

The Contractor shall provide and submit to the State Project Manager all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA and other Federal and State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this Contract.

The Contractor shall be responsible for providing protecting storage of daily or disaster-related documents and reports during the disaster event and shall be available to the State upon request.

3.6 REMOVAL OF WATERWAY DEBRIS

3.6.1 GENERAL REQUIREMENTS

The work shall consist of identifying and removing Eligible Debris from waterways as directed by the State. Every attempt should be made to sort debris by type prior to Offloading. The State will prescribe the specific schedule to be used for waterway debris removal.

The Contractor shall provide all equipment, operators, and laborers for the waterway debris removal operation, as well as personnel to supervise the operation. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this contract. All rates are to be fully costed, inclusive of the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs. The Contractor shall determine the make-up of the removal crew, equipment and labor, for the work identified in this task order. The makeup of the removal crew will be dependent upon site conditions, safety, and the environmental sensitivity of the site. The Contractor shall provide all labor and materials necessary to fully plan, manage, operate and maintain all equipment required for this task order.

The Eligible Debris within the State waterways largely consists of sand, C&D materials, white goods, vessels, vehicles, and vegetative debris. The areas from which this debris is to be removed are identified on the maps in the associated Resource Library at <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm>

The Contractor shall remove all Eligible Debris from waterways as directed by the State, inclusive of sand that has been redistributed as a result of the storm. The Contractor shall make every effort to separate and segregate the debris prior to offloading to land. The debris, once loaded, shall remain the property of the State, unless otherwise negotiated by the Contractor. Any revenue generated from the sale, recycling or disposal of Eligible Debris shall accrue to the State.

The Contractor shall remove storm-damaged vessels or vehicles, floating or submerged, that are identified as Eligible Debris. Upon removal, the Contractor shall deliver the vessels and vehicles to an aggregation site as specified by the State.

The State will make every effort to identify and provide access to Offloading Sites on public property where the debris removed from waterways can be safely removed and loaded into haul trucks for transport to a final disposal site. In the event that the State is unable to secure such access on public property, the Contractor shall pursue leasing options with owners of private property to obtain use as an Offloading Site. Any lease entered into by the Contractor must contain a "hold harmless" clause in favor of the State and federal government. The Contractor will operate the Offloading Sites and only Contractor vehicles and others specifically authorized by the State will be allowed to use the sites. Designated drop-off sites may also be established. The Contractor will be responsible for removing all debris from those sites daily.

3.6.1.1 ZONE WORK PLAN

Prior to commencing work, The Contractor shall submit a detailed debris removal and management "Zone Work Plan" for each Zone in which the contractor is tasked to perform work. Contractor shall submit a "Zone Work Plan" that includes a defined Concept of Operations and Work Strategy, Work Flow, Organizational/Management Structure, Zone Safety Plan, Off Load Points, Dock Facilities and any other project specific items as required by the State Contract Manager or the State Project Manager. Each Zone Work Plan will be submitted to the State Contract Manager or the State Project Manager for approval prior to any debris removal or assessment work being performed. The Zone Work Plan should include a process that includes a detailed description of the projected division of work zones into smaller more manageable work zones and or sub-zones.

3.6.2 BRIDGE TO BRIDGE COMMUNICATIONS

Because this work will occur within a channel with heavy traffic, and in order that radio communication may be made with passing vessels, all tugs or salvage vessels that work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio equipment shall operate on a single channel of very high frequency (VHF) FM, on a frequency suitable for the working environment and having a communication range of approximately ten miles. The frequency has been approved by the Federal Communications Commission. Channels providing navigation communications must be monitored at all times.

3.6.3 HAZARDOUS MATERIAL RESPONSE PLAN

In the event that waterway debris removal operations result in the release of oil and/or hazardous substances into the waterway, Contractor shall immediately contact the State Project Manager, NJDEP and implement the Contractor's approved response plan. See Attachment D for further guidance.

3.6.4 QUALITY ASSURANCE AND MONITORING

The Zone Operations Manager will provide daily grid projections to the State Project Manager showing where work crews will be located. Each Quality Assurance (QA) monitor will be assigned grids and/or points. The assigned QA monitor will verify and document productivity and safety compliance. A Daily Quality Assurance Report will be completed to document work performed by the Contractor.

Other personnel from State and federal agencies may observe contractor crews at work and provide their input, through NJDEP, on quality, efficiency, effectiveness and completeness of the work in progress.

The NJDEP will perform random inspections of grids and points documented as complete by the contractor.

3.6.5 DEBRIS CLASSIFICATION

Once the Contractor has removed debris from a waterway, it will be sorted by type either prior to or at the time of offload to land. The types of debris as defined in N.J.A.C. 7:26-2.13 are shown in parentheses next to each debris category:

- Vegetative Waste (Type 23)
- Construction and Demolition ("C&D") Waste (Type 13C/Type 27A)
- White Goods/Household Appliances (Type 13)
- Scrap Metal
- E-waste

3.6.5.1 VEGETATIVE WASTE

The Contractor is responsible for the disposal of vegetative debris that has been removed from the waterway. Only vegetative debris that poses a threat to public safety shall be removed.

Vegetative debris that has been submerged and is not suitable for recycling may be disposed. Final recycling or disposal of vegetative debris will depend on market needs and opportunities for alternative use (e.g., biomass).

3.6.5.2 CONSTRUCTION AND DEMOLITION ("C&D") DEBRIS

Construction and Demolition ("C&D") debris collected from the waterway shall consist of debris resulting from structural damage to buildings, damage to roads and bridges, and will include items such as aggregate (asphalt, brick, concrete), wood (both clean and treated), roofing and siding materials, wallboard, metals, carpeting and flooring, insulation, glass, tile, window coverings, plastic pipe, heating and ventilating materials/components, air conditioning systems and their components, light fixtures, furnishings and fixtures.

Separate specifications are set forth below for scrap metal, aggregate waste (asphalt, brick, concrete) and white goods that can be separated from C&D debris.

Known or suspected asbestos containing material ("ACM") should be segregated from other debris and Contractor shall manage such material in compliance all applicable Federal, State and local laws.

3.6.5.3 AGGREGATE

Aggregate consists of asphalt, brick, and concrete.

The Contractor shall load, transport, and dump broken brick, block, concrete, and asphalt to a disposal facility authorized to accept such material or to an NJDEP approved Class B recycling facility, or if outside of New Jersey, to a facility authorized by the jurisdiction.

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

3.6.5.4 WHITE GOODS/HOUSEHOLD APPLIANCES

White Goods/Household Appliances are a category of scrap metal and include appliances such as stoves, refrigerators, freezers, dishwashers, washers, dryers, microwaves, air conditioners, other similar types of appliances. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils.

The Contractor shall comply with applicable Federal, State and local laws concerning refrigerants, mercury, or compressor oils. Documentation of proper disposal must be provided to the State Project Manager.

White goods removed from waterways may be staged at a temporary staging area approved by the State or transported directly to final recycling/disposal facility. The Contractor shall remove and recover Freon from any white goods at the Offloading Site or final recycling/disposal facility in accordance with all Federal, State, and local environmental and safety regulations and laws. Contractor shall load and transport from an Offloading Site for final recycling and/or disposal all white goods only after removal of Freon has occurred. Only a Contractor certified in accordance with 40 CFR Part 82, Sections 150 through 166 shall remove chlorofluorocarbon liquid (CFC). White goods shall be brought to a scrap metal recycling facility. The Contractor shall make a distinguishing mark on each white good indicating that the Freon has been removed and recovered. The Contractor shall maintain all licenses and records to perform and document said work.

3.6.5.5 SCRAP METAL

Scrap Metal refers to ferrous metals such as structural steel and steel framing members and non-ferrous metals such as wiring/conduit, plumbing (pipes and fixtures) and HVAC materials (ductwork, motors). White goods are considered as scrap metal, but are described separately herein. The Contractor shall segregate scrap metal prior to or at the time of offload and may store it in a temporary staging area approved by the State or bring it directly to a scrap metal processor located in the state. Scrap metal containing motors shall be drained of all liquids

prior to transport to a disposal facility and managed appropriately. Revenues generated from recycling of scrap metal shall accrue to the State.

3.6.6 SAND

The Contractor shall remove sand from Superstorm Sandy that would constitute Eligible Debris. The State will issue task orders to the Contractor for sand removal, requiring that the depth of a navigable waterway be restored to a depth of the maximum draft of the largest vessel to traverse the waterway plus 2 feet. The State may require the Contractor to redistribute such sand

Sand that has been determined through analytical testing to be uncontaminated and is otherwise suitable for placement on beaches shall be restored (e.g., screened) by the Contractor to pre-storm beach quality. The Contractor may be directed by the State to transport the sand to a designated beach. The Contractor shall offload the sand onto the beach. Further action by the Contractor will be limited to rudimentary placement on the beach, either through spreading or placement in berms. Contractor shall be responsible for disposition of materials screened or otherwise removed from sand, and the State may designate locations for disposition of such material.

Sand that has been contaminated with silt and other deposits will be disposed of at an alternate disposal site as directed by the State.

Sand exhibiting visible or known traces of petroleum or chemical spills shall be placed in weather-tight containers, such as a covered and lined roll-off or inter-modal container. If these containers must be stored temporarily, they should be placed on an impervious surface, such as a concrete or asphalt parking lot. This material may be transported to a staging area until final disposal or reuse has been determined. If necessary, analytical testing shall be performed to determine if the material can be reused or must be disposed.

If sand in waterways has been impacted by a spill or other activity that results in the release of a pollutant into the underlying sediments, the Contractor shall sample the sand to characterize it for appropriate disposition as follows:

Depending on the volume of material to be dredged, one (1) core location shall be collected per each 1,000 cubic yards of material to be removed. The depth of the sample shall be to the proposed removal depth. For analytical purposes, a maximum of three (3) core locations may then be composited for analysis of the material for contaminant concentrations.

Each composite or individual core location (if total volume removed is less than 2,000 cubic yards) shall be analyzed for the following target analytes:

- Semi-volatile organics (Method 8270C)
- Metals (Method 6010B), Mercury (Method 7471)
- Pesticides (Method 8081A)

The Contractor must meet the sampling and data quality assurance/quality control guidance and reporting requirements as required by Appendix B of the Department's Dredging Technical Manual. See http://slic.njstatelib.org/slic_files/digidocs/r588/r5881997.html

Any sand or other sediment that has accumulated in barges or other vessels used to transport debris may be removed from the scow and placed in a temporary stockpile area on land. Said stockpile areas should be designed with all the necessary soil and sediment control features (hay

bales, silt fencing, etc.) to control the release of any free water from the dredged material. The following sampling plan should be utilized for the characterization of the material for management at an appropriate disposal facility.

Depending on the volume of material stockpiled, one (1) sample shall be collected per each 1,000 cubic yards of material on-site. Each sample shall be taken to the depth of the pile. For analytical purposes, a maximum of three (3) samples may then be composited for analysis of the material for contaminant concentrations.

Each composite or individual core location (if total volume removed is less than 2,000 cubic yards) shall be analyzed for the following target analytes:

- Semi-volatile organics (Method 8270C)
- Metals (Method 6010B), Mercury (Method 7471)
- Pesticides (Method 8081A)

The designated contractor must meet the sampling and data quality assurance/quality control guidance and reporting requirements as required by Appendix B of the Department's Dredging Technical Manual. See http://slc.njstatelib.org/slic_files/digidocs/r588/r5881997.html

3.6.7 HUMAN REMAINS

If suspected human remains (defined as dead bodies, tissue and/or teeth and bones) are found during the debris removal process, the Contractor shall immediately stop all operations in the area where the remains were found and shall notify the ZOM. The ZOM shall notify the local police department and State Project Manager of the situation and shall coordinate any required actions by the Contractor in response to police department direction. The police, with support of the medical examiner, if necessary, will properly document the situation and collect the remains and other items deemed appropriate. Operations may resume once the police notifies the ZOM that the site has been cleared.

3.6.8 MATERIALS IMPACTED BY RELEASE OF HAZARDOUS SUBSTANCES

Such materials shall be managed pursuant to the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (as amended) and the regulations promulgated thereunder, as well as applicable NJDEP guidance for addressing such materials.

The methods of handling and transporting these wastes from the site are the responsibility of the Contractor.

Except as otherwise required by applicable law, materials impacted by a release of hazardous waste or hazardous substances, once identified by private owners or State and local officials, must be segregated from other disaster-generated waste, stored separately, and ultimately transported to an appropriate permitted facility for treatment or disposition.

If hazardous or unknown materials such as lead, PCBs, solvents, pesticides, pool chemicals, industrial grade cleaning solutions, etc. are discovered during cleanup, the materials should be staged separately and with secondary containment to collect leaks and prevent further mixing with other hazardous waste or incompatible chemicals. To the extent possible, the Contractor will assist with segregating the material from the rest of the cleanup.

3.6.9 ELECTRONIC WASTE (“E-WASTE”)

Electronic Waste (E-Waste) includes items such as stereos, televisions, VCRs, DVD players and computers and peripheral accessories, telephones, and other devices. The Contractor shall collect E-Waste and transport it to either a TDMA for segregation or directly to an E-Waste recycling facility.

3.6.10 VEHICLE REMOVAL

Vehicle Removal includes cars, trucks, motorcycles, and recreational vehicles.

The minimal holding periods established by N.J.S.A. 39:10A-1(b), N.J.S.A. 39:10A-1(c), and N.J.S.A. 12:7C-10 through -13 are subject to change upon notice by the Chief Administrator of the MVC to the Contractor.

The Contractor will coordinate with the N.J. Motor Vehicle Commission (“NJMVC”) and/or NJDEP, in removing vehicles and shall comply with all State and local governmental regulations or protocols in removing vehicles from the waterway.

The Contractor shall issue work orders within 48 hours, containing all pertinent data supplied by the State, to the subcontracted licensed towing entities.

The licensed towing entities arriving on the scene will be responsible for evaluating environmental and safety issues. Should the towing entity find any major threats to health, safety or the environment, the vehicle shall not be moved from the Offloading Site, and the NJDEP and State Project Manager shall immediately be notified. Once all concerns are addressed, the vehicle shall be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route.

3.6.10.1 VEHICLE STORAGE AND REPORTING

Recovered vehicles shall be inspected by the Contractor within 24 hours of arrival at the aggregation site. The vehicles will be stored in a manner to allow access for inspection by the State and insurance company representatives and to allow for retrieval and reclamation by the vehicle owner when applicable.

The Contractor shall provide access to owners, lienholders, and their authorized agents or legal representatives, during, at a minimum, the hours of 8:00 a.m. to 5:00 p.m., at least five days a week, excluding holidays, for the purpose of identifying and/or inspecting vehicles in which they have a legal interest. The State, or authorized agents thereof, shall have immediate access to any storage facility or aggregation site at any time, upon notice to the Contractor.

The Contractor shall be responsible for complying with all provisions of New Jersey law pertaining to the disposition of vehicles deemed abandoned on public property (N.J.S.A. 39:10A-1, et seq.), as set forth in Attachment G (incorporated herein by reference). No vehicle shall be sold, junked or otherwise disposed of except as provided in this subsection.

In addition to the information required by N.J.S.A. 39:10A-1 et seq., and N.J.S.A. 56:13-7, et seq., and the forms in Attachment H, the Contractor shall maintain, and provide to the NJMVC, without limitation:

- the date and time the vehicle was towed;
- the location from which the vehicle was towed;
- documentary proof of the results of the National Crime Information Center check for every vehicle in its possession;
- complete documentation of any sale or disposition of each vehicle, including documentation of all efforts to determine the identity and address of the owner and lienholder (if any), as well as copies of all notices sent to the owner and any lienholder; and
- if the vehicle was claimed by the owner, lienholder, or authorized agent, the date, time, and name of the person the vehicle was released to, as well as a complete listing of all charges and fees assessed.

The Contractor must collect all applicable fees, including the cost of recovery, transport and storage prior to releasing the vehicle to the owner, lienholder, or authorized agent and net the amounts from the bill to the State.

Vehicles that have been abandoned shall be managed in compliance with applicable law and guidance of the NJMVC.

3.6.11 VESSEL REMOVAL

Vessels recovered under this Contract shall be managed in compliance with the Abandoned or Sunken Vessels Disposition Law, N.J.S.A. 12:7C-7 et seq., and applicable regulations. Pricing for this section shall be provided in Exhibit A-1, Price Schedule Supplement for Vessel Removal Pricing. This supplemental schedule provides for different levels of pricing based on vessel length (in linear feet) as well as the travel distance.

The minimal holding periods established by N.J.S.A. 39:10A-1(b), N.J.S.A. 39:10A-1(c), and N.J.S.A. 12:7C-10 through -13 are subject to change upon notice by the Chief Administrator of the MVC to the Contractor.

3.6.11.1 VESSEL STORAGE AND REPORTING

The Contractor shall provide access to owners, lienholders, and their authorized agents or legal representatives, during, at a minimum, the hours of 8:00 a.m. to 5:00 p.m., at least five days a week, excluding holidays, for the purpose of identifying and/or inspecting vessels in which they have a legal interest. The State and any authorized agents thereof, shall have immediate access to any storage facility or aggregation site at any time, upon notice to the Contractor.

The Contractor shall be responsible for complying with all provisions of New Jersey law pertaining to the disposition of vessels deemed abandoned under the Abandoned or Sunken Vessels Disposition Law (N.J.S.A. 12:7C-7, et seq.), as set forth in Attachment I (incorporated herein by reference). No vessel shall be disposed of except as provided in this subsection.

In addition to the information required by N.J.S.A. 12:7C-7, et seq., and the forms in Attachment J, the Contractor shall maintain, and provide to the NJMVC:

- complete documentation of any sale or disposition of each vessel, including documentation of all efforts to determine the identity and address of the owner and lienholder (if any), as well as copies of all notices sent to the owner and any lienholder; and

- if the vessel was claimed by the owner, lienholder, or authorized agent, the date, time, and name of the person the vessel was released to, as well as a complete listing of all charges and fees assessed.

The Contractor must collect all applicable fees, including the cost of recovery, transport and storage prior to releasing the vessel to the owner, lienholder, or authorized agent and net the amounts from the bill to the State.

Contractor shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels from waterways as directed by the State.

Recovery of vessels will begin with the Contractor identifying the vessel using GPS coordinates. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to offloading, Contractor shall mitigate any fluid leaks. Outboard motors shall be tilted to the utmost position. Batteries shall be disconnected; leaks shall be mitigated. Vessels will then be transported to the aggregation site safely and securely by Contractors' towing vehicles, trailers, and equipment. Vessels will be processed at the aggregation sites.

3.6.12 EQUIPMENT REQUIREMENTS

The Contractor is responsible for providing vessels, including experienced personnel, standard equipment and accessories, fuel required to provide verification to the State of waterway debris removal, using the most cost-effective technology.

All boats, barges, vessels, trucks, trailers, and equipment utilized to perform the work under this Contract must be in compliance with all applicable federal, state, and local rules and regulations.

Each truck and container (roll off containers, dumpsters) utilized to transport or collect solid waste must have a valid A-901 decal pursuant to N.J.A.C. 7:26-2.2(k) or other evidence of temporary authorization from NJDEP.

The Contractor shall submit to the State and/or State Project Manager and any debris monitor certifications indicating the type of vehicle or vessel, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to transport debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the Contractor and approved by the State. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The State and/or State Project Manager and any debris monitor shall have the right to re-measure trucks at any time to verify reported capacity.

Any equipment used to transport debris must be capable of rapidly dumping its load and be equipped with a tailgate that will effectively contain the debris during transport, permits the trucks to be filled to capacity, and facilitates dumping debris without becoming caught in the bed. Frameless, dump trailers are not acceptable. Sideboards or other extensions to the bed are allowed and, if installed, must be constructed of 2" x 6" boards or greater and may not extend more than 2 feet above the metal bedsides and must remain in place throughout the operation. All extensions to the bed, and any exceptions to the above requirements, must comply with law and are subject to acceptance or rejection by the State. It is the Contractor's responsibility to

report any adjustments of the sideboards to the State and the debris monitor and truck signage shall report revised cubic yard capacity. Truck loading shall comply with NJDOT rules and regulations including weight limitations and the covering of truckloads.

3.6.13 HAND-LOADED VEHICLES

For any hand loaded vehicles, debris monitors at the loading site will mark the load ticket to indicate hand-loaded vehicles. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded truck or trailer load by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand-loaded truck or trailer arrives at the debris management or disposal site and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY. The maximum amount recorded for a hand-loaded vehicle will be 50% of its measured capacity.

3.6.14 SECURING DEBRIS

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized in moving debris, including (without limitation) barges, boats, trucks, and roll-off containers. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps shall be provided by the Contractor and utilized by all trucks to prevent materials from being blown from the bed during transportation on land. The overall maximum height of hauling equipment, including sideboards and debris, must comply with State and local law. The Contractor is not relieved of the responsibility for verifying clearance for all overhead bridges, overpasses, structures and wires.

3.6.15 EQUIPMENT SIGNAGE

Prior to commencing operations, the Contractor shall affix to each piece of equipment, signs or markings indicating the name of the owner/operator of the equipment and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be 3 inches in height.

3.6.16 DEBRIS LOAD TICKETS

Debris load tickets shall be employed and completed in such a manner to allow accurate accounting of volumes, weights, origin and destination of debris. Payment for debris hauled will be based on the quantity of debris hauled in truck measured cubic yards and the distance hauled depending on where the debris is taken. Drivers will be given load tickets at the Offloading Site by an appointed Offloading Site monitor. The quantity of debris hauled will be estimated in cubic yards at the Offloading Site by an appointed monitor. The estimated quantity will be recorded on the load ticket. The appointed monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a final disposal or recycling facility will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. (Attachment K, Sample Debris Load Ticket). Payment will be made against the Contractor's invoice once site monitor and Contractor load tickets and/or scale tickets

match. A minimally required load ticket is found at N.J.A.C. 7:26-3.5. The load ticket is the primary record for the monitoring and measuring of debris removal operations.

Any alternative debris load ticket proposed for use by the Contractor must be approved by the NJDEP and must comply with the requirements set forth in N.J.A.C. 7:26-2.13. In addition to the types of information commonly required on load tickets, the Contractor is advised that any attention substitute load tickets contain the following special provisions required for reimbursement processing:

- Load tickets delivered by the Contractor must be sequentially numbered with no duplication of numbers.
- Specific description of loading site location including street name and section.
- Identification of hand-loaded versus mechanically loaded vehicles.
- Identification of actual haul distance from Offloading Site to disposal/recycling facility, on route approved by the State.
- All entries will be printed legibly and all blank spaces will be filled in.

For purposes of this Contract the appointed monitors are the final authority on determining volume. For reference on deductions from a 100% full load that can be expected, see the diagrams provided in Attachment L.

3.6.17 PRIVATE PROPERTY ACCESS

The Contractor shall not seek or accept requests from private property owners to perform debris clearing or removal activities. It is anticipated that the Contractor will require access to private property, or permission to cross private property to fulfill the intent of this Contract. For such situations, the Contractor will obtain all necessary Right of Entry agreements and shall work with the State to comply with applicable FEMA requirements for Private Property Debris Removal

3.6.18 MISPLACED MATERIAL

Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink, or misplace any material, plant, machinery, or debris, the Contractor shall recover and remove the same with utmost dispatch. The Contractor shall give immediate notice, with description and location of such obstructions, to the State or State Project Manager, and when required shall mark or buoy such obstructions until the same are removed. Should the Contractor refuse, neglect or delay compliance with the above requirements, such obstructions may be removed by the State and the cost of such removal will be deducted from any money due or to become due the Contractor, or will be recovered under his bond.

3.6.19 ASSESSMENT AND VERIFICATION OF DEBRIS REMOVAL

The Contractor is responsible for performing a pre-removal assessment, using the most cost-effective technology, to document waterway debris prior to commencing debris removal. The Contractor must present a plan to the State Contract Manager, or the State Project Manager, for approval indicating the areas in which it seeks to perform a pre-removal assessment. The plan must include specific areas to be scanned and supporting reasons for a scan of that area including, but not limited to, an explanation of tidal forces moving debris to particular areas.

The Contractor is responsible for providing verification of waterway debris removal, using the most cost-effective technology. This verification must be provided to the State Project Manager at the conclusion of work in a Zone and should include, but not be limited to, the following information:

- Pre-removal water depth;
- GIS coordinates of debris fields;
- Type(s) of debris found;
- Volume of debris found;
- Method of removing debris;
- Date of debris removal;
- Disposition of debris; and
- Post-removal water depth.

This information shall be supplemented with SONAR, LIDAR or other imaging and/or topographic maps of the waterway floor.

3.6.19.1 SIDE SCAN SONAR SERVICES

The Contractor shall provide vessels, including experienced personnel, fuel and other associated costs, and mobilization and preparation fees required for the performance of the contract. In addition, Contractor shall furnish any additional standard equipment and accessories normally supplied in the industry, as required by the State, in order to meet the requirements of these specifications.

3.6.19.1.1 SIDE SCAN SONAR TECHNICAL SPECIFICATIONS

The Contractor must provide side scan sonar results of 250 kHz or greater resolution, or of resolution adequate to identify a 50 cm diameter target. Reports must identify significant buildup of debris resulting from Superstorm Sandy in State-owned waters, including location via GPS coordinates, estimated size and type of debris, and water depth. The range may not exceed 100 meters or 328 feet.

Side scan sonar data will be corrected for slant range and layback. Contacts or targets will be located and reported in an electronic format. An image and coordinates of each contact with approximate dimensions will be produced in a simple report. A mosaic for each square mile will be produced to show the general location of the contacts or clear sea floor. The contact location method will be verified on known targets in the area, such as pilings or platforms with known locations.

All reports shall be delivered in Portable Document Format (PDF) and on a data device supplied by the Contractor.

3.7 OFFLOADING SITES, AGGREGATION SITES AND TDMAs

3.7.1 OFFLOADING SITE GENERAL REQUIREMENTS

The Contractor shall use only Offloading Sites designated and/or approved by the State. NJDEP permit(s) may be required for Offloading Sites (e.g., permits for siting, operation monitoring, closure, and post-closure care requirements). The Contractor shall comply with the terms and conditions of any such permits. Where closure is not completed properly or environment releases occur, post-closure care may be mandated.

The Contractor shall make every effort to Offload debris directly into roll-off containers, that will then be transported to a final disposal/recycling facility. Contractor shall minimize to the greatest extent possible use of temporary staging areas or temporary debris management areas. Prior to utilizing any temporary staging areas rather than direct-hauling to a disposal or recycling facility, Contractor must provide the State with evidence and analysis establishing the need for staging and processing of material at a temporary staging area rather than direct-hauling from the Offloading Site to a final disposal or recycling facility.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event that an observation tower is needed to oversee the operations of an Offloading Site, the Contractor shall utilize a hydraulic scissor lift or prefabricated tower.

The Offloading Site foreman, provided by the Contractor, is responsible for management of all operations of the site to include, traffic control, off-loading operations, segregation of debris, and safety. The Offloading Site foreman will coordinate directly with the site monitor. The Offloading Site foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the ZOM, for further delivery to the State Project Manager

The Contractor shall also provide an Offloading Site night foreman to manage any night operations approved by the State.

Once the State identifies the Offloading Site, the Contractor will provide a Site Management Plan to the State, which plan shall be satisfactory to the State and which shall address the following functions:

- Access to site
- Site preparation – clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, sod replacement, and any other similar activity necessary to make the site usable for its intended purposes.
- Traffic control procedures
- Safety
- Segregation of debris
- Location of hazardous material containment area and Contractor work area
- Location of grinding operations (if required).
- Location of existing structures or sensitive areas requiring protection.
- Site close-out (activities to return the site to its original condition)

A copy of the approved Site Management Plan shall be kept readily available at the Offloading Site for review by all inspection personnel.

The Contractor shall use only offloading designated or approved by the State. NJDEP approval(s) are required for all Offloading Sites.

The Offloading Site will be periodically inspected for compliance with FEMA and OSHA safety criteria.

Contractor shall construct a household hazardous material containment area at each Offloading Site. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a non-permeable barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the ground area is required to prevent storm water from entering the containment area. The containment area shall have a non-permeable cover at all times and the Contractor must ensure that run off is managed in compliance with applicable law.

Site run-off must be redirected from the containment area by site grading.

Within 5 days of completion of all waterway debris removal work performed in a Zone, the Contractor shall remove all equipment and temporary structures and shall dispose of all residual debris from the Offloading Site at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the Offloading Site to its original state prior to use. Within 15 days of receipt of Notice to Proceed, Contractor shall submit to NJDEP for approval a plan detailing the procedures it proposes for closing temporary debris management areas, Vehicle Aggregation Areas and Vessel Aggregation Areas.

3.7.2 VEHICLE AND VESSEL AGGREGATION SITES

The Contractor shall establish Vehicle and Vessel Aggregation Sites which will include mobilization, build-out of site, operations at site, and demobilization. The State reserves the right to identify regional aggregation sites to be utilized by Contractor in accordance with procedures and requirements applicable to all vehicle aggregation sites.

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

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

3.7.2.1 OPERATION OF VEHICLE AND VESSEL AGGREGATION SITES

Vehicles recovered under this Contract shall be managed in compliance with applicable law, procedures and guidance of the New Jersey Motor Vehicles Commission. <http://www.state.nj.us/mvc/About/Forms.htm>

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

3.7.2.2 RECEIPT OF VEHICLES AND VESSELS

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

3.7.2.3 STORAGE OF VEHICLES AND VESSELS

The Contractor shall store vehicles in a manner that provides for ample access for inspection by State and/or municipal authorities and insurance company representatives and/or to allow for retrieval and reclamation by vehicle or vessel owner when applicable.

3.7.2.4 DEMOBILIZATION OF VEHICLE AND VESSEL AGGREGATION SITES

Once all vessels are removed, Contractor will remove all equipment, supplies, and nonhazardous trash from the aggregation site. Contractor shall dispose of all trash and debris in a permitted disposal facility of landfill and repair and remediate any damage to the aggregation site caused by the storage and remediation operations and equipment as directed by the State. Within 15 days of receipt of Notice to Proceed, Contractor shall submit to NJDEP for approval a plan detailing the procedures it proposes for closing TDMAs, Vehicle Aggregation Areas and Vessel Aggregation Areas.

3.7.3 OPERATION OF TEMPORARY DEBRIS MANAGEMENT AREAS

The Contractor shall use only temporary debris management areas ("TDMA") designated and approved by the State. N.J. Department of Environmental Protection permit(s) are required for all TDMAs. DEP Emergency Permits include siting, construction, operation monitoring, closure, and post-closure care requirements. DEP Emergency Permit requirements must be met to ensure proper site operations and compliance may be a condition for reimbursement by FEMA. Where sites are not properly operated the emergency permit may be revoked. Where closure is not completed properly or environment releases occur, post-closure care may be mandated. The Contractor shall not assume that TDMA and landfills, located outside of the Zone, are available to the Contractor unless so specified in the Task Order.

Prior to utilizing or establishing TDMA(s) rather than direct-hauling to a disposal or recycling facility, Contractor must provide NJDEP and the State Contract Manager and/or Project Manager with evidence and analysis establishing the need for staging and processing of

material at a TDMA rather than direct-hauling from the Offloading Sites to a final disposal or recycling facility. (NJDEP Debris Removal Planning Sheet, Attachment M). Such analysis shall include, without limitation, costs to the State, timeliness of debris removal, environmental impacts, and other factors relevant to the issue. The State has the right to direct the Contractor to direct-haul instead of utilizing TDMA's.

The TDMA foreman is appointed by the Contractor and shall direct all operations at the TDMA and will coordinate removal of debris, and reduction byproducts to State approved landfills for subsequent disposal, or to recycling processors selected by the Contractor and approved by the State. Access to a TDMA is under the control of the State.

To the extent that any current contractor has contractual obligations to close-out TDMA's, the current contractor retains those obligations unless assigned to other persons or entities.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract. Contractors should only utilize hydraulic scissor lifts or prefabricated observation towers if necessary.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

The TDMA foreman, provided by the Contractor, is responsible for management of all operations of the site to include, traffic control, off-loading operations, segregation of debris, and safety. The TDMA foreman will coordinate directly with the State's site monitor.

The TDMA foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the ZOM, for further delivery to the State or State Project Manager.

The Contractor shall also provide a TDMA night foreman to manage any night operations approved by the State.

Once the State identifies the TDMA, the Contractor will provide a Site Management Plan to the NJDEP, which plan shall address following functions:

- Access to site
- Site preparation – clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, lime rock or crushed concrete access roads, sod replacement, and any other similar activity necessary to make the site usable for its intended purposes.
- Traffic control procedures
- Safety
- Segregation of debris
- Location of hazardous material containment area, Contractor work area, and inspection tower
- Location of grinding operations (if required).
- Location of existing structures or sensitive areas requiring protection.
- Site close-out (activities to return the site to its original condition)

A copy of the approved Site Management Plan shall be kept readily available at the TDMA for review by all inspection personnel.

Additional guidance on the procedures for TDMA setup, operation and closeout are provided in Attachment F. This exhibit includes subsections regarding:

- TDMA Setup, Operation and Closeout Guidelines
- Grinding Operations

TDMA operations and material processing shall be compensated in accordance with the unit prices provided in the Price Proposal Form. The Contractor shall provide equipment, operators, and laborers for TDMA operations as specified by Task Order. Unit prices provided shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, and insurance) all equipment under this contract.

All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, and any other costs.

The Contractor shall utilize a hydraulic scissor lift or prefabricate tower if requested by the State in order for the monitor to easily look down into the truck bed to fully view the debris load, establishing a volume. Lifts or towers shall be high enough to enable the monitor to fully view truck loads and shall be of a width and length to accommodate the work to be performed in the tower.

The TDMA will be periodically inspected for compliance with FEMA and OSHA safety criteria.

The work shall consist of managing the operations of a TDMA and performing debris reduction by grinding of vegetative debris and compaction of nonvegetative debris as directed by the State or State Project Manager, and/or recycling of marketable material by the Contractor as approved by the State.

Contractor shall construct a household hazardous material containment area at each TDMA. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic to provide a non-permeable barrier. A six-inch layer of sand will be added as an absorbent and to protect plastic from puncture or tear. Additional plastic sufficient to cover the ground area is required to prevent storm water from entering the containment area. The containment area shall have a non-permeable cover at all times and the Contractor must ensure that run off is managed in compliance with applicable law.

Site run-off must be redirected from the containment area by site grading.

Within 10 days of completion of all debris management work for the State, the Contractor shall remove all equipment and temporary structures and shall dispose of all residual debris from the TDMA at an approved final disposition site. The Contractor is responsible for the reclamation and remediation of the TDMA to its original state prior to use. Within 15 days of receipt of Task Order, Contractor shall submit to NJDEP for approval a plan detailing the procedures it proposes for closing TDMA's, Vehicle Aggregation Areas and Vessel Aggregation Areas.

3.7.4 RECYCLING PROGRAMS

The Contractor shall recycle materials in construction and demolition (C&D) debris through material salvage, and recycling of clean, woody debris by mulching, composting or other recycling or beneficial use consistent with applicable law.

3.7.5 DISPOSAL PRICING

The State will be responsible for all tipping fees at authorized disposal facilities. Contractors owning landfills will not be able to dispose of debris in these facilities without the approval of the State and demonstration that disposal at these Contractor-owned facilities represents the State's most cost-effective site for debris disposal.

Debris will be pricing by the cubic yard only.

4.0 REQUIRED COMPONENTS OF THE RFQ PROPOSAL

Proposals in response to this RFQ must respond to each of the following requests in the order indicated.

4.1 TECHNICAL PROPOSAL

The bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The bidder must set forth its understanding of the requirements of this RFQ and its ability to successfully complete the contract.

4.2 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. This narrative should demonstrate to the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to demonstrate to the State that the bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.3 CONTRACT MANAGEMENT

The bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall include the bidder's approach to communication with the State Project Manager including, but not limited to, status meetings, status reports, etc. The bidder shall also provide an overview of its plan to respond to hazardous material and/or oil spills, or other emergency contingency operations.

4.4 CONTRACT SCHEDULE

The bidder shall include a contract schedule. If key dates are a part of this RFQ, the bidder's schedule shall incorporate such key dates and shall identify the completion date for each task and sub-task required by the Scope of Services. Such schedule shall also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder shall identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

The bidder should be mindful of the time-critical nature of the work associated with this contract and the Governor's mandate to have the New Jersey shore largely restored by the summer of 2013. Therefore, the State is requiring that the debris removal and dredging projects be 75% completed no later than June 1, 2013.

4.5 POTENTIAL PROBLEMS

The bidder shall set forth a summary of any and all problems that the bidder anticipates during the term of the contract, including those problems related to the completion of work by the summer of 2013. For each problem identified, the bidder should provide its proposed solution.

4.6 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and its ability to perform the services required by this RFQ.

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.7 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope as this one. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.8 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

The bidder shall provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ, including experience with other wet debris removal projects and projects subject to FEMA reimbursement. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the

services required by this RFQ. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.9 CAPABILITY OF BIDDER

The bidder shall include a description of resources of the firm (i.e., background, location, experience, staff resources, financial resources, other resources, etc.). The bidder shall include a list of equipment available for the removal of waterway debris. The bidder should also indicate whether this equipment is owned or leased.

4.10 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the name, telephone number, email address, and fax number of the individual to contact.

4.11 STATUTORY REQUIREMENTS

All documents listed in Section 1.2, *Proposal Submission*, must be completed and submitted with the bid proposal. A copy of a valid New Jersey Business Registration must be submitted prior to contract award. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website:

<http://www.state.nj.us/treasury/revenue/index.html>

In addition to maintaining compliance with FEMA statutes, regulations and guidance to ensure that work performed under this contract will be reimbursable to the State, the Contractor must perform work associated with this contract in compliance with the following State and federal statutes, regulations and guidance: Comprehensive Environmental Response and Compensation Liability Act of 1980 (CERCLA) P.L. 96-510, 42 U.S.C. §§9601 et seq.; Oil Pollution Act of 1990 (OPA) P.L. 101-380, 33 U.S.C. §2701 et seq.; Clean Water Act of 1972 (CWA) P.L. 92-500 33 U.S.C §§1251 et seq.; Endangered Species Act of 1973 (ESA) P.L. 93-205, 7 U.S.C. §136; 16 U.S.C. §1531 et seq.; New Jersey Spill Compensation and Control Act N.J.S.A. 58:10.11 et seq.; New Jersey Water Pollution Control Act N.J.S.A. 58:11A-1 et seq.; the US Coast Guard's Area Contingency Plans for Sector Delaware Bay and/or Sector New York Harbor; USDOJ NRDA Regulations (CERCLA) "Type A" NRDA Regulations, 43 C.F.R. 11; USDOJ NRDA Regulations (CERCLA) "Type B" NRDA Regulations, 43 C.F.R. 11; National Contingency Plan (NCP) 40 CFR 300; NJDEP Technical Requirements for Site Remediation N.J.A.C. 7:26-E and associated guidance documents; NJDEP Field Sampling Procedures Manual 2005; and NJDEP Ecological Evaluation Technical Guidance Document 2012.

5.0 CONTRACT TERM

The term of the contract shall be for a period of **one (1) year**.

6.0 COST PROPOSAL

The price schedule is attached (Attachment A) to this RFQ. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Bidders shall submit pricing for each price line for all zones. Bidders should submit the price schedule under separate cover.

The bidder shall provide an all inclusive firm fixed price for each line item. This shall include all work described in RFQ Scope of Services. Bidders shall base their pricing on the Zone descriptions located in Subsection 1.1, *Background* and shall provide pricing by the cubic yard for each Zone.

The State anticipates that the contract will be divided into three regions, North, Central and South, with the North Region encompassing Zones 1-2, the Central Region encompassing Zones 3-7 and the South Region encompassing Zones 8-11. The Contractor shall not start work on any task until requested to do so by the State Contract Manager.

7.0 FORM OF COMPENSATION AND PAYMENT

Payments to the Contractor will be disbursed following approval by the State Project Manager or State Contract Manager in accordance with Section 6.0 above.

8.0 SELECTION PROCESS

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be evaluated by an Evaluation Committee. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFQ.

- The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFQ.
- The qualifications and experience of the bidder's management, supervisory or key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required. Evaluation will be on submitted resumes and how well they meet the required skill and education levels as well as on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFQ. The bidder should highlight contracts for FEMA-eligible and reimbursable work and outline results of Office of Inspector General audits related to those contracts, if applicable.
- The overall ability of the bidder to undertake and successfully complete the contract in a cost efficient yet timely manner. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed, the availability and amount of resources and equipment able to be immediately mobilized, and the bidder's contract management plan, including the bidder's contract organizational chart and compliance and contingency plans.
- The firm's cost proposal. Bidders shall submit pricing for each price line for all zones. Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive.
- For evaluation purposes, bidders' price sheets will be evaluated and ranked based on an analysis of competitive range and cost reasonableness based on the price lines of all

responsive and responsible bidders. In addition, these proposals will be evaluated using a weighted model based on data obtained from NJDEP.

8.1 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFQ. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFQ requirements continue to be satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFQ. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder whose bid proposal, conforming to the RFQ, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFQ, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

8.2 STATE CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the Contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.3 STATE PROJECT MANAGER

The State Project Manager is responsible for the oversight of the work performed pursuant to this Contract.

The State Project Manager will serve as the liaison between the Contractor and the State Contract Manager and is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department. The State Project Manager shall be the central coordinator of the use of the Contract.

The State Project Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Project Manager's name, address, telephone number, fax phone number, and e-mail address.

8.4 BID, PERFORMANCE AND PAYMENT BOND

All bidders must submit a bid guarantee equivalent to \$3,000,000. This bid guarantee shall consist of a properly executed individual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

The State will hold all bid bonds during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- (a) Issue an award notice for those offers accepted by the State;
- (b) Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc). If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

The successful Contractor(s) shall furnish a performance bond to secure fulfillment of all the Contractor's obligations under this Contract, including those obligations under Task Orders issued by the State. The performance bond shall be in the form of a properly executed individual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The performance bond amounts are as follows:

- North Region (Zones 1-2): \$100,000,000
- Central Region (Zones 3-7): \$100,000,000
- South Region (Zones 8-11): \$100,000,000

The successful Contractor(s) shall furnish a payment bond to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the Contract, including work performed under Task Orders issued by the State.

The payment bond amounts are as follows:

- North Region (Zones 1-2): \$100,000,000
- Central Region (Zones 3-7): \$100,000,000
- South Region (Zones 8-11): \$100,000,000

The Performance and Payment Bonds must be submitted to the State at the Contractor Kick-Off Meeting.

8.4 PROFESSIONAL LIABILITY INSURANCE

The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

8.5 PROGRAM EFFICIENCY ASSESSMENT

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

Index to Attachments

Attachment A	Price Proposal Form
Attachment B	Waterway Debris Management Zones
Attachment C	Certification of Non-Debarment
Attachment D	Oil and Hazardous Substance Release Response and Natural Resource Injury Assessment
Attachment E	Sample Task Order
Attachment F	TDMA Operation Guidelines
Attachment G	Abandoned Motor Vehicles Guide
Attachment H	Motor Vehicle Forms
Attachment I	Abandoned Vessels Disposition Law Guide
Attachment J	Abandoned Vessels Forms
Attachment K	Debris Load Ticket
Attachment L	Load Capacity Estimator
Attachment M	NJDEP Debris Removal Planning Sheet

Attachment A:

Price Proposal Form

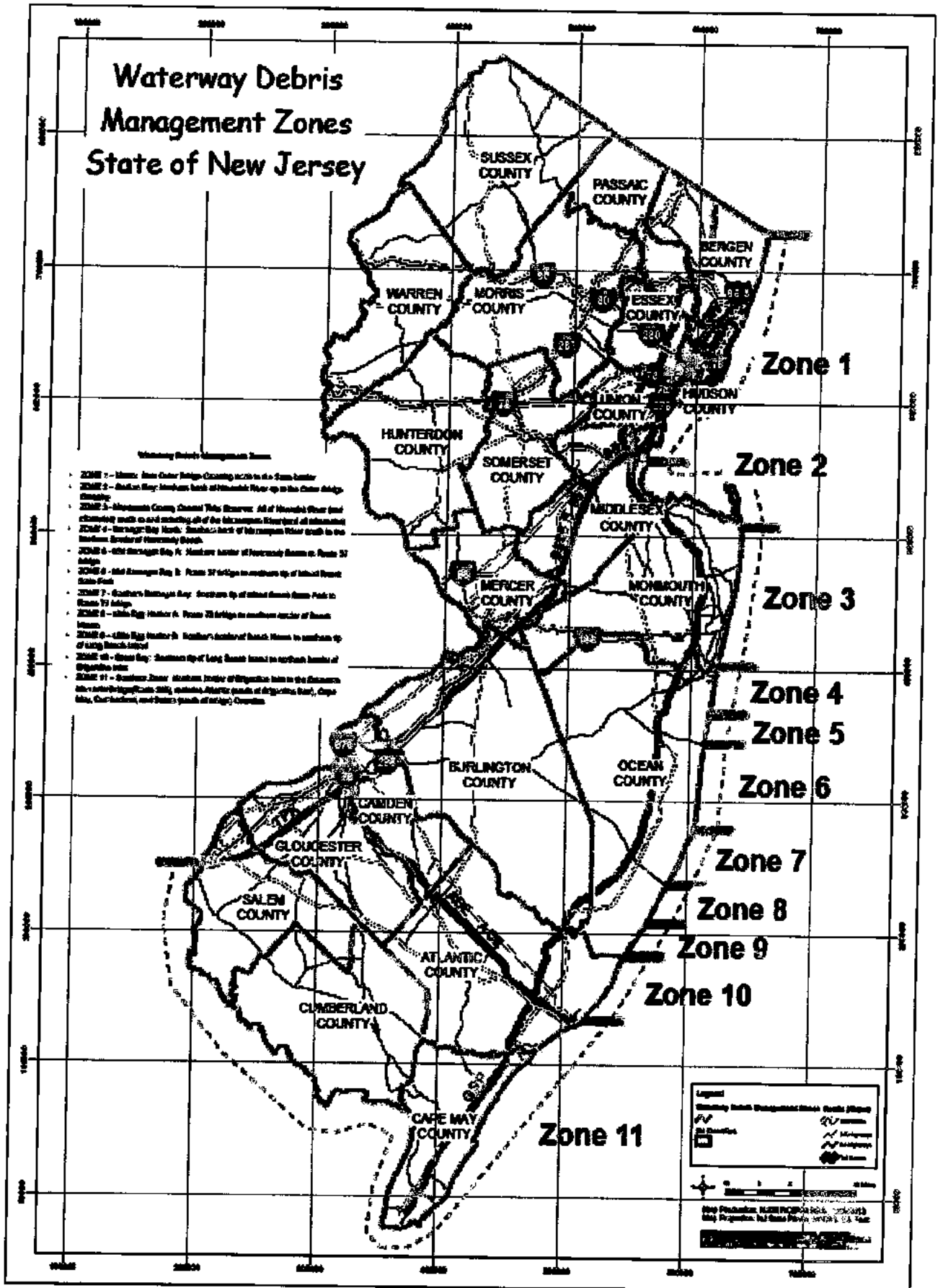
FINAL ATTACHMENT A - PRICE PROPOSAL FORM - DATED JANUARY 16, 2013

Line #	Description	Units	Quantity Tier	Measure of Distance	ZONE 1 (A)	ZONE 2 (B)	REGION TOTAL (A)-(B)	ZONE 3 (C)	ZONE 4 (D)	ZONE 5 (E)	ZONE 6 (F)	ZONE 7 (G)	REGION TOTAL SUM THRU (G)	ZONE 8 (H)	ZONE 9 (I)	ZONE 10 (J)	ZONE 11 (K)	REGION TOTAL SUM (H) THRU (K)	STATE TOTAL SUM (A) THRU (K)				
114	Verification of Debris Removal - use of cost-effective technology, including site scan sonar to provide verification to State that debris has been removed and waterway depth has been restored	Price per acre																					
115					0-100 acres																		
116					101-300 acres																		
117					301-600 acres																		
118																							
	Operation of Vehicle/Fessel Aggregation Site - operation of vehicle and vessel aggregation site, includes all phases of operation, including lower equipment, security, staffing and restoration of site to pre-use condition	Per Day																					
	Operation of Temporary Debris Management Area - operation of TDMA, includes all phases of operation, including lower equipment, security and staffing and restoration of site to pre-use condition	Per Day																					

Total State Price is the single price that Bidder would offer, per price line, for all 11 zones in the State.

Attachment B:

Zone Map



Attachment C:

Certification of Non-Debarment

CERTIFICATION OF NON-DEBARMENT

Disaster Debris Removal Services

STATE OF NEW JERSEY }
 }ss.
COUNTY OF _____}

The Bidder (or Subcontractor) hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey:

I am _____ of the firm of _____, (the "Contractor"), which has been awarded the referenced contract (the "Contract") and that I execute said Contract with full authority to do so;

A. That neither the Bidder (or Subcontractor) nor its principals:

- 1) are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
- 2) have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- 4) have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.

B. If awarded a contract, the Contractor certifies that it shall immediately notify the State Contract Manager if any director, partner, officer, employee of the Contractor or any shareholder owning 5% or more of the Contractor's stock:

- 1) Is the subject of investigation involving any violation of criminal law or other federal, state, or local law or regulation by any governmental agency; or
- 2) Is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or

- 3) Is convicted of any crime under state or federal law, or of any disorderly persons offense or misdemeanor involving a business related offense.

Sworn and subscribed to before me

This __ day of _____, 20__.

Signature of Principal

Notary Public of _____

My commission expires: _____, 20__.

Print or Type Name

Signature of Notary Public

Title



Attachment D:

**Oil and Hazardous Substance Release Response and
Natural Resource Injury Assessment**

Oil and Hazardous Substance Release Response and Natural Resource Injury Assessment

The proposal shall provide NJDEP a plan for:

- 1) Avoiding or minimizing physical injury to natural resources while removing debris;
- 2) Avoiding or minimizing releases of hazardous substances or oil while removing debris;
- 3) Characterizing and responding to the release of hazardous substances or oil during debris removal, if it occurs;
- 4) Remediating the release of a hazardous substance or oil, if it occurs;
- 5) Characterizing injuries to natural resources and public use of those resources in the event of a hazardous substance or oil release;
- 6) Identifying potential projects/measures to restore or compensate the public for demonstrated natural resource injuries;
- 7) Rehabilitate oiled or injured wildlife.

The Contractor shall demonstrate how work will conform with the following: the US Coast Guard's Area Contingency Plans for Sector Delaware Bay and/or Sector New York Harbor; USDOJ NRDA Regulations (CERCLA) "Type A" NRDA Regulations, 43 C.F.R. 11; USDOJ NRDA Regulations (CERCLA) "Type B" NRDA Regulations, 43 C.F.R. 11; National Contingency Plan (NCP) 40 CFR 300; NJDEP Technical Requirements for Site Remediation N.J.A.C. 7:26-E and associated guidance documents; NJDEP Field Sampling Procedures Manual 2005; NJDEP Ecological Evaluation Technical Guidance Document 2012.

The Contractor must perform work in accordance with the following statutes:

Comprehensive Environmental Response and Compensation Liability Act of 1980 (CERCLA) P.L. 96-510, 42 U.S.C. §§9601 et seq.; Oil Pollution Act of 1990 (OPA) P.L. 101-380, 33 U.S.C. §2701 et seq.; Clean Water Act of 1972 (CWA) P.L. 92-500 33 U.S.C §§1251 et seq.; Endangered Species Act of 1973 (ESA) P.L. 93-205, 7 U.S.C. §136; 16 U.S.C. §1531 et seq.; New Jersey Spill Compensation and Control Act N.J.S.A. 58:10.11 et seq.; New Jersey Water Pollution Control Act N.J.S.A. 58:11A-1 et seq.;

Attachment E:

Sample Task Order

SAMPLE TASK ORDER

TO _____
Task Order No. _____

In accordance with _____ (Contractor) contract, with the _____
_____, Agreement No. _____ for Hurricane/Disaster Debris Removal,
Reduction, and Disposal dated _____ the _____ hereby requests and authorizes the
service to be performed on the project as described below:

Project: _____

Specific Work to be performed:

Duration of Work (Include Start Date, End Date and Total Calendar Days):

Method of Payments:

Contractor Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Estimated Cost of This Task Order: \$ _____

COMMONWEALTH/AGENCY USE ONLY

Monitor: _____ Date: _____

Director: _____ Date: _____

Vendor No.: _____ Account No.: _____ Project: _____

Purchasing: _____ Budget: _____ Accounting: _____

Attachment F:

TDMA Operation Guidelines

**TEMPORARY DEBRIS MANAGEMENT AREA
(TDMA) SETUP, OPERATION AND CLOSEOUT GUIDELINES**

Temporary Debris Management Area (TDMA) Setup

The topography and soil/substrate conditions shall be evaluated to determine best site layout. When planning site preparation, the CONTRACTOR shall incorporate restoration measures. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist shall be used to evaluate a site before the CONTRACTOR begins operations and used during and after to ensure that site conditions are properly documented.

TDMA Baseline Data Checklist. As directed by the AGENCY, the CONTRACTOR may be required to:

Before activities begin:

- Take ground or aerial video/photographs
- Note important features, such as structures, fences, culverts, and landscaping
- Take random soil samples, **if required**
- Take random groundwater samples, **if required**
- Take water samples from existing wells, **if required**
- Check the site for volatile organic compounds, **if required**
- Comply with all Federal, State and Local permit conditions, as applicable

After activities begin:

- Establish groundwater-monitoring wells
- Take groundwater samples
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas
- Maintain construction entrance
- Perform dust control, **if required**
- Progressive updates:
 - Update videos/photographs
 - Update maps/sketches of site layout
 - Update quality assurance reports, fuel spill reports, etc.

TDMA Operations

Lined temporary storage areas shall be established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Plastic liners shall be placed under stationary equipment such as generators and mobile lighting plants with addition of a six-inch sand layer or other absorbent material. These actions shall be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair shall be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

The CONTRACTOR shall be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over smoke, dust, noise, and traffic.

The CONTRACTOR shall consider on-site traffic patterns and segregate materials based on planned volume reduction methods and approved material recycling programs. Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

Debris removal/disposal shall be viewed as a multi-staged operation with continuous volume reduction. There shall be no significant accumulation of debris at a TDMA. Instead, debris shall be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill.

The CONTRACTOR shall advise the AGENCY of all recycling plans that involve use of a TDMA. Any marketable materials such as: timber suitable for lumber and chips/mulch suitable for boiler fuel or landscaping will be controlled separately from all reduced debris that will be hauled to a landfill. Such recycling products will be measured in quantity and reported to the AGENCY.

TDMA Closeout Inspection

Each site shall be eventually emptied of all material and be restored to its previous condition and use unless otherwise agreed upon. The CONTRACTOR is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills. Appropriate AGENCY inspectors will monitor all closeout activities to ensure that the CONTRACTOR complies with this Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the TDMA operation. It should be noted that the New Jersey Department of Environmental Protection Emergency Permits include closure and site restoration standards. DEQ Emergency Permit requirements must be met to ensure proper site closure and compliance will be a condition for reimbursement by FEMA and Federal Highway funding sources. Where sites are not properly closed or environmental releases occur, post-closure care may be mandated.

TDMA Closeout Planning

The CONTRACTOR must assure the AGENCY that all TDMA are properly remediated. There will be significant costs associated with this operation as well as close scrutiny by the local press and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.

TDMA Remediation

During the debris removal process and after the material has been removed from each of the TDMA, environmental monitoring is required to close each of the sites. This is to ensure that no long-term environmental contamination remains on the site. The monitoring shall be done on three different media: ash, soil, and groundwater.

- **Ash:** The monitoring of the ash shall consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil:** Monitoring of the soils shall be by portable inspection methods to determine if any of the spoils are contaminated by volatile hydrocarbons. The CONTRACTOR is required to perform this inspection if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring shall be performed after the stockpiles are removed from the site, if required.
- **Ground Water:** The monitoring of the groundwater shall be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas, if required.

TDMA Closeout Coordination

The CONTRACTOR shall coordinate the following closeout requirements through the AGENCY staff:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.

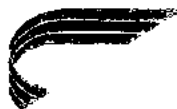
- Establish an independent testing and monitoring program. The CONTRACTOR responsible for environmental restoration of both public and leased sites. The CONTRACTOR shall also remove all debris from sites for final disposal at landfills prior to closure.
- Reference appropriate and applicable environmental regulations. Prioritize site closures.
- Schedule closeout activities.
- Determine separate protocols for ash, soil and water testing.
- Develop decision criteria for certifying satisfactory closure based on limited baseline information. Develop administrative procedures and contractual arrangements for closure phase.
- Inform local and State environmental agencies regarding acceptability of program and established requirements. Designate approving authority to review and evaluate CONTRACTOR closure activities and progress.
- Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

Temporary Debris Management Area (TDMA) Closure Checklist

- Site number and location
- Date closure complete
- Household hazardous waste removed
- CONTRACTOR equipment and temporary structures removed
- CONTRACTOR petroleum spills remediated
- Ash piles removed
- Comparison of baseline information to conditions after the CONTRACTOR has vacated the temporary site
- Appendices
- Closure documents Contracting status reports
- Contract
- Testing results
- Correspondence
- Narrative responses

Attachment H:

Motor Vehicle Forms



New Jersey Motor Vehicle Commission

State of New Jersey
225 East State Street
P.O. Box 017
Trenton, NJ 08666-0017

1-888-486-3339 ext. 5069

Public Agency's Guide to Abandoned & Unclaimed Vehicles

General Information

Pursuant to N.J.S.A 39:10A-1 through 39:10A-7, a vehicle abandoned on public property must either be offered for sale at public auction or junked. A **junk** title will only be issued if the vehicle is inoperable or cannot be put in safe operational condition except at a cost in excess of the value of the vehicle.

The vehicle must have been abandoned and unclaimed for more than 20 business days, if requesting a standard title, or 15 business days if requesting a junk title. License plates must be removed before the auction and surrendered to the Motor vehicle Commission (MVC).

In order to keep processing time to a minimum, it is highly recommended that you forward requests on a frequent basis rather than allowing requests to build up and mailing them all at once.

A. Junk Title Instructions

Report possession of an abandoned vehicle and request a Junk Title Certificate to be issued in the name of the Public Agency by completing the following steps:

1. Complete a check with the National Crime Information Center (NCIC) to determine whether the vehicle is stolen.
2. Complete Form OS/SS-87 – "Report of Possession of Abandoned Vehicle by Public Agency and Request for a Junk Title. This must also be signed by an authorized representative of the Public Agency.
 - a. Pursuant to N.J.S.A 39:10A-1, the Public Agency must perform an NCIC check, and, within three business days, notify the owner of record and lienholder (if applicable). The public agency shall also, within three business days, notify the person storing the abandoned vehicle. Upon receipt of the notice from the Public Agency, the person storing the abandoned motor vehicle shall notify the owner of record and any lienholder. If the OS/SS-87 form is not properly filled out reflecting this information, the request will be rejected.
 - b. If the vehicle has a digital odometer, and the key is not available to start the vehicle, please mark the word "DIGITAL" on the OS/SS-87 Form.
3. The Public Agency must also report possession of an abandoned vehicle to the National Insurance Crime Bureau. The Public Agency can prepare the OS/SS-87 Form in duplicate and stamp the duplicate copy "NICB". The duplicate copy is to be filed with: NICB, 145 Pinelawn Rd, Suite 310 South, Melville, N.Y. 11747, ATTN: Michael Fella.
4. Mail required documents along with a \$2.00 check or money order (payable to NJMVC) to the MVC at the above listed address.

Note: The below listed documents are available from our website at www.njmvc.gov/biz.

- Form OS/SS-87 – "Report of Possession of Abandoned Vehicle & Request for Junk Title"
- Form OS/SS-89 – "Report of Possession of Abandoned Vehicle"
- Public Agency's Guide to Abandoned & Unclaimed Vehicles
- Checklist for acquiring title for abandoned vehicles
- Sample bill of sale.

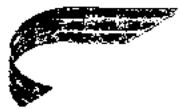
Any questions? Please call the Abandoned Unit at 888-486-3339 x5069 prior to submitting your request.

B. Standard Title Instructions

1. Complete a check with the National Crime Information Center (NCIC) to determine that this is not a stolen vehicle.
2. Give notice of the sale at auction by certified mail, to the owner, if his name and address are known and to the lienholder of any security interest filed with the Chief Administrator.
3. Fully complete Form OS/SS-89 – “Report of Possession of Abandoned Vehicle by Public Agency”. This must also be signed by an authorized representative of the Public Agency. If the vehicle has a digital odometer, and the key is not available to start the vehicle, please mark the word “DIGITAL” on the OS/SS-89 Form.
 - a. Pursuant to N.J.S.A 39:10A-1, the Public Agency must perform an NCIC check, and, within three business days, notify the owner of record and lienholder (if applicable). The public agency shall also, within three business days, notify the person storing the abandoned vehicle. Upon receipt of the notice from the Public Agency, the person storing the abandoned motor vehicle shall notify the owner of record and any lienholder. If the OS/SS-87 form is not properly filled out reflecting this information, the request will be rejected.
4. Mail the original OS/SS-89 Form to the MVC to the address listed on Page 1.
5. The Public Agency must also report possession of an abandoned vehicle to the National Insurance Crime Bureau. The Public Agency can prepare the OS/SS-89 Form in duplicate and stamp the duplicate copy “NICB”. The duplicate copy is to be filed with: NICB, 145 Pinelawn Rd, Suite 310 South, Melville, N.Y. 11747, ATTN: Michael Fella.
6. Upon receipt and approval of documentation, the MVC will issue the “Application to Title Abandoned Vehicle by Public Agency and Sold at Public Sale” (Form OS/SS-88) and it will be mailed to the Public Agency. This form contains an assignment, which when executed, will result in issuance of a Certificate of Title to the purchaser.
7. Upon receipt of the OS/SS-88 Form, the Public Agency must publish a notice at least 5 days before the date of the auction in one or more newspapers published in this state and circulating in the municipality in which the motor vehicle is held.
8. Hold public auction. When, *and if, the vehicle is sold, the Public Agency must supply the purchaser with the following items:
 - A fully completed and signed OS/SS-88 Form
 - A certified affidavit of newspaper publication
 - A bill of sale from the Public Agency. The bill of sale must contain the sale price, sale date, purchase name, address and signature, and the public agency name, address, authorized representative’s name and signature. A sample is available on-line at www.njmvc.gov/biz.
9. The purchaser must then mail the above documents with a \$3.00 check or money order made payable to NJMVC, 7% sales tax on the purchase price of the vehicle, and a photocopy of the purchaser’s driver’s license. Mail documents to the MVC at the address list on the reverse side.

***Special Note:** If the price bid for a motor vehicle is less than the minimum bid established by the public agency for the motor vehicle, or if no bid is made, then the public agency may withdraw the vehicle from auction and apply for title to the vehicle. The MVC will only honor requests for titles in the name of the public agency if the request is accompanied by a certification, on public agency letterhead, signed by the auctioneer and authorized agency representative. The certification must verify that the vehicle was indeed offered for sale a public auction and that either an unacceptable bid was offered or no bid was received. The certification also must include the following information:

- Year, make, model, and vehicle identification number (VIN) of the vehicle,
- Date of auction, Amount of bid,
- Printed names and signatures of auctioneer and agency representative including signatures and date.



New Jersey Motor Vehicle Commission

225 East State St.
P.O. Box 017
Trenton, NJ 08666-0017

STATE OF NEW JERSEY
1-888-486-3339 ext. 5069 (in state)

2/23/2010

NOTICE - PUBLIC AUCTION OF ABANDONED VEHICLES - EFFECTIVE 4/1/2010

To All Public Agencies:

A recent review of procedures pertaining to the public auction of abandoned vehicles has revealed that not all statutory requirements are being met by applicants. Based on the review and the recommendation of the Motor Vehicle Commission's Security & Investigations Unit, the Commission will begin requiring strict compliance with all statutory provisions, effective April 1, 2010. Any application with incomplete or incorrect information will be rejected. Please note that, upon the sale of any vehicle for which no junk title certificate shall have been issued, the Public Agency shall execute and deliver to the purchaser a **bill of sale and application for certificate of ownership**. A sample bill of sale has been created and is enclosed for your use. Please produce a bill of sale on your Public Agency letterhead.

- Additionally, the Motor Vehicle Commission (MVC) will issue a title for an abandoned vehicle in the name of the public agency if the vehicle in question was offered for sale at public auction and at this auction either no acceptable bid was obtained or no bid at all was obtained. In either case, the Public Agency must submit a certification on agency letterhead to the MVC attesting to the following:
 1. The vehicle was offered for sale at public auction. A certified copy of the newspaper advertisement must be included.
 2. That no acceptable bid or no bid at all was obtained at the time of the auction.
 3. That because of the circumstances the public agency is seeking to title the vehicle in the agency's name.

The certification must be signed by the auctioneer and an authorized representative of the Public Agency.

NOTE: Once the vehicle is titled in the Public Agency's name the agency is free to use or dispose of the vehicle in any manner that is consistent with the agency's policies and procedures.

- The MVC has provided a checklist to ensure that the Public Agency has completed and submitted all required documents accurately. This checklist is not required to be returned to the MVC.

- The MVC has provided a Public Agency's Guide to Abandoned & Unclaimed Vehicles. These instructions list, in detail, the steps the Public Agency must follow depending on whether the Public Agency is requesting a Standard or Junk Title.
- The Application for Certificate of Title – Abandoned Vehicle Sold at Public Sale by Public Agency (Form OS/SS-88) will only be valid for one year following its issuance.

The following forms have also been revised and must be used effective April 1, 2010:

- Form OS/SS-87 "Report of Possession of Abandoned Vehicle & Request for Junk Title Certificate" (**ENCLOSED**)
- Form OS/SS-89 "Report of Possession of Abandoned Vehicle by Public Agency" (**ENCLOSED**)
- Form OS/SS-88 "Application for Certificate of Title - Abandoned Vehicle Sold at Public Sale by Public Agency" (Note: This form should always contain a raised seal. If it does not, call the Abandoned Unit immediately).

NOTE: For electronic versions of the Abandoned Public Agency documents (*including instructions, forms, a checklist, and a sample bill of sale*), please visit our website at www.njmvc.gov/biz and navigate to the Abandoned page under the Titles section.

Attachment I:

Abandoned Vessels Disposition Law Guide

N.J. Stat. § 39:10A-1 (2010)

§ 39:10A-1. Public auction of abandoned motor vehicles; notices required

a. When the State or any county, county park commission, municipality or any authority created by any thereof, hereinafter referred to as a "public agency," shall have taken possession of a motor vehicle found abandoned, such taking of possession shall be reported immediately to

(1) The Chief Administrator of the Motor Vehicle Commission on a form prescribed by the administrator, for verification of ownership and

(2) The National Insurance Crime Bureau.

(3) Upon receipt of verification of ownership of the vehicle from the administrator, the public agency shall within three business days provide notice of possession of the vehicle to the owner of record and the holder of any security interest filed with the administrator by telephone, mail, facsimile or electronically. The public agency may assess the person claiming the vehicle, be it the owner of record or the holder of any security interest, for the actual costs of providing the notice required under this paragraph.

(4) The public agency shall also within three business days notify the person storing the abandoned motor vehicle. The notice shall be given in the same manner as in the case of notification of the owner of record and the security interest holder and shall include the name and address of the owner of record and the holder of any security interest in the stored motor vehicle.

(5) Upon receipt of the notice required by paragraph (4) of this subsection, the person storing the abandoned motor vehicle shall provide notice to the owner of record and to any security interest holder.

(a) The notice shall be by first class mail, with a certificate of mailing, and shall include a schedule of the costs imposed for storing the motor vehicle and instructions explaining how the owner of record or the security interest holder may claim the stored motor vehicle.

(b) Except as provided in subparagraph (c) of this paragraph, if the person storing the motor vehicle fails to provide this notice to the owner of record and to the security interest holder within 30 days of the date on which the storer of the vehicle received the notice required under paragraph (4) from the public agency, the maximum amount that person may charge the owner of record or the security interest holder for storing that motor vehicle shall be \$ 750, provided that the owner of record or security interest holder submits a proper claim for the vehicle not later than the 30th day following the date the notice is delivered from the public agency to the person storing the motor vehicle.

(c) When a vehicle is abandoned due to the death or incapacitation of the driver or any passenger, the person storing the vehicle shall charge the owner of record or the security interest holder no more than \$ 100 for the first 72 hours after the vehicle is placed on the premises.

(d) If the owner of record or security interest holder fails to submit a proper claim for the vehicle on or before that 30th day, the person storing the motor vehicle may charge the security interest holder reasonable costs for the removal and storage of the motor vehicle. If the notice is properly provided by the person storing the motor vehicle, that person may charge the owner of record or the

security interest holder reasonable costs for the removal and storage of the motor vehicle from the date the person removed and stored the motor vehicle.

(e) The public agency may assess the person storing the abandoned motor vehicle, and the person storing the abandoned motor vehicle may assess the security interest holder, for the actual costs of providing the notices required under paragraphs (4) and (5) of this subsection.

b. When such motor vehicle which has been ascertained not to be stolen and to be one which can be certified for a junk title certificate under section 3 of P.L.1964, c.81 (*C.39:10A-3*) shall have remained unclaimed by the owner or other person having a legal right thereto for a period of 15 business days, even if at that time the owner has not been identified as a result of efforts to make identification by the public agency or the Motor Vehicle Commission, the same may be sold at auction in a public place. If the certified motor vehicle is sold at auction prior to identification of the owner, the public agency shall document the condition of the motor vehicle in writing and with photographs prior to the sale; document the amount obtained from the sale of the motor vehicle; and notify the owner, if his name and address are identified after the sale, of the actions taken by the public agency to dispose of the motor vehicle.

c. When a motor vehicle which cannot be certified for a junk title certificate under section 3 of P.L.1964, c.81 (*C.39:10A-3*) remains unclaimed by the owner or other person having a legal right thereto for a period of 20 business days, the motor vehicle may be sold at auction in a public place, but shall be sold no later than 90 business days after the public agency takes possession of the vehicle, except that a waiver of the 90-day limit may be obtained for good cause from the Division of Local Government Services in the Department of Community Affairs.

d. The public agency shall give notice of a sale conducted pursuant to subsection b. or c. of this section, by certified mail, to the owner, if his name and address be known and to the holder of any security interest filed with the administrator, and by publication in a form to be prescribed by the administrator by one insertion, at least five days before the date of the sale, in one or more newspapers published in this State and circulating in the municipality in which such motor vehicle is held.

N.J. Stat. § 39:10A-2 (2010)

§ 39:10A-2. Reclaiming possession; payment of costs and penalties

At any time prior to sale the owner or other person entitled thereto may reclaim possession of the motor vehicle upon payment of the reasonable costs of removal and storage of the vehicle and any fine or penalty and court costs assessed against him for a violation which gave rise to the seizure or taking possession of such vehicle.

1. A person can retain title to a towed vehicle by paying the towing and storage charges at any-time prior to the public sale.

N.J. Stat. § 39:10A-3 (2010)

§ 39:10A-3. Issuance of junk title certificate; grounds

If the public agency taking possession of a motor vehicle pursuant to this act shall, in its report thereof to the director, certify on an application prescribed by him that such motor vehicle is incapable of being operated safely or of being put in safe operational condition except at a cost in excess of the value thereof, the division shall, without further certification or verification, issue to the public agency for a fee of \$ 2.00 a junk title certificate thereto, with proper assignment thereon, which shall be assigned and delivered to the purchaser of the vehicle at public sale.

N.J. Stat. § 39:10A-4 (2010)

§ 39:10A-4. Execution and delivery of application for certificate of ownership; issuance of certificate; fee

Upon the sale of any motor vehicle for which no junk title certificate shall have been issued, the public agency shall execute and deliver to the purchaser an application for certificate of ownership prescribed by the director in the same form and manner as provided in Revised Statutes 39:10-15, which shall also contain the name and address, if known, of the former owner. Such application shall be accepted by the director for issuance of a certificate of ownership for a fee of \$ 3.00.

N.J. Stat. § 39:10A-5 (2010)

§ 39:10A-5. Sale as barring claims of interest; remission of proceeds of sale

Upon the sale of a motor vehicle pursuant to the provisions of this act all claims of interest therein shall be forever barred and the proceeds realized therefrom after payment of the expenses of possession and sale, shall be remitted to the treasury of the public agency as its sole property.

N.J. Stat. § 39:10A-6 (2010)

§ 39:10A-6. Rules and regulations

The Director of the Division of Motor Vehicles may make and promulgate rules and regulations to implement the provisions of this act.

N.J. Stat. § 39:10A-7 (2010)

§ 39:10A-7. Additional remedy

This act is intended to provide an additional remedy and shall not be construed to supersede procedures provided under any other act.

Attachment J:

Abandoned Vessels Form



New Jersey Motor Vehicle Commission

State of New Jersey
 P.O. Box 017
 Trenton, NJ 08666-0017
 1-888-486-3339 x5069

Report of Possession of Abandoned Vehicle by Public Agency and Request for Junk Title Certificate

Date of Request:

The undersigned authorized representative of the below named Public Agency hereby certifies that the following described motor vehicle was found abandoned within our jurisdiction and further certifies, in accordance with N.J.S.A. 39:10A-3, that such vehicle is incapable of being operated safely or of being put in safe operational condition except at cost in excess of the value thereof.

Note: Before submitting this application you are required to first check with National Crime Information Center (NCIC) to determine if this may be a stolen vehicle.

In accordance with the provisions of N.J.S.A. 39:10A-1, the following requirements have been completed (check all that has been completed).			
Public Agency		Storage Facility	
<input type="checkbox"/> NCIC Checked	<input type="checkbox"/> Public Agency Notified Storage Facility	<input type="checkbox"/> Storage Facility Notified Owner	
<input type="checkbox"/> Public Agency Notified Owner		<input type="checkbox"/> Storage Facility Notified Lienholder	
<input type="checkbox"/> Public Agency Notified Lienholder	<input type="checkbox"/> NICB Notified		

Vehicle	Vehicle Identification Number		Body Type	
	Year	Make	Model	Mileage (No tenths)

Pursuant to N.J.S.A. 39:10A-1 et seq., the undersigned submits the above information to the Chief Administrator of the Motor Vehicle Commission in order to obtain a Junk Title Certificate for assignment to the purchaser at public sale.

Public Agency	Name of Agency		15 Digit NJ Corrcode	
	Street Address	City	State	Zip
Signature of Authorized Representative		Date		

Information	Name & Address of Owner		Registration Plate Number
	Name & Address of Lienholder		

Mail Completed Form To: NJ Motor Vehicle Commission
 Special Titles/Abandoned Unit
 225 East State St.
 P.O. Box 017
 Trenton, NJ 08666-0017



Motor Vehicle Commission

State of New Jersey
 P.O. Box 017
 Trenton, NJ 08666-0017
 1-888-486-3339 x5069

Report of Possession of Abandoned Vehicle by Public Agency

Date of Request: _____

The undersigned authorized representative of the below named Public Agency hereby certifies that the following described motor vehicle was found abandoned within our jurisdiction and, in accordance with the provisions of N.J.S.A. 39:10A-1 et seq, we have taken possession of same and hereby request verification of ownership and issuance of an application for certificate of ownership. **Note:** Before submitting this application you are required to first check with the National Crime Information Center (NCIC) to determine if this may be a stolen vehicle.

In accordance with the provisions of N.J.S.A. 39:10A-1, the following requirements have been completed (check all that has been completed).

Public Agency		Storage Facility
<input type="checkbox"/> NCIC Checked	<input type="checkbox"/> Public Agency Notified Storage Facility	<input type="checkbox"/> Storage Facility Notified Owner
<input type="checkbox"/> Public Agency Notified Owner	<input type="checkbox"/> NICB Notified	<input type="checkbox"/> Storage Facility Notified Lienholder
<input type="checkbox"/> Public Agency Notified Lienholder		

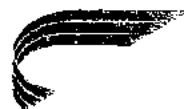
Vehicle	Vehicle Identification Number		Body Type	
	Year	Make	Model	Mileage (No tenths)

Public Agency	Name of Agency		15 Digit NJ Corrcode	
	Street Address	City	State	Zip
	Signature of Authorized Person		Date	

Information	Name & Address of Owner		Registration Plate Number	
	Name & Address of Lienholder			
	Name & Address of Storage Facility/Tower			

Title Requirements - For Informational Purposes Only

Pursuant to N.J.S.A. 39:10A-1, when a motor vehicle remains unclaimed by the owner or other person having a legal right thereto for a period of 20 days, and the vehicle cannot be certified for a junk title certificate, it may be sold at auction in a public place. When a motor vehicle remains unclaimed by the owner or other person having a legal right thereto for a period of 15 days and the vehicle can be certified for a junk title certificate, it may be sold at auction in a public place. Notice of the sale must be given by certified mail, return receipt requested, to the owner, if known, and to the holder of security interest, if any. **The public agency must provide notice of sale by publication, in a form prescribed by the Chief Administrator of the Motor Vehicle Commission by one insertion at least 5 days before the date of sale in one or more newspapers published in this state and circulating in the municipality in which such motor vehicle is held.** Pursuant to N.J.S.A. 39:10A-2, at any time prior to sale the owner or other person entitled to thereto may reclaim possession of the motor vehicle upon payment of the reasonable costs of removal and storage of the vehicle and any fine or penalty and court costs assessed against him for a violation which gave rise to the seizure or taking possession of such vehicle. If the person storing the vehicle fails to provide notice to the owner of record and to the security interest holder within 30 days of the date on which the storage facility received the notice from the public agency, the maximum amount that person may charge the owner of record or the security interest holder for storing the vehicle shall be \$750, provided that the owner of the vehicle or security interest holder submits a proper claim for the vehicle not later than the 30th day following the date the notice is delivered from the public agency to the person storing the vehicle.



New Jersey Motor Vehicle Commission

P.O. Box 017
Trenton, NJ 08666-0017

STATE OF NEW JERSEY
1-888-486-3339 ext. 5069 (in state)
1-609-292-6500 ext. 5069 (out of state)

Instructions to Implement the Abandoned Vessel Disposition Law

**** Please note that each case is unique and additional documents may be required upon request. ****

Purpose and Authority:

These instructions implement the Abandoned Vessel Disposition Law (N.J.S.A. 12:7C-7 et seq.) which provides property owners with a mechanism for legal acquisition and disposition of vessels abandoned upon their property; however, this is not a substitute for the settlement of disputes between the property owner and vessel owner.

Provisions:

Pursuant to N.J.S.A. 12:7C-9, it is unlawful for any owner to abandon any vessel to or upon public land or waters of this State, including any municipal waterway, to or upon any municipally-owner land, or upon any private property, or the water immediately adjacent thereto without the consent of the official designated by law to have jurisdiction over such public land or waterway, or the owner or other person in charge of the private property except when an emergency exists.

A vessel which has remained moored, grounded, docked, or otherwise attached or fastened to or upon any public land or waterway or any private property without such consent for a period of more than 30 days, or which is submerged partially or completely into the water for a period of time, shall be deemed abandoned and may be impounded if an official authorized by statute or ordinance to enforce regulations related to municipal waterways or a law enforcement officer having enforcement authority has reason to believe that the vessel has been abandoned.

The vessel may be removed from a municipal waterway by, or at the direction of, the municipality or harbor commission and may be impounded and removed to a storage space, and its registration plates seized.

The owner shall be responsible for the cost of the removal, transportation, storage or disposal, and any other incidental costs associated with the impounded vessel.

Whenever a vessel is removed, the official designated by law to have jurisdiction over the municipal waterway shall file an incident report with the New Jersey Motor Vehicle Commission (MVC).

Pursuant to N.J.S.A. 12:7C-10, if the owner of the vessel fails to claim the impounded vessel and pay the reasonable costs of removal and storage by midnight of the 30th day following impoundment, it shall be prima facie evidence of abandonment and shall establish a rebuttable presumption that the vehicle is abandoned. A landowner, his lessee, or his agent or a municipality or harbor commission, in the case of a municipal waterway, may institute proceedings to acquire title to any abandoned vessel on his land or the water immediately adjacent thereto in the case of a landowner, his lessee, or his agent, or which has become abandoned in a municipal waterway, in the case of a municipality or harbor commission. The acquisition of title divests any other person and any other legal entity, including lienholders, of any interest in the vessel.

At any time prior to the final acquisition of title by the landowner, his lessee, his agent, or a municipality or harbor commission, the owner or a lessor or holder of a lien on the vessel may reclaim possession of it upon payment of the reasonable costs of removal and storage of the vessel and any outstanding penalties and court costs assessed against him; provided, however, that if it is a lessor or the holder of a lien who is reclaiming the vessel, he may reclaim the vessel without payment for the storage but shall pay the costs of removal. In such cases, the owner of the vessel shall be liable for all outstanding costs, fines and penalties, and the municipality shall have a lien against the property and income of that violator for the total amount of those outstanding costs, fines, and penalties if the vessel has been abandoned in a municipal waterway or on municipally-owned land.

Procedure and Requirements to Acquire Title:

1 *If the abandoned vessel has a New Jersey boat registration number*, the applicant must furnish a "Vehicle Registration Application Request" Form DO-11A along with a \$15.00 check or money order made payable to "NJMVC" (no cash). Mail documents to the following address: NJ Motor Vehicle Commission (MVC), Data Output, 225 E. State Street, Trenton, NJ, 08666.

Upon receipt of registration information from the MVC, the applicant must determine whether the vessel was used for commercial or non-commercial purposes.

If the Registration Code (Reg Code) on the Registration Application is a Code 81 the vessel was used for non-commercial purposes. In this case, the applicant must contact the County Recording Officer of the county in which the registered owner resides and request a certificate of search pertaining to lienholders on the vessel. The applicant shall comply with the procedures and fees of the County Officer. Note: Some counties may require the applicant to utilize title search companies.

If the Registration Code (Reg Code) on the Registration Application is anything other than Code 81, the vessel was used for commercial purposes. In this case, the applicant must contact the Secretary of State, Division of Commercial Recording, P.O. Box 303, Trenton, NJ, 08625 and request the Secretary of State to supply him/her with a certificate of search pertaining to lienholders on the vessel.

If the abandoned vessel has a boat registration number from a state other than New Jersey or does not have a boat registration number or other obvious owner identification (e.g. papers, identification documents aboard, etc.), a search must be made for a vessel documentation number on the main beam of the vessel. If a number is found, the applicant must contact the U.S. Coast Guard, National Vessel Documentation Center, 2039 Stonewall Jackson Drive, Falling Waters, West Virginia, 25419, and request that the Coast Guard furnish him/her with the name(s) and address of the owner and lienholder, if any.

2 The applicant must also request a lien search with the New Jersey MVC. Lien Search Application (DO-22) with a \$15 check or money order payable to "NJ MVC" is required to be submitted. If there is no record in New Jersey, we will perform an additional search, and if a record is found you will be notified. If no records are found, a certified search from the Motor Vehicle Authority of New York, Delaware, Pennsylvania, Connecticut and Maryland will be required. Submit your lien search request with one of the documents listed in step 3.

3 *If the vessel was abandoned on private property*, a notarized statement is required stating how and when you came into possession of the vessel. The statement must contain a complete description of the vessel, the applicant's name and address, the current date, and the applicant's signature.

If the vessel was abandoned at a marina and the marina owner entered into a storage contract with the vessel owner, a copy of the contract(s) is/are required if in existence. In cases where the marina owner has made repairs to the vessel, a copy of the repair bill(s) is/are required.

Do Not Continue until you receive a response regarding steps 1 & 2. For assistance, call the telephone number listed on Page 1 of this procedure.

4 Upon receiving the certificate of search, the applicant must notify the vessel owner and any secured party or assignee thereof by mailing "Abandoned Vessel Notice" Form OS/SS-64. The notice must be sent United States Postal Service Certified Mail, Return Receipt requested. If the registered owner responds that the vehicle was sold or transferred to another person, the applicant shall then redirect the notice to the new owner. If no owner can be identified, or no secured party appears on the records of the Secretary of State, County Recording Officer, Motor Vehicle Commission, or the U.S. Coast Guard, the "Abandoned Vessel Notice" Form OS/SS-64 does not need to be sent. A copy of this notice and the signed return receipts are required to be submitted to this office. If returned undeliverable, the original, unopened envelope is required.

Procedure and Requirements to Acquire Title: *(continued)*

5

At the same time as step 4, the applicant must place a notice in a newspaper that is published and circulated within the county and/or municipality where the vessel is located. The newspaper advertisement must (Number-HIN and/or Registration Number). Publication must also state that if the vessel is not claimed and removed within 30-days after the publication date, the applicant will apply for title in the applicant's name in accordance with the Abandoned Vessel Disposition Law, N.J.S.A. 12:7C-7 et seq. An affidavit of newspaper publication is required to be submitted to this office. Copies must be certified.

Note: The newspaper publication and letter (steps 4 & 5) shall not contain any statements conditioning the release of the vessel upon the payment of overdue repairs or storage costs with respect to the vessel.

6

If the vessel is not claimed and removed within 30 days after the publication date of the notice, the person, entity, municipality, or harbor commission desiring to acquire title shall apply to the MVC for transfer of title to the vessel.

7

The applicant may apply to the MVC for title to the vessel in his name by submitting a completed and notarized "Application for Title to an Abandoned Vessel" Form OS/SS-65 and a \$60.00 check or money order (no cash) made payable to: NJMVC. You may mail documents to the below address. **Note:** No title shall be issued if there is any dispute between the applicant and the owner of the vessel.

8

After review of your documents, the MVC may find it necessary for the vessel to have the Hull Identification Number (HIN) inspected by the NJ Marine State Police. If a HIN inspection is required, you will be contacted prior to issuance of the Certificate of Ownership. You must have the ISM/SS-10A completed by the Marine State Police.

9

After review and approval of all required documents, the MVC may issue the applicant title to the vessel in the form of a Certificate of Ownership. The acquisition of title to the vessel by the applicant divests any other person of any interest in the vessel.

**After making copies for your records,
mail required documents to:**

Motor Vehicle Commission
Special Title/Abandoned Unit
225 East State Street
P.O. Box 017
Trenton, New Jersey 08666-0017

On the Road to Excellence
www.njmvc.gov

New Jersey is an Equal Opportunity Employer



New Jersey Motor Vehicle Commission

NJ MVC/Abandoned Unit
P.O. Box 017
Trenton, NJ 08666-0017

STATE OF NEW JERSEY
1-888-486-3339 ext. 5069 (in state)
1-609-292-6500 ext. 5069 (out of state)

Date of Application: _____

Application for Title to an Abandoned Vessel

Last Name		First Name		Middle Initial	
Street Address		City		State Zip	
NJ Driver License No. (if Business-Corporate)					

Ident	Name, if any		Hull Identification Number (HIN)		
	State Boat Registration Number		U.S. Coast Guard Documentation Number, if any		
	Year	Make	Length	Hull Material	
	Type (Cabin, open, etc.)		Fuel Used (Gasoline, diesel, etc.)		Propulsion (Inboard, outboard, i/o, etc)
	Date Vessel Abandoned without Permission		Location Vessel Abandoned		

Ownership of Vessel	Owner Name (Last, First)				
	Owners Address				
	Ascertained Ownership Information From <i>(check and complete statements as necessary):</i>				
	<input type="checkbox"/> Boat registration information from the NJ MVC or the State of: _____ (attach copies). <input type="checkbox"/> A vessel documentation check by the U.S. Coast Guard (attach copy). <input type="checkbox"/> Through the following means in the absence of the foregoing, or based upon ownership information received: <i>(Describe in full, what you did and attach letters or other substantiating data as appropriate. Use extra sheets if necessary.)</i>				
	_____ _____ _____ _____				

Lienh	Applicant Last Name: _____
	<p>Ascertained Lienholder Information From <i>(check and complete statements as necessary):</i></p> <p><input type="checkbox"/> The Secretary of State of New Jersey responded that a lien is held on this commercially used vessel by: _____</p> <p style="text-align: center;"><i>Name & Address of Institution or Individual (If not applicable or none, so state)</i></p>
	<p><input type="checkbox"/> The recording officer of _____ County in the State of _____, wherein the registered Vessel owner resides, responded that a lien is currently held on this pleasure used vessel by: _____</p> <p style="text-align: center;"><i>Name & Address of Institution or Individual (If not applicable or none, so state)</i></p>
Pub	<p><input type="checkbox"/> The Authorities of the State of _____ have responded that a lien is held on this vessel by: _____</p> <p style="text-align: center;"><i>Name & Address of Institution or Individual (If not applicable or none, so state)</i></p>
	<p>Date Notice Appeared in Newspaper _____</p>
	<p>Name and Address of Newspaper _____</p>
<p>County & City in which Newspaper Circulates _____</p>	
<p>Notification to Owner & Lienholder, if applicable (Form OS/SS-64) <i>(check and complete statements as necessary)</i></p> <p><input type="checkbox"/> I mailed a registered "Abandoned Vessel Notice" Form OS/SS-64 to the owner and lienholder (if applicable), in accordance with the provisions of the Abandoned Vessel Disposition Law (N.J.S.A. 12:7C-7, et seq.). The notice was mailed on: _____ Date Notice Mailed. Further, I am unaware of any dispute by the vessel owner or lienholder.</p> <p><input type="checkbox"/> I was unable to ascertain the owner and lienholder (if applicable); therefore, I could not send the registered letter.</p>	

State of New Jersey
County of _____

BEFORE ME, the undersigned Notary, _____
[name of Notary before whom affidavit is sworn], on this _____ *[day of month]* day of _____
[month], 20____, personally appeared _____
[name of affiant], known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

1. I submit this application to obtain a New Jersey title for the above-described vessel, which was impounded after remaining on public land or waterway, or private property, without the consent of the person in control of the property or waterway, for a period of more than thirty (30) days. The owner of the vessel failed to claim the vessel by midnight of the thirtieth day.
2. On _____, I placed notice in the above newspaper, describing the vessel, its location of abandonment, any identifying number, and stating that if the vessel is not claimed and removed within thirty (30) days after the publication date of the notice, I would apply for title to the vessel in my name under the Abandoned Vessel Disposition Law (N.J.S.A. 12:7C-7, et seq.). To date, there has been no response to my public notice.

3. Check one:

On _____, I mailed a registered Abandoned Vessel Notice (OS/SS-64) to the owner and to the vessel lienholder (if applicable), stating that if ownership is not claimed and the vessel not removed within thirty (30) days, title to the vessel will be applied for in my name. To date, there has been no response to my registered notice(s);

The owner has responded; See response.

I was unable to ascertain the owner (or lienholder) and I could not send a registered letter requesting removal of the vessel.

4. To the best of my knowledge, this vessel is not the subject of any court action in which ownership, unpaid storage or repair bills are in dispute.

5. Accordingly, having complied with all applicable provisions of the law governing the disposition of abandoned vessels within the waters of the State of New Jersey, I hereby request that title to the vessel abandoned for more than thirty days, as described herein, be issued to me.

[signature of affiant]

[typed name of affiant]

[address of affiant, line 1]

[address of affiant, line 2]

Subscribed and sworn to before me, this _____ *[day of month]*

day of _____ *[month]*, 20_____.

[Notary Seal:]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20_____.

Applicant Last Name: _____

Abandoned Vessel Checklist

Use the below checklist as a guide as it may be useful to ensure that you have met all the requirements of the Abandoned Vessel Procedure. To ensure your request is processed in a timely manner, please only submit complete and accurate documents. If you have any questions or concerns, please contact the telephone number listed prior to submitting your request. **This checklist must be submitted with your completed request.**

Please Note: Each case is unique and is handled on an individual basis. Additional documents may be required upon request.

-
- Boat ownership information furnished by the NJ MVC or the State of _____.
 - U.S. Coast Guard Documentation Number Certification (if applicable).
 - Certificate of Search, State of New Jersey (if applicable).
 - Certificate of Search, County of _____.
 - Affidavit of Newspaper Publication with actual Newspaper Publication (a clipping).
 - Original registered Abandoned Vessel Notice(s) (Form OS/SS-64) sent to the Owner and Lienholder (if applicable) AND the original signed return receipts. If envelope was returned as undeliverable, the original, unopened envelope with US Postal Service notation is required.
 - If applicable, A Copy of Contract and/or Repair-Storage Bill(s).
 - *If abandoned on Private Property*, a notarized letter stating how the applicant came into possession of the vessel.
 - Check or money order in the amount of \$60.00 made payable to: NJ MVC.
 - Application for Certificate of Vessel or Hull Ownership (Form OS/SS-27).
 - Application for Title to Abandoned Ve
 - Hull Identification Number (HIN) Investigation Report, Form OS/SS-10A (if applicable).

Attachment K:

Debris Load Ticket

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION-DIVISION OF SOLID AND HAZARDOUS WASTE

SOLID WASTE ORIGIN AND DISPOSAL FORM

A. Transporter Section (To be completed by the Transporter prior to transport to the disposal site)

1. Name of Registered Transporter: _____ Phone No. _____
 2. NJDEP Registration No.: _____
 3. Type of Transporter Registration: (Check One) A-901 Licensed Registered self-generator Registration Exempt Waste Self-Generated: (Check One) YES NO
 5. Name of LESSOR if the solid waste vehicle is leased: _____
 6. Decal No. _____ License Plate No. _____ Capacity _____ Leased - Yes or No _____
 Type _____
 Cab or Single Unit _____
 Container _____ N/A _____
 Trailer _____
 Transporter to complete waste origin information. _____
 Municipality (ies) _____ County(ies) _____ State _____ % of Total Load _____

7. A. Waste Types (Please circle)
 ID 10 ID 13 ID 13C ID 23
 ID 25 ID 27 ID 27A ID 27I
 Other: _____
 B. Source Separated Recyclables: (Please circle)
 Paper / Corrugated / Glass / Metal / Plastics
 Concrete / Asphalt / Wood / Yard Material
 Other: _____
 * Sending Facility: (If solid waste is transported from a solid waste intermodal, transfer, or material recovery facility, list the facility name in the Municipality column, ID # in the County column and the State in which the sending facility is located in the State column.)

9. Date Waste Collected: _____
 10. Transporter's Certification: I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS TRUE TO THE BEST OF MY KNOWLEDGE.

PRINT DRIVER'S NAME _____ SIGNATURE _____ DATE _____
B. Disposal Destinations

11. Final Disposal Facility Name & State (Transporter Completes 11 & 12): _____
 12. Non Hazardous Manifest # or Bill of Lading # or Pull Ticket #: _____
 13. In State weigh location (Weigh master completes 13 through 16): _____
 14. GROSS WT.: _____ NET WT. (IN STATE DISPOSAL ONLY): _____ 15. SCALE TICKET No. (IN STATE DISPOSAL ONLY): _____
 16. Weigh master's Certification: I CERTIFY THAT THIS FORM HAS BEEN COMPLETED BY THE REGISTERED TRANSPORTER IDENTIFIED ABOVE, AND THAT THE GROSS WEIGHT FIGURE IS TRUE AND ACCURATE FOR LOADS GOING OUT OF STATE.

C. In State Disposal Facility Section (To be completed by facility operator for loads disposed of in State only)
 SIGNATURE: _____ DATE: _____

17. New Jersey Receiving Facility Operator Certification: I CERTIFY THAT THIS FORM HAS BEEN COMPLETED BY THE REGISTERED TRANSPORTER IDENTIFIED ABOVE, AND THAT THE WASTE AS IDENTIFIED BY THE TRANSPORTER IS PERMITTED TO BE DISPOSED OF AT THIS FACILITY
 Receiving Facility Permit or ID#: _____ DATE: _____ TIME: _____ OPERATOR'S STAMP OR SIGNATURE _____

Instructions for completing NJDEP Solid Waste Origin and Disposal Form

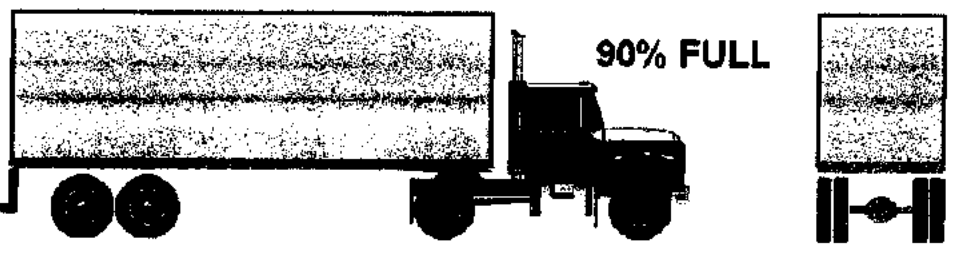
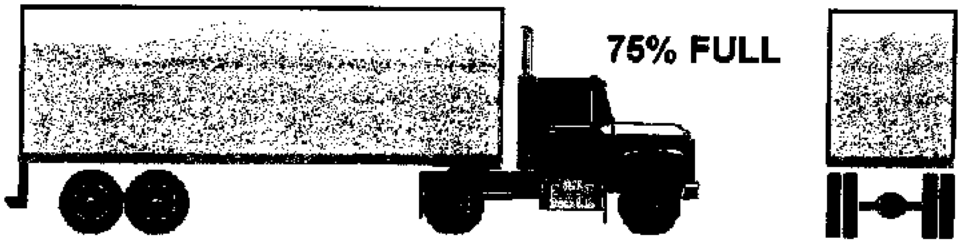
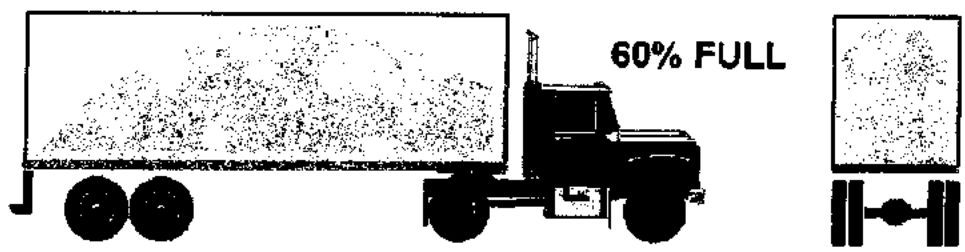
1. **Name of Registered Transporter and Phone Number:** The transporter must use the registered trade name of the transporter as identified on the NJDEP Solid Waste Transporter Registration along with the appropriate telephone number (including area code) of the company. Nicknames, aliases and abbreviations are not acceptable.
2. **NJDEP registration No.:** The correct NJDEP Solid Waste Transporter Registration Number must be filled out. This number appears on the registration certificate which must be carried with the vehicle.
3. **Type of Transporter Registration:** The appropriate box must be checked depending on whether the transporter is licensed, is a self generator exempted from licensing requirements, or the vehicle is not subject to NJDEP registration requirements.
4. **Waste Self Generated:** The appropriate box must be checked to disclose whether the waste was self generated by the entity performing the transportation.
5. **Name of LESSOR if the solid waste vehicle is leased:** The name of the lessor as indicated on the lease must be filled in if the vehicle is leased. The lease must be carried in the registered vehicle.
6. **Decal No., Type, License Plate No., Capacity, and Leased:** The decal number must be filled in for the appropriate type of registered equipment (i.e. container, trailer, cab, etc.). The License plate must also be filled in for the appropriate equipment along with the capacity (i.e. 30 cubic yard container). Yes or No must be filled in next to the appropriate type of equipment to indicate if it is leased.
7. **Waste Types and Source Separated Recyclables:** The transporter must indicate the type(s) of waste being transported by circling the appropriate waste types. An example of "other" would be non hazardous bulk liquid (type 72) for example. If a load consists of source separated recyclables the transporter must circle the appropriate material. If the load consists of more than one co-mingled type of recyclable, "co-mingled" must be indicated under the "Other" section along with the approximate percentages (i.e. co-mingled paper 25%, metal 50%, plastics 25%)
8. **Municipality, County State, % of Load:** The transporter must identify the waste origin by municipality, county, and state along with the respective percentage of each waste origin. In the event waste is transported from one solid waste facility to another (for example from a transfer station to a landfill for disposal) the transporter must indicate the sending facility's name in the municipality column, the facility permit # in the County column, and the State in which the sending facility is located in the State column, in addition to the waste origin(s). The percentage of waste sent from a single solid waste facility such as a transfer station should be recorded as 100%.
9. **Date Waste Collected:** The transporter must fill in the actual date the solid waste was collected.
10. **Transporter's Certification:** The driver representing the transporter must print and sign his/her name and date to certify the information in the Transporter Section was completed accurately.
11. **Final Disposal Facility Name & State:** The transporter must fill in the final disposal facility name and State in which the facility is located.
12. **Non Hazardous Manifest # or Bill of Lading # or Pull Ticket #:** The transporter must identify the appropriate manifest or bill of lading number for loads being transported for out of State disposal. The pull ticket number must be recorded for all loads where such a document is generated.
13. **In State weigh location:** The weigh master must complete the location of the weighing facility. For most instances of in State disposal this is the same location as the disposal facility, however in cases involving loads being transported out of State, the weigh location may be designated to be a location other than a disposal facility.
14. **Gross Wt. And Net Wt.:** The weigh master must complete the gross weight for all vehicles transporting waste and recyclables into solid waste facilities within this State. The gross weight must also be completed for all loads destined for out of State waste disposal facilities. The net weight must be recorded for all loads being disposed of in this State.
15. **Scale ticket #.** The weigh master must record the appropriate scale ticket # generated for loads received for disposal within this State.
16. **Weigh master's Certification:** The weigh master must certify the information he or she recorded is accurate.
17. **New Jersey Receiving Facility Operator Certification:** The person responsible for recording information for loads received at New Jersey solid waste facilities must fill in the facility number the date and time and stamp or sign the form to certify the form was completed by the transporter and that the waste identified by the transporter is permitted to be accepted at the facility for disposal.

Failure to carefully follow these instructions in accurately completing the Solid Waste Origin and Disposal Form can lead to enforcement action including penalties.

Waste Type ID 10 = municipal solid waste
 Waste Type ID 13 = bulky solid waste
 Waste Type ID 13C = construction & demolition debris
 Waste Type ID 23 = vegetative waste
 Waste Type ID 25 = animal and food processing waste
 Waste Type ID 27 = dry industrial waste
 Waste Type ID 27A = asbestos containing waste
 Waste Type ID 27I = incinerator ash

Attachment L:

Load Capacity Estimator



Attachment M:

NJDEP Debris Removal Planning Sheet

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION EMERGENCY DEBRIS PLANNING FACT SHEET

Recent natural disasters, such as Hurricane Irene, the October 2011 Nor'easter, and the June 2012 Derecho, have challenged New Jersey municipalities and counties to safely and timely collect, stage, and transport offsite the large amount of vegetative and waste debris generated by these events. These and other recent disasters point out the need for local and county agencies to review regularly and revise, if necessary, their emergency debris management plans. The Department believes all debris management plans at a minimum should address the following areas:

- General Debris Handling and Waste Prioritization
- Pre-Approved Temporary Staging Areas for Vegetative and Waste Debris
- Emergency Debris Removal & Transportation Contracts
- Communications and Information Resources for local officials, residents & businesses
- Personnel Training

In addition to the information provided below, FEMA has numerous municipal debris removal guidance documents at the following web site:

http://www.fema.gov/government/grant/pa/debris_main.shtm

A. General Debris and Waste Handling & Prioritization

Depending on the severity of the disaster, it will not be possible to address the pickup and disposal of all generated debris in a timely manner in addition to regular garbage pick up activities. Every municipal and county debris management plan should, therefore, focus first on clearing the debris that hinders immediate lifesaving and emergency response actions and that poses an immediate threat to health and safety. Once such debris is addressed, other debris can be removed, segregated, temporarily staged (if necessary), and then transported to a disposal facility. County/Municipal debris management plans should consider the order in which this non-emergency waste will be collected and alert residents of any expected delay in garbage collection (see also "Garbage Delay Fact Sheet included).

Residents need to be advised that waste materials should be separated by type to facilitate prompt removal. It is especially important to properly separate out and bag putrescible materials (for example, food wastes and other waste that cause odors and/or attract insects, rodents and other animals) so that they may be picked up on a priority basis. Additionally, household hazardous waste and e-waste (for example TVs and computers) must be separated from other wastes so that they may be handled in an environmentally safe manner. Lastly, waste and debris should not be placed in the road, block mailboxes, electric and water meters, fire hydrants, storm drains, or areas prone to flooding. Residents should also be made aware that during the debris removal process they may experience increased traffic and noise.

Waste separation at the debris management area is important to minimize odors and rodent or other vector problems, and to protect the workers and the public who may come in contact with waste materials. Coordination with the county Office of Emergency Management (OEM), county

household hazardous waste program, and county & local health departments is essential and all parties should participate in the planning process.

In addition, materials which can be recycled such as tree branches, certain construction and demolition debris, and white goods should be separated from those that must be disposed of as waste. This will facilitate the flow of these materials to recycling facilities and reduce the burden on solid waste disposal operations. Separation of waste by type may also reduce costs, as generally waste disposal costs more than recycling.

B. Debris Management Areas

Municipalities and counties should identify in advance of an emergency appropriate debris management areas that can be used to stage and/or process excess materials. Please be aware that the use of such areas must comply with FEMA requirements in order to receive FEMA reimbursement, including NJDEP approval of those areas. NJDEP has a pre-approval process to assist towns and counties to select the appropriate sites in advance of emergencies, which is explained in the next section, "Obtaining Pre-Approval of Debris Management Areas." Identification of debris management areas should be appended to both the municipal and county OEM planning documents for reference. This will allow post-emergency/recovery clean-up efforts to begin early and proceed in an efficient manner. For towns with no appropriate areas for managing debris or towns with small populations, it is essential to identify appropriate regional debris management areas that can be used and agreed upon by all parties before an emergent situation arises.

Debris management areas should only be located at sites which can be secured and under no circumstance should they be located within a flood hazard area. Prior approval from the local Office of Emergency Management, the local Fire Marshall, and the Pinelands Commission, if applicable, are necessary for a debris management area to be approved by the Department. Additional considerations for siting a debris management area are as follows:

- Putrescible solid waste debris, some types of construction and demolition debris (such as wallboard, gypsum, and sheetrock), hazardous waste debris, including household hazardous waste, and e-Waste must be stored on a paved area or in containers. The entire debris staging area does not have to be paved, but the areas for staging/storing these types of solid waste and hazardous waste debris must be paved;

- Vegetative debris, white goods (ie refrigerators, washers and dryers), masonry debris (concrete, brick, and block), and construction and demolition wood waste do not need to be stored on a paved area;

- Avoid managing waste in other environmentally sensitive areas and historic/archeological sites;

- Avoid choosing debris management areas near residences, schools, and hospitals. Local tolerance of impacts from noise, dust, and traffic significantly diminish over time;

- Use public lands first to avoid costly leases. Use private land only if public sites are unavailable;
- Look for sites with good ingress/egress to accommodate heavy truck traffic and that have a site configuration that will allow for an efficient layout;
- Consider siting a debris management area on a closed municipal landfill, if available. Please note that additional approvals may be necessary from the Bureau of Landfills & Hazardous Waste Permitting; and
- Conduct a baseline environmental survey before debris operations begin so the site can be returned to those conditions at the conclusion of the debris operations. The baseline environmental survey should document physical features, historic significance, and environmental sampling (soil and water). Digital photos can be helpful and are recommended.

C. Obtaining Pre-Approval of Debris Management Areas

The temporary storage of debris (waste and vegetative) may not be conducted without approval from the Department's Solid and Hazardous Waste Management Program. Therefore the DEP recommends seeking an approval for a debris management area in advance of a storm event.

To obtain a pre-approval of a debris management area, the following information must be provided:

- Location of the site, including street address and what the site is normally used for
- Certification that the areas used to stage/store putrescible solid waste debris, wallboard, gypsum, and sheetrock, and hazardous waste debris (including household hazardous waste and e-waste) are paved. Areas used for staging vegetative debris, white goods, masonry debris, and construction and demolition wood waste do not need to be paved.
- Certification that the Debris Management Area is secured and not located within a flood hazard area or a Pinelands Management Area. If the staging area is to be located within a Pinelands Management Area, prior approval from the Pinelands Commission must be obtained.
- Anticipated height of debris storage and maximum volume of storage area
- A description of the processing activities that will be conducted at this site. Processing (ie chipping and shredding) of vegetative debris is permitted at debris management areas provided all processing equipment has a valid Air Pollution Control Permit and the municipality or county has a dust management plan containing measures to be implemented if dust is generated during processing. Processing, with the exception of non-mechanized processing systems, of solid waste or household hazardous waste is not permitted at debris management areas. Removal of refrigerants from white goods is allowed at debris management areas, in accordance with applicable regulations.
- Documentation of endorsement by the county Office of Emergency Management
- Approval by the local Fire Marshall

- For properties not owned by the county or municipality, documentation of an agreement with the property owner for use of the property.
- Contact information for the individual responsible for the debris management area

The above information should be sent to the following address:

Mary Jo Aiello, Director
Solid and Hazardous Waste Management Program
P.O. Box 420
Mail Code 401-02C
Trenton, NJ 08625
(609) 633-9839 (fax)

Use of a debris management area can only occur when both an Executive Order has been signed by the Governor declaring a state of emergency in the county in which the debris management area is located and an Administrative Order has been signed by the Department's Commissioner allowing the relaxation of certain Solid Waste Management Rules. Without these documents, use of a debris management area constitutes an illegal solid waste disposal facility under the Solid Waste Management Rules and subjects the county or municipality to appropriate enforcement action.

Upon signature of the above documents, counties and municipalities with pre-approved debris management areas may begin using them to manage debris generated by the emergency in accordance with their Department approval. They need only notify the Department prior to starting debris management operations at the site. This notification may take the form of an e-mail to solidwasteemergencies@dep.state.nj.us or a fax to (609) 984-0565 *and must include* an estimate of the length of time the debris management area will be in operation. Since time is of the essence during an emergency event, there is no need to wait for acknowledgement of your notification from the Department prior to using a pre-approved debris management area. The Department will follow-up in a timely manner with each county or municipality that provides a notification.

If a county or municipality does not obtain pre-approval of a debris management area and needs to temporarily manage debris subsequent to an emergency event, the above information must be submitted to the Department and written approval must be obtained prior to the debris management area being utilized. Under no circumstances can debris be managed at a site without Departmental approval.

Due to the nature of putrescible solid waste, pre-approved debris management areas used for the storage of putrescible solid waste may only be operated for an initial period of 7 days. Additional operational time beyond the initial 7 day pre-approval may be requested of the Department.

Debris management areas for vegetative debris, white goods, masonry debris, construction and demolition wood waste, e-waste, and hazardous waste may be operated under a pre-approval for a period of 60 days. At the end of the 60 day period, all debris and waste must have been

removed to an appropriate recycling or disposal facility. If additional storage time is required, approval from the Department must be obtained prior to the expiration of the 60 day pre-approved period. Debris management areas that are allowed to operate beyond the initial 60 day pre-approved period may be required to implement storm water control measures such as containerizing certain wastes, covering non-containerized wastes, and containment and perimeter controls (i.e. sediment fencing, hay bales, absorbent booms, etc.) for the entire site.

D. Debris Removal & Transportation Contracts

It is often necessary during an emergency that generates significant quantities of debris to utilize additional transportation equipment and/or debris removal services. A municipality or county should inventory its governmental vehicles that can be put into service to assist in debris removal and disposal. Additionally, contracts with emergency debris contractors for removal services should be reviewed and amended if necessary to ensure that such services will be available, especially if the emergency event is regional in nature. Contracts covering waste transportation should only be made with companies that use or are licensed solid waste transporters. This is not required for contracts for recyclable materials transport. Lastly, it is important to know if the contractor is also obligated to assist other municipalities or counties to determine if they will have adequate capacity to respond to all calls for assistance during an emergency.

The Department maintains a list of licensed solid waste transporters that is available on the Licensing and Registration web site <http://www.nj.gov/dep/dshw/hwr/regislic/lru.htm>. Choose the report titled "Report - Registered Solid Waste Transporters and Capabilities" from the drop-down listing of available resources at the bottom of the web page.

E. Communications and Information Resources

Municipal/county debris management plans should address how communication between all levels of government and emergency responders will be handled and where additional information can be obtained.

It is especially important to consider how information will be shared with residents during the initial stage of debris response. Such communication is necessary to alert residents of possible delays in garbage collection and the need for separation of and proper placement of debris.

The Department's Solid and Hazardous Waste Management Program maintains an e-mail account for solid and hazardous waste emergencies. Any correspondence with the Solid and Hazardous Waste Management Program can be conducted via that e-mail account at solidwasteemergencies@dep.state.nj.us. All official correspondence from the Department concerning relaxation of rules during an emergency event will be sent out from this e-mail address. In addition, all information regarding an emergency event will be posted on the Department's web page at www.state.nj.us/dep.

F. Personnel Training

All personnel conducting debris operations must be trained, at a minimum, on items such as identification of hazards and proper use of personal protective equipment. Additional training specific to the job duties of all personnel must be conducted to ensure the health and safety of the staff and residents using the site.

G. Recordkeeping

To be reimbursed by FEMA you must maintain records of the amount of debris removed and the facilities it was sent to. FEMA will not reimburse without information regarding the destination facilities, including identification numbers. In addition, you must be able to provide FEMA with documentation of approval from the Department for your debris management operations.

Electronic Questions and Answers

General

Question: In order to price the jobs effectively my firm would like to have our project manager drive around and get a visual of the debris. How might a potential bidder obtain a permit to get into the affected areas to assess the damage?

Answer: Bidders should contact Jonathan Wallace, Division of Purchase and Property, at 609-341-2976 to request access to restricted areas from the State Police.

Question: Are there any TDMA sites identified yet? Or, will this be the contractor's obligation to identify and receive permission to use prior to start of work?

Answer: No TDMA sites for waterway debris removal have been identified as of this time. The Department of Environmental Protection (NJDEP) has identified some potential sites along the coast.

Question: How far offshore do the debris removal zones extend?

Answer: This RFQ does not apply to off-shore areas.

Question: Permits should be the responsibility of the Owner. Will this be changed?

Answer: No, this will not be changed.

Question: What are the expected distances from the dredge areas to the placement areas for purposes of pricing logistics?

Answer: The NJDEP anticipates that most sand will be dredged from back bay areas and will be placed on beaches. In those cases, the distance between dredge sites and placement areas likely will be less than 1 mile. If the NJDEP selects inland areas for placement of sand, then the maximum distance would be approximately 3 miles.

Question: When does the sand material become the property of the Owner?

Answer: The State of New Jersey owns all storm-related debris in waters of the State.

Question: Is this a prevailing wage contract? If so, please provide the wage rates.

Answer: No, this is not a prevailing wage contract.

Question: Please define damage to private or public property that the Contractor shall be responsible for as a result from its performance of work pursuant to this Contract. If existing structure were damaged by Sandy, then how is the existing damage going to be documented in order for the Contractor to avoid being penalized for previous damage?

Answer: The State's debris monitor and/or Project Manager will document conditions prior to debris removal.

Question: Please provide the approximate designated water depths for the waterways inside the various debris removal zones.

Answer: Prior to the storm, Barnegat Bay depths ranged from less than 1 foot to over 30 feet, with the majority of the Bay in the range of 3 to 8 feet. The NJDEP estimates that prior to the storm, over 80% of the Bay was less than 5 feet deep.

The State has not designated water depths for either dredging or debris removal. Debris removal and dredging will comply with FEMA eligibility requirements, including any requirements relating to depth.

Question: How soon after submitting a proposal will the Contractor be notified if they have been selected to submit a best and final proposal?

Answer: The State cannot provide a firm date by which it may select Bidders to submit Best and Final Offers.

Question: Are there any requirements / restrictions on the type of dredge equipment utilized?

Answer: Use of side-casting dredge equipment is prohibited unless approved in advance in writing by the NJDEP. For dredge equipment that is typically used in New Jersey, please refer to the NJDEP's Dredging Technical Manual referenced in Paragraph 3.6.6 of the RFQ.

Question: Who will make the final determination of what debris is removed?

Answer: The State of New Jersey shall make such determinations in collaboration with the Contractor, the debris monitor, FEMA and the State's Project Manager.

Question: What is the process for determining which debris is removed in which manner?

Answer: The process for determining which debris will be removed will be established by the State's Project Manager. The Contractor is responsible for determining the method and manner of debris removal operations. See Paragraph 3.1 of the RFQ.

Question: What is the Contractor's responsibility for identifying debris to be removed?

Answer: The Contractor's responsibility for identification of debris is set forth in the RFQ at paragraph 3.6.1 (General Requirements).

Question: When will the Contractor be notified of the location of all the debris to be removed?

Answer: Once the Contractor is given notice to initiate work within a Zone the Contractor will mobilize to the Zone and assess waterway debris utilizing, among other things (e.g., shorelines surveys, side-scan sonar) information available in the RFQ and the NJDEP's Waterway Debris Resources webpage, the Contractor will present the State's Contract Manager with a plan for debris removal in the Zone. The Contractor is responsible for identifying debris to be removed.

Question: The RFQ states that "The State Contract Manager will issue an initial task order and provide the contractor with a prioritized list of debris to be removed by Zone." Please clarify.

Answer: The State Project Manager or the State Contract Manager will issue an initial task order and will direct the Contractor in debris removal priorities.

Question: Please state the process in which the Contractor receives final acceptance for debris removal and sand screening / placement items.

Answer: See Section 3.6.18 of the RFQ (page 24) – Verification of Debris Removal.

Question: Will there be a variation in estimated quantities clause?

Answer: The State is not estimating quantities as part of this RFQ.

Question: Can you specify the navigable waterways in which the debris removal Contractor will be operating?

Answer: The RFQ is not limited to waterways that used for particular purposes.

Question: Can the resumes be counted as required documents instead of being counted as part of the 50 pages of the proposal?

Answer: Resumes can be included in an Appendix and will not count toward the 50 page limit.

Question: Can you provide a current list of Approved NJDEP offloading sites?

Answer: The NJDEP has not yet approved any Offloading Sites. The State is currently focusing its effort on publicly-owned boat ramps and marinas as Offloading locations. Information on publicly-owned boat ramps and marinas is available on the NJDEP Waterway Debris Resources website at: <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm>

Question: Can you provide the total square miles or acres for each zone and miles of total shore line?

Answer: Estimated acreage of each Zone is set forth below. These numbers are only estimates and are subject to change.

Zone Name	Zone Number	Acres
Metro	1	18,777
Raritan Bay	2	33,087
Monmouth County Tidal Streams	3	2,103
Barnegat Bay North	4	4,758
Mid Barnegat Bay A	5	6,073
Mid Barnegat Bay B	6	24,809
Southern Barnegat Bay	7	12,927
Little Egg Harbor A	8	14,597
Little Egg Harbor B	9	20,346
Great Bay	10	19,295
Southern Zone	11	60,875

The areas were calculated by GIS. In estimating area, the following delineations were made:

- Zone 1: For purposes of estimating area, the NJDEP computed the area of inland waterways.
- Zone 2: For purposes of estimating area, the NJDEP drew a random boundary from the northern tip of Sandy Hook due west.
- Zone 3: For purposes of estimating area, the NJDEP computed the area of the Manasquan River watershed.
- Zones 4-10: For purposes of estimating area, the NJDEP computed the area of inland waterways for each Zone.
- Zone 11: For purposes of estimating area, the NJDEP computed the area of inland waterways on the eastern shore, the area of inland waterways along Delaware Bay and the area from the Delaware Bay coast line to a distance of 1000 feet into the Bay (randomly selected).

Question: The RFP states removal of debris from coastal and tidal waters, does this include removal of debris from the Atlantic side of the zones, and if so, how far out from the coast line?

Answer: The RFQ does not include removal of debris from the Atlantic Ocean.

Question: There are a number of regulated areas that will be encroached upon to facilitate the debris removal (CAFRA, Coastal Wetlands, Waterfront Area, etc.), can we assume that all of the debris removal work (including temporary staging areas) will be performed using a combination of Emergency Permits or has that requirement been waived by the State?

Answer: The NJDEP will issue emergency permits.

Question: If Emergency Permits are to be used, will the selected contractor be required to file the "post issuance" permit applications?

Answer: Yes.

Question: Which of the many Bureaus at NJDEP will be responsible for reviewing and approving the plan for avoiding and minimizing impacts/injury to natural resources?

Answer: Office of Dredging and Sediment Technology (with input from the Division of Fish & Wildlife and State Historic & Preservation Office), Division of Land Use Management (Bureau of Tidelands Management), and Solid & Hazardous Waste Program.

Question: Are the sand berms on the beaches in Ortley Beach, Seaside Heights, Seaside Park, Mantoloking, Lavallette, and the like, included in this contract? If so, what are you going to do with all the sand? Will it be screened and placed back on the beach? If it's part of another contract, which one?

Answer: It is not clear what the bidder is asking. Removal of sand from beaches is not included in this RFQ.

Question: What will be done with the sand washed up on private property?

Answer: This RFQ does not apply to removal of terrestrial debris.

Section 1

Reference: Paragraph 1.1, Pages 2-4

Issue: On pages 2-3 the RFQ states, "Zones are described below in order of decreasing priority." Then the zones are listed as follows: North Region- Zones 1 and 2; Central Region- Zones 3, 4, 5, 6, and 7; and South Region- Zones 8, 9, 10, and 11. On pages 3-4 the RFQ lists Priorities and groups Zones as follows: Priority A- Zones 4, 5, 8, and 9; Priority B- Zone 6; Priority C- Zones 2, 3, and 7; and Priority D -Zones 1, 10, and 11. These two descriptions seem to conflict with each other.

Question: Can the State please clarify the priority of zones?

Answer: The description of the Regions and Zones set forth on pages 2-3 lists the zones in geographical order only (north to south).

The description of the Zones set forth in the list on pages 3-4 lists the Zones in order of priority.

Reference: Side Scan Sonar.

Issue: Utilization of this equipment in areas that are relatively small in size.

Question: Will the State accept an alternative "daily rate" for Sonar Vessels in areas that are "small" i.e., 500 acres or less?

Answer: No.

Reference: Side Scan Sonar

Issue: Progress

Question: Will there be a "waiting period" after the waters have been through the Side Scan Sonar process before vessel(s) can be removed?

Answer: The State has not designated a waiting period.

Reference: Side Scan Sonar

Issue: Post construction sonar survey

Question: Will a post construction sonar survey be required; and if so are we to include it in our yardage price?

Answer: See Paragraph 3.6.18 of the RFQ.

Reference: N/ A

Issue: Priority

Question: Will the State set "Priority areas" for vessel removal operations? If so how will this be accomplished, i.e., targets, grids, waterways?

Answer: The State's debris removal priorities are set forth in Paragraph 1.1 of the RFQ. The State has not established priorities for types of waterway debris removal, but the State Project Manager may do so in collaboration with the NJDEP and the Contractor after the contract is awarded.

Reference: Pricing

Issue: Partially submerged vs. fully submerged vessels

Question: It appears the expectation is for the Contractor to not differentiate a price between partially submerged and fully submerged vessels, is this correct?

Answer: Yes, that is correct.

Reference: Private Property

Issue: Vessels stranded on private property.

Question: In the 11 zones identified, what percentage of the waterway debris, wreckage, vessels & vehicles is located on privately owned submerged land?

Answer: At this time, the NJDEP has not quantified the percentage of waterway debris that is located in waters of the State that overlies lands that the State has transferred to private parties pursuant to riparian grants. State law allows the State to remove abandoned vessels from public land or waterways or private property. N.J.S.A. 12:7C:9(b)(1).

Reference: Private Property

Issue: Right of Entry

Question: What methods will NJDEP use to inform the contractor of privately held submerged land parcels that cannot be entered?

Answer: To the extent that this is required, the State Contract Manager or State Project Manager will notify the Contractor in writing.

Reference: Private Property

Issue: Right of Entry

Question: Does the NJDEP have approved eligibility for removal and disposal of debris, wreckage, vessels and vehicles from FEMA for all privately owned areas of submerged land?

Answer: State law allows the State to remove abandoned vessels from public land or waterways or private property. N.J.S.A. 12:7C:9(b)(1). With respect to other types of waterway debris, the State does not have approved eligibility.

Reference: Private Property

Issue: Right of Entry

Question: Will the NJDEP secure Right of Entry/Hold Harmless forms from all private owners of submerged land in the 11 zones before work commences?

Answer: State law allows the State to remove abandoned vessels from public land or waterways or private property. N.J.S.A. 12:7C:9(b)(1). With respect to other types of waterway debris, the State is working with FEMA to ensure that the State has authorization to enter privately-owned submerged tidelands.

Reference: Private Property
Issue: Hold Harmless

Question: Will the awarded contractor(s) be included in the Hold Harmless document from actions other than negligence brought by private owners of submerged lands in the 11 zones?

Answer: No.

Reference: Private Property
Issue: The zones extend inland to the extent of the FEMA produced New Jersey Interim High Resolution Surge Areas, which will include many thousands of privately held land parcels.

Question: Does the NJDEP intend for this contract to remove all debris and wreckage from the included privately held parcels and if so will the NJDEP secure the Right of Entry/Hold harmless forms from all private land owners prior to the commencement of work?

Answer: The State intends to remove waterway debris that is Eligible Debris (as defined in the RFQ). State law allows the State to remove abandoned vessels from public land or waterways or private property. N.J.S.A. 12:7C:9(b)(1). With respect to other types of waterway debris, the State is working with FEMA to ensure that the State has authorization to enter privately-owned submerged tidelands.

Question: Referring to RFQ, page 10, Section 3.1; the State seems to be looking for cost estimates after tasking, which contradicts the intent of the Cost Proposal Form. Please clarify? Would the State consider an alternative price proposal which provides daily or hourly equipment and personnel rates?

Answer: Bidders are to bid the prices on the attached Price Proposal Form. When the State issues a Task Order for a prioritized list for debris removal within a Zone, the contractor will provide a cost estimate for the actual work based on its bid prices.

No, the State is not seeking hourly equipment or personnel rates. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event.

Reference: Section 3.2
Issue: Zone Operations Manager (ZOM)

Question: Does the state wish to have the Contractor(s) assign a separate ZOM to each of the 11 zones?

Answer: Yes.

Reference: RFQ Section: 3.6.5 and subsections, Pages 16-17

Issue: Section 3.6.5 lists debris categories as Vegetative Waste, Construction and Demolition ("C&D") Waste (Type 13C/Type 27A), White Goods/Household Appliances (Type 13), Scrap Metal, and E-waste. However, the subsections to RFQ Section 3.6.5 (i.e., 3.6.5.1, 3.6.5.2, 3.6.5.3, 3.6.5.4, and 3.6.5.5) don't match. They are as follows: 3.6.5.1 Vegetative Waste, 3.6.5.2 Construction and Demolition ("C&D") Debris, 3.6.5.3 Aggregate, 3.6.5.4 White Goods/Household Appliances, and 3.6.5.5 Scrap Metal.

Question: Are their requirements missing from the RFQ that must be addressed in our proposal response to this section (e.g., E-waste)?

Answer: The State has added Section 3.6.9 to the RFQ to include E-waste and has renumbered the following sections in the RFQ. In addition, a price line has been added to the revised Price Proposal Form to include E-waste.

Attachment A (Price Proposal Form)

Question: Waterway debris can be removed by two methods which carry significant different costs, either by land based equipment or by water based equipment. Would you consider breaking the line items down to account for these different operations?

Answer: No, Bidders must bid the price lines in the Price Proposal Form.

Issue: Sand Collection, Line 11

Question: What method of dredging is preferred for the removal of displaced sand from the waterway?

Answer: Use of side-casting dredge equipment is prohibited unless approved in advance in writing by the NJDEP. Other than that prohibition, the State has no preference for dredging methods. Dredging methods utilized must be cost-effective.

Issue: Sand Collection, Line 11

Question: Will the units of measure be calculated by Side Sonar Scanning (Lines 25-29), volumes showing before and after scan, for this line item?

Answer: For sand that is being placed on a beach, the volume will be measure in cubic yards (CY) and will be determined based on actual physical measurements. For sand that is pumped into marsh areas, the volume will be measured in CY and will be determined by before/after side-scan sonar.

Question: Price Proposal Form, Line 11- Sand Collection - How is sand collection measured and calculated for payment?

Answer: The sand collection is measured by cubic yards and miles.

Question: How does a contractor propose "all-inclusive, firm-fixed" pricing for debris that could be in significantly different water depths or marshlands within any particular zone?

Answer: Bidders should refer to the documents on the NJDEP Waterway Debris Resources website at: <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm> and answers to relevant questions posted herein.

Attachment F (TDMA Operation Guidelines)

Reference: TDMA Guidelines (Attachment F, aka Attachment 13)

Issue: Standards and/or Protocols. There are no specific protocols or standards mandated for soil or groundwater sampling, groundwater-monitoring wells or hazardous waste, ash, fuel storage areas sampling/monitoring.

Question: What are the specific protocols and/or standards that are to be followed according to the NJDEP for the abovementioned sampling/monitoring operations?

Answer: If groundwater and soil testing is required, testing shall comply with NJDEP technical guidance at <http://www.state.nj.us/dep/srp/guidance>.

Question: Can a list of interested bidders be provided?

Answer: The State will not know the bidders until the proposals are submitted.

Question: What is the expected timeframe for this contract to be awarded?

Answer: The State cannot provide a specific date for anticipated contract award but the State intends to award the contract(s) as soon as possible after the proposal submission date.

Reference: Pricing Issue: Partially submerged vs. fully submerged vessels

Question: It appears the expectation is for the Contractor to not differentiate a price between partially submerged and fully submerged vessels, is this correct?

Answer: Yes, this is correct.

Question: Referring to RFQ, page 10, Section 3.1; the State seems to be looking for cost estimates after tasking, which contradicts the intent of the Cost Proposal Form. Please clarify?

Answer: Bidders are to bid the prices on the attached revised Price Proposal Form. When the State issues a Task Order for a prioritized list for debris removal within a Zone, the contractor will provide a cost estimate for actual work based on its bid prices.

Question: Would the State consider an alternative price proposal which provides daily or hourly equipment and personnel rates?

Answer: No, Bidders are referred to the answer to the previous question.

Reference: Section 3.2

Issue: Zone Operations Manager (ZOM)

Question: Are resumes required for Zone Operations Manager(s) and if so will the resumes count against the 50 page restriction?

Answer: Bidders should submit a resume for the Zone Operations Manager(s) under Section 4.7 of the RFQ. Any resumes submitted by a Bidder can be placed in an Appendix will not count in the 50 page limit restriction.

Section 8

Question: On page 35 of RFQ, Section 8.3 – State Project Manager – Is this a possible typo? Should first and second paragraphs be the State Project Manager rather than the State Contract Manager?

Answer: Yes, this is an error. The first and second paragraphs of Section 8.3 should refer to the State Project Manager.

Attachments

Issue: The index of attachments key does not match the actual letter of the specific attachment in all cases.

Question: Can you supply a revised Index of attachments that corresponds exactly to each specific attachment?

Answer: The State will provide a revised Index of Attachments with corrected references to the specific documents.

Question: Within the RFQ reference is made to Attachment A “Price Proposal Form”, but when I downloaded the form from your website, The Price proposal form is labeled as “Attachment 1”. Is this the correct form which consists of just one page?

Answer: The Price Proposal Form labeled “Attachment 1” is the same Form as “Attachment A.” The State is providing a revised Index of Attachments.

Question: The Price proposal form appears to be customized for previous land based type of debris removal contracts but doesn't appear to allow for a contractor to be all encompassing in his potential pricing that might be experienced when assigned a task order. Would the State

consider throwing out this particular form and create a more detailed form or eliminate this requirement all together or allow the contractor to propose his own form that captures costs of his owned or leased equipment?

Answer: No, Bidders are required to use the Price Proposal Form included in the Attachment package.

Issue: Missing Line Items?

Question: Line Items 1-9 only request rates for removal and transport from the Offload to the Final Disposal location. Did the State inadvertently leave off line items for the removal & transport of vegetative and C&D debris from the water and loading it on a transporter in order to get it from the water to the Offloading location?

Answer: The State is issuing a revised Price Proposal Form including more price lines for removal and transport of vegetative and C&D debris.

Question: The Price Proposal form does not include any provision for mobilization, demobilization and equipment characterization. How does a contractor propose pricing for such mobilization, demobilization, and equipment utilization for a presently unknown quantity of work in a large geographic zone?

Answer: Bidders should refer to the documents on the NJDEP Waterway Debris Resources website at: <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm> and answers to relevant questions posted herein.

Question: Would the State consider an auditable, cost reimbursable, indirect quantity-indirect delivery, level of effort type contract for the efforts contemplated under the RFQ? Such contract arrangements already exist between the private sector and the U.S. Navy, and the U.S. Coast Guard.

Answer: No, the State will not consider a level of effort type contract for this RFQ.

Question: Under the Price Proposal Form, lines #9, "White Goods Removal to Disposal Site" and #10, "Freon Management"; within units, it shows costs required to be proposed on a unit basis. What is considered as "the unit"? Absent knowing where the unit is located (i.e. dry, submerged, marshland); how does the contractor propose pricing?

Answer: Bidder is referred to Section 3.6.5.4 of the RFQ defining the types of appliances considered "white goods." Bidders are to provide pricing for removal from waterways, not dry land.

Question: Is attachment 1, Price Proposal Form limited to land transportation costs for lines 1-29, and that all incidental costs will be negotiated separately at the time of a specific task order?

Answer: No, Bidders are to bid all-inclusive prices for the quantities noted on the revised Price Proposal Form.

Question: Can a contractor only propose pricing for all zones within one or two of the geographic regions? Is a bid for less than three geographic regions unresponsive?

Answer: A Bidder must bid all lines for all Zones or be deemed nonresponsive.

Issue: Line 30 Operation of a vehicle/vessel aggregation site.

Question: Would the State consider adding to the Unit description "Per day and per unit" i.e. per vessel/vehicle per day as using per day only does not cover the varying requirements based on the number of vessels/vehicles recovered?

Answer: No, the State will not adding consider a per day usage description to the revised Price Proposal.

Issue: There is no haul out pricing for any of the line items.

Question: Will the state consider adding a line item to load and transport from the TDMA to the final disposal site?

Answer: Yes, the State is issuing a revised Price Proposal Form.

Issue: Transport sand from TDMA back to beach 3.6.6 SAND Sand that has been determined through analytical testing to be uncontaminated and is otherwise suitable for placement on beaches shall be restored (e.g., screened) by the Contractor to pre-storm beach quality. The Contractor may be directed by the State to transport the sand to a designated beach.

Question: There is no line item to transport sand from the TDMA back to beach; how will this cost be covered?

Answer: Bidder is referred to Price Lines 12 to 15 entitled "Uncontaminated Sand Transport."

Question: Price Proposal Form, Measure of Distance - Is the distance just measured for transportation by road, or does this include distance via marine transportation also?

Answer: Bidder is referred to the price lines in which the distances noted are defined

Question: Price Proposal Form, Verification of Debris Removal - Will there be a line item for Identification of Debris to be removed?

Answer: Yes, Bidders are referred to revised Section 3.6.18 of the RFQ and the revised Price Proposal Form for information regarding Pre-Removal Assessment.

Question: If TDMA is required, I do not see pricing from offloading site to TDMA, and then from TDMA to final disposal?

Answer: The State is issuing a revised Price Proposal Form with additional price lines.

Question: On Attachment 1: Pricing Proposal Form, at the bottom of the page it refers to "Total State price is the single price that bidder would offer, per price line, for all Zones in the State". I do not see where a column for "single state price" has been added to the price proposal form?

Answer: The State has added a column for a "single state price" to the revised Price Proposal Form.

Question: On the Pricing Proposal Form, line item 1-8, this price is broken down by distance from offloading site to final disposal. Shouldn't this be from debris location to final disposal? We have not been given the exact area or length of each zone, therefore we do not know how far the debris will have to travel over the water to the offloading site. Therefore, line items 1-8 should be total distance the debris has traveled from original debris removal location to final disposal.

Answer: Bidder is referred to the revised Price Proposal Form which has the following distance measures: Offload to TDMA; TDMA to final disposal and Offload to final disposal.

Question: Will the pre-sonar services to identify debris be included in this RFP as a required task, and if so, will they be paid by the acre under pricing line items 25-29? Or does this need to be included in the cubic yard rate for debris removal?

Answer: The State is issuing a revised Price Proposal Form with additional price lines for Pre-Removal Assessment.

Question: Under pricing line items 25-29, Verification of Debris Removal, will this be paid by the acre? If this will not be paid by the acre, will it be included in the cubic yard rate for debris removal?

Answer: Bidder is referred to the revised Price Proposal Form pricing lines 25-29 in which price per acre is the stated unit.

FINAL BIDDER CHECKLIST**Dated January 16, 2013**RFQ FOR WATERWAY DEBRIS REMOVAL SERVICES
DUE DATE: FRIDAY, JANUARY 18, 2013 AT 3:00 P.M.**THIS CHECK LIST IS DESIGNED TO HELP A BIDDER PREPARE A COMPLETE, RESPONSIVE PROPOSAL. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT ALL REQUIREMENTS OF THE RFQ HAVE BEEN MET.**

YES	<u>PROPOSAL MUST INCLUDE THE FOLLOWING DOCUMENTATION OR THE PROPOSAL WILL BE DEEMED NON-RESPONSIVE:</u>
<input type="checkbox"/>	\$3,000,000 bid security provided as required in Section 8.3 of the RFQ
<input type="checkbox"/>	Prices supplied on all price lines in Final Attachment A – Price Proposal Form Dated January 16,2013
<input type="checkbox"/>	Reviewed and Signed Waivered Terms and Conditions for Services Contracts at: http://www.state.nj.us/treasury/purchase/forms/wtermss.pdf
<input type="checkbox"/>	Completed and signed Ownership Disclosure Form at: http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf
<input type="checkbox"/>	Completed and signed Disclosure of Investigations and Other Actions Involving Bidder Form at: http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf
<input type="checkbox"/>	Completed and signed Disclosure of Investment Activities in Iran at: http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf
<input type="checkbox"/>	Completed Certification of MacBride Principles and Northern Ireland Act of 1989 at: http://www.state.nj.us/treasury/purchase/forms/MacBride.pdf
<input type="checkbox"/>	Affirmative Action Employee Information Report/New Jersey Affirmative Action Certificate/other AA/EEO evidence at: http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf
<input type="checkbox"/>	Completed and signed Source Disclosure Form at: http://www.state.nj.us/treasury/purchase/forms/sdcert.pdf
<input type="checkbox"/>	Completed and signed Subcontractor Utilization Plan at: http://www.state.nj.us/treasury/purchase/forms/SubContracting.pdf
<input type="checkbox"/>	Completed and signed Ch. 51/EO 117 Vendor Certification & Disclosure of Political Contributions at http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf
<input type="checkbox"/>	Completed and signed Certification of Non-Debarment (Attachment C)
YES	<u>THE FOLLOWING DOCUMENTATION MUST BE PROVIDED AT TIME OF CONTRACT AWARD:</u>
<input type="checkbox"/>	New Jersey Business Registration Certificate

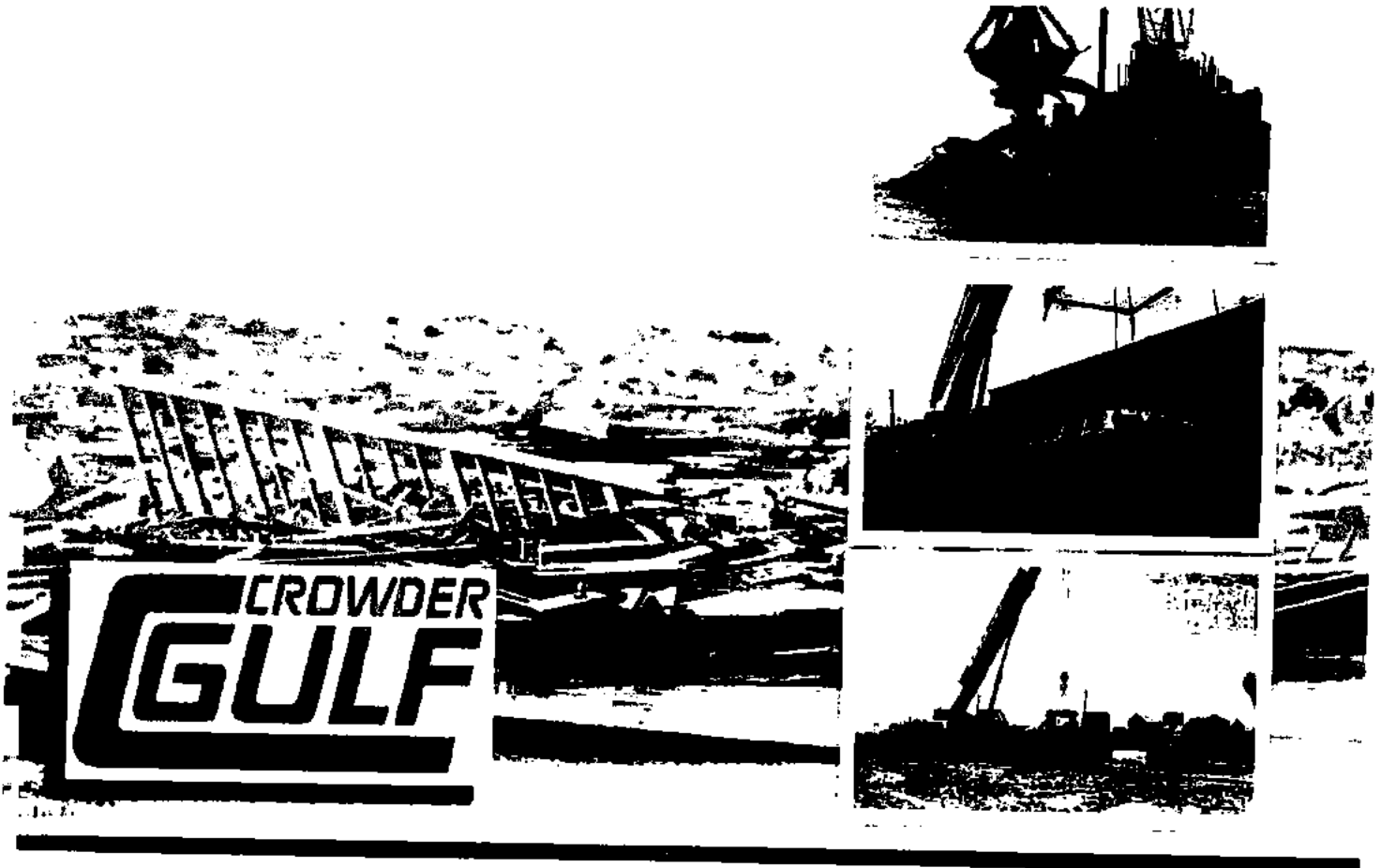
EXHIBIT C

Original

State of New Jersey

RFQ - Pricing Proposal Waterway Debris Removal and Management Services

Friday, January 18, 2013 @ 3:00pm



Corporate Office
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*CrowderGulf is committed to protecting and preserving our environment.
As part of this effort, our proposal is printed on recycled paper.*

FINAL ATTACHMENT A - PRICE PROPOSAL FORM - DATED JANUARY 15, 2013
State of New Jersey - RFO Waterway Cobble Removal Services Pricing from CrowderGulf

Line #	Description	Units	Quantity Measure of Distance	ZONE 1 (A)	ZONE 2 (B)	REGION TOTAL (A+B)	ZONE 3 (C)	ZONE 4 (D)	ZONE 5 (E)	ZONE 6 (F)	ZONE 7 (G)	REGION TOTAL THRU (G)	ZONE 8 (H)	ZONE 9 (I)	ZONE 10 (J)	ZONE 11 (K)	REGION TOTAL SUR (H) THRU (K)	STATE TOTAL SUR (A) THRU (K)
51	White Cloth Removal to land disposal site	Unit	1 - 100 Units	300.00	300.00	600.00	300.00	300.00	300.00	300.00	300.00	1,500.00	300.00	300.00	300.00	300.00	1,200.00	3,000.00
52	White Goods Removal to land disposal site	Unit	Above 100 Units	250.00	250.00	500.00	250.00	250.00	250.00	250.00	250.00	1,250.00	250.00	250.00	250.00	250.00	1,000.00	2,650.00
53	Electricity (Waste - Removal of "waste" that contains hazardous materials, includes computers, monitors and televisions)	Unit	1 - 100 Units	225.00	225.00	450.00	225.00	225.00	225.00	225.00	225.00	1,125.00	225.00	225.00	225.00	225.00	900.00	2,475.00
54	Electricity (Waste - removal of "waste" that contains hazardous materials, includes computer monitors and televisions)	Unit	Above 100 Units	200.00	200.00	400.00	200.00	200.00	200.00	200.00	200.00	1,000.00	200.00	200.00	200.00	200.00	800.00	2,200.00
55	Fresh Management - from management and recycling	Unit	1 - 100 Units	125.00	125.00	250.00	125.00	125.00	125.00	125.00	125.00	625.00	125.00	125.00	125.00	125.00	500.00	1,375.00
56	Fresh Management - from management and recycling	Unit	Above 100 Units	105.00	105.00	210.00	105.00	105.00	105.00	105.00	105.00	525.00	105.00	105.00	105.00	105.00	420.00	1,155.00
57	Sand Collection - removal of dewatered sand from waterway	CY	1 - 50,000 CY	64.00	64.00	128.00	64.00	64.00	64.00	64.00	64.00	320.00	64.00	64.00	64.00	64.00	256.00	704.00
58	Sand Collection - removal of dewatered sand from waterway	CY	Above 50,000 CY	64.00	64.00	128.00	64.00	64.00	64.00	64.00	64.00	320.00	64.00	64.00	64.00	64.00	256.00	704.00
59	Sand Collection - removal of dewatered sand from waterway	CY	Above 100,000 CY	62.00	62.00	124.00	62.00	62.00	62.00	62.00	62.00	310.00	62.00	62.00	62.00	62.00	248.00	696.00
60	Uncontaminated Sand Transport - screening of sand to restore to "bank quality", transport and proper disposal at screening hydroplants	CY per mileage intervals	1 - 50,000 CY	24.00	24.00	48.00	24.00	24.00	24.00	24.00	24.00	120.00	24.00	24.00	24.00	24.00	96.00	264.00
61	Uncontaminated Sand Transport - screening of sand to restore to "bank quality", transport and proper disposal at screening hydroplants	CY per mileage intervals	50,001 - 100,000 CY	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	175.00	35.00	35.00	35.00	35.00	140.00	385.00
62	Uncontaminated Sand Transport - screening of sand to restore to "bank quality", transport and proper disposal at screening hydroplants	CY per mileage intervals	Above 100,000 CY	27.00	27.00	54.00	27.00	27.00	27.00	27.00	27.00	135.00	27.00	27.00	27.00	27.00	108.00	285.00
63	Uncontaminated Sand Transport - screening of sand to restore to "bank quality", transport and proper disposal at screening hydroplants	CY per mileage intervals	1 - 10,000 CY	22.00	22.00	44.00	22.00	22.00	22.00	22.00	22.00	110.00	22.00	22.00	22.00	22.00	88.00	242.00
64	Uncontaminated Sand Transport - screening of sand to restore to "bank quality", transport and proper disposal at screening hydroplants	CY per mileage intervals	10,001 - 25,000 CY	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	125.00	25.00	25.00	25.00	25.00	100.00	275.00
65	Uncontaminated Sand Transport - screening of sand to restore to "bank quality", transport and proper disposal at screening hydroplants	CY per mileage intervals	25,001 - 50,000 CY	31.00	31.00	62.00	31.00	31.00	31.00	31.00	31.00	155.00	31.00	31.00	31.00	31.00	124.00	339.00
66	Uncontaminated Sand Transport - screening of sand to restore to "bank quality", transport and proper disposal at screening hydroplants	CY per mileage intervals	50,001 - 100,000 CY	41.00	41.00	82.00	41.00	41.00	41.00	41.00	41.00	205.00	41.00	41.00	41.00	41.00	164.00	449.00
67	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	CY per mileage intervals	1 - 10,000 CY	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	125.00	25.00	25.00	25.00	25.00	100.00	275.00
68	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	CY per mileage intervals	10,001 - 25,000 CY	30.00	30.00	60.00	30.00	30.00	30.00	30.00	30.00	150.00	30.00	30.00	30.00	30.00	120.00	330.00
69	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	CY per mileage intervals	25,001 - 50,000 CY	40.00	40.00	80.00	40.00	40.00	40.00	40.00	40.00	200.00	40.00	40.00	40.00	40.00	160.00	440.00
70	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	CY per mileage intervals	50,001 - 100,000 CY	50.00	50.00	100.00	50.00	50.00	50.00	50.00	50.00	250.00	50.00	50.00	50.00	50.00	200.00	550.00
71	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	CY per mileage intervals	1 - 10 Units	62.00	62.00	124.00	62.00	62.00	62.00	62.00	62.00	310.00	62.00	62.00	62.00	62.00	248.00	696.00
72	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	Unit	11 - 25 Units	1,500.00	1,500.00	3,000.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	7,500.00	1,500.00	1,500.00	1,500.00	1,500.00	6,000.00	16,500.00
73	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	Unit	Above 25 Units	1,500.00	1,500.00	3,000.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	7,500.00	1,500.00	1,500.00	1,500.00	1,500.00	6,000.00	16,500.00
74	Vessel Removal - removal of vessel from waterway and transport to appropriate site	Per Linear Foot	1 - 30 Vessels	275.00	275.00	550.00	275.00	275.00	275.00	275.00	275.00	1,375.00	275.00	275.00	275.00	275.00	1,100.00	2,950.00
75	Vessel Removal - removal of vessel from waterway and transport to appropriate site	Per Linear Foot	31 - 50 Vessels	350.00	350.00	700.00	350.00	350.00	350.00	350.00	350.00	1,750.00	350.00	350.00	350.00	350.00	1,400.00	3,850.00
76	Vessel Removal - removal of vessel from waterway and transport to appropriate site	Per Linear Foot	51 - 100 Vessels	500.00	500.00	1,000.00	500.00	500.00	500.00	500.00	500.00	2,500.00	500.00	500.00	500.00	500.00	2,000.00	5,500.00
77	Vessel Removal - removal of vessel from waterway and transport to appropriate site	Per Linear Foot	Above 100 Vessels	245.00	245.00	490.00	245.00	245.00	245.00	245.00	245.00	1,225.00	245.00	245.00	245.00	245.00	980.00	2,665.00

FINAL ATTACHMENT A - PRICES FOR ORIGINAL FORM DATED JANUARY 15, 2015
 State of New Jersey - RFO Waterway Debris Removal Services Pricing from CrowderGulf

Line #	Description	Units	Quantity	Measure of	ZONE 1	ZONE 2	REGION	ZONE 3	ZONE 4	ZONE 5	ZONE 6	ZONE 7	REGION	ZONE 8	ZONE 9	ZONE 10	ZONE 11	REGION	STATE TOTAL	
			Year	Distance	(A)	(B)	(A+B)	(C)	(D)	(E)	(F)	(G)	(H+I+J+K+L+M+N)	(O)	(P)	(Q)	(R)	(S+T+U+V+W+X+Y+Z)	(AA) THRU (AK)	
107	waterway and transport to transportation site			30-kg lift	420.00	420.00	840.00	420.00	420.00	420.00	420.00	420.00	2,100.00	420.00	420.00	420.00	420.00	420.00	1,680.00	4,620.00
108				over 40 feet	770.00	770.00	1,540.00	770.00	770.00	770.00	770.00	770.00	3,850.00	770.00	770.00	770.00	770.00	770.00	3,080.00	8,470.00
109	Pre-removal Assessment of Debris - use of cost-effective methods including tag scan boxes to			0-100 acres	200.00	200.00	400.00	200.00	200.00	200.00	200.00	200.00	1,000.00	200.00	200.00	200.00	200.00	200.00	800.00	2,200.00
110				101-300 acres	175.00	175.00	350.00	175.00	175.00	175.00	175.00	175.00	875.00	175.00	175.00	175.00	175.00	175.00	700.00	1,925.00
111	Monthly Identification and removal of debris			301-600 acres	150.00	150.00	300.00	150.00	150.00	150.00	150.00	150.00	750.00	150.00	150.00	150.00	150.00	150.00	600.00	1,650.00
112				601-1000 acres	125.00	125.00	250.00	125.00	125.00	125.00	125.00	125.00	625.00	125.00	125.00	125.00	125.00	125.00	500.00	1,400.00
113				1001+ acres	115.00	115.00	230.00	115.00	115.00	115.00	115.00	115.00	575.00	115.00	115.00	115.00	115.00	115.00	460.00	1,295.00
114	Verification of Debris Removal - use of cost-effective technology including tag scan boxes to			0-100 acres	150.00	150.00	300.00	150.00	150.00	150.00	150.00	150.00	750.00	150.00	150.00	150.00	150.00	150.00	600.00	1,650.00
115				101-300 acres	120.00	120.00	240.00	120.00	120.00	120.00	120.00	120.00	600.00	120.00	120.00	120.00	120.00	120.00	480.00	1,320.00
116	removal and waterway depth has been verified			301-600 acres	100.00	100.00	200.00	100.00	100.00	100.00	100.00	100.00	500.00	100.00	100.00	100.00	100.00	100.00	400.00	1,100.00
117				601-1000 acres	75.00	75.00	150.00	75.00	75.00	75.00	75.00	75.00	375.00	75.00	75.00	75.00	75.00	75.00	300.00	825.00
118	Characterization of debris at the debris aggregation site - includes all phases of debris removal, including equipment, security, staffing and supervision of site to include condition			1001+ acres	50.00	50.00	100.00	50.00	50.00	50.00	50.00	50.00	250.00	50.00	50.00	50.00	50.00	200.00	550.00	
119	Operation of Temporary Debris Management Area - operation of TDMA, includes all phases of operation including tower placement, security and loading and restoration of site to pre-site condition			Per Day	5,000.00	5,000.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	30,000.00	5,000.00	5,000.00	5,000.00	5,000.00	24,000.00	66,000.00	
120				Per Day	5,000.00	5,000.00	10,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	30,000.00	5,000.00	5,000.00	5,000.00	5,000.00	24,000.00	66,000.00	

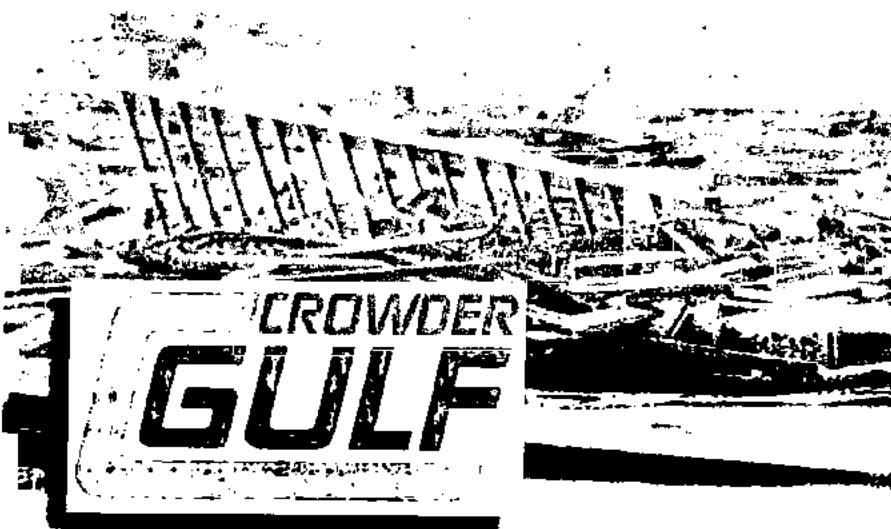
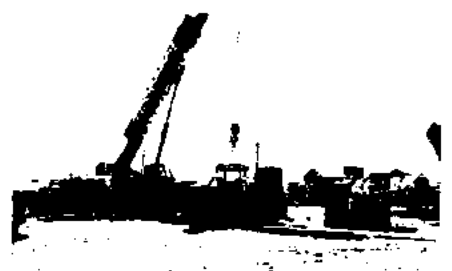
Total Base Price is the single price that bidder needs offer, per price line, for all 11 zones in the Bids.

Original

State of New Jersey

RFQ - Technical Proposal Waterway Debris Removal and Management Services

Friday, January 18, 2013 @ 3:00pm



Corporate Office
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
Fax
ramsay@crowdergulf.com
www.crowdergulf.com

New Jersey Office
26 Columbia Turnpike
Florham Park, NJ 07932

*Crowder Gulf is committed to protecting and preserving our environment.
As part of this effort, our proposal is printed on recycled paper.*

CrowderGulf

Disaster Recovery & Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax:

January 16, 2013

Mr. Jonathan Wallace
Proposal Receiving Room – 9th Floor
Division of Purchase and Property
Department of Treasury
33 West State Street, P.O. Box 230
Trenton, NJ 08625-0230

Re: RFQ for Waterway Debris Removal Services

CrowderGulf is pleased to submit the enclosed proposal in response to the State of New Jersey's RFQ referenced above and in accordance with the terms and conditions set forth in that request. We understand and are experienced with all aspects of the scope of work for this RFQ.

For the purposes of this RFQ, CrowderGulf, a successful debris management company for over four decades, is proud to team with Matrix New World, based in Florham, New Jersey, and Weeks Marine, Inc., headquartered in Cranford, NJ.

CrowderGulf's successful work history is based on our integrity and the expertise of our experienced management. Our understanding of the necessity to utilize local companies with the same work philosophy has lead us to team with these two highly respected New Jersey business enterprises. **Matrix New World**, a woman-owned small business enterprise, brings to our management team full service environmental, geotechnical, and civil engineering services with many experienced, licensed professionals. **Weeks Marine, Inc.**, in business since 1919, is one of North America's largest providers of dredging services and the largest in the Gulf of Mexico, where two-thirds of all U.S. dredging occurs. The company moves more sediment annually than any other U.S. dredging contractor. Their Dredging Division is a major provider of maintenance dredging for navigation channels serving U.S. seaports. Their exceptional work history and reputation for excellence is well-known and respected in the industry.

During the past forty years, CrowderGulf has successfully managed over three hundred (300) debris clean-up operations in fourteen (14) states and has removed and disposed of over two hundred thirty million (230,000,000) cubic yards of debris. We have become a leader in the disaster debris industry for beach and waterway cleanup projects.

Page 2

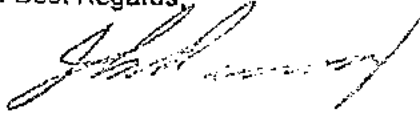
Since 2003, our work has involved removing disaster-related debris from waterways, using side scan sonar with many of these projects to efficiently locate and remove debris. We are also leaders in utilizing sand screening to clean and restore beaches. Since 2003, we have screened approximately two (2) million cubic yards of sand and restored multiple beaches to pristine condition across four Gulf Coast states.

The success of each of our team companies, CrowderGulf, Matrix, and Weeks Marine, Inc., is a testament to our ability to meet the scope of work established by the State of New Jersey. You will find our team fully knowledgeable in all aspects of waterway debris removal, dredging and sand screening, from operational methodology to quality control and FEMA public assistance reimbursements.

We acknowledge and are in receipt of Addendum 1 (including Revised RFQ, Bidders Checklist, Attachments, Pricing and Questions and Answers).

We greatly appreciate the opportunity to submit this proposal and we assure you that with the CrowderGulf / Matrix / Weeks Marine team's experience, equipment inventory, and financial resources, we will exceed the expectations of the State of New Jersey when awarded this waterway debris removal contract.

With Best Regards,

A handwritten signature in black ink, appearing to read "John Ramsay", written in a cursive style.

John Ramsay
President

CrowderGulf

Disaster Recovery & Debris Management

5435 Business Parkway
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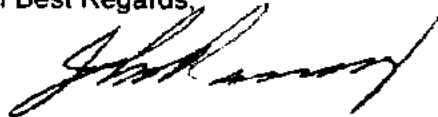
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John Ramsay
President

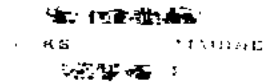
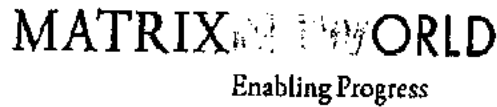


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1.0 Technical Proposal



CrowderGulf, LLC
RFQ for Waterway Debris Removal Services
State of New Jersey

1.0 TECHNICAL PROPOSAL

Over the last ten years, CrowderGulf has established itself as one of the leading marine debris removal and disposal companies in the United States. Clients include such agencies as the Mississippi Department of Marine Resources, the Louisiana Department of Wildlife and Fisheries, Alabama Department of Transportation, U.S. Navy, BP Exploration, United States Coast Guard, and the Texas General Land Office (GLO), as well as numerous counties and local municipalities in several states.

CrowderGulf has conducted major waterway debris removal projects concurrently with major land debris removal, reduction and disposal operations after numerous disasters. Our experience and extensive resources, our commitment to quality professional work, and our work plan for each project has always allowed us to complete each project within our clients' timelines. CrowderGulf's marine debris removal capabilities include but are not limited to:

- An experienced labor pool for sustained shallow water/wetlands operations
- Trained, qualified sonar operators, managers and data processors/analysts
- Boat captains and operators experienced with our effective and proven methods of debris removal
- Experienced truckers with appropriate loading and hauling equipment to dispose of marine debris
- Accountability measures that give immediate confirmation of debris removal using sonar imagery and underwater video and photography
- Project documentation accepted by FEMA, U.S. Coast Guard and State Agencies

CrowderGulf is a nationally recognized disaster debris management firm with over forty (40) years experience in recovery operations. During that time, CrowderGulf has served as a successful prime contractor to successfully manage over three hundred (300) debris clean-up operations in fourteen (14) states and remove and dispose of over two hundred thirty million (230,000,000) cubic yards of debris. Since 2003, our work has involved removing over 100,000 cubic yards (cy) of disaster-related debris from waterways, using side scan sonar with many of these projects to efficiently locate and remove debris. We are also an industry leader in utilizing sand screening to clean and restore beaches. We have screened approximately 200,000,000 cy of sand and restored multiple beaches to pristine condition across four Gulf Coast states.

As a result, CrowderGulf has developed an outstanding management team, a vast cadre of regional and national subcontractors and an integrated systems approach to disaster recovery that is capable of addressing disaster debris removal, reduction and disposal projects from both land and waterways.

CrowderGulf understands the importance of teaming with local companies and local contractors for a successful operation. That is why we have teamed with **Matrix New World**, a respected and successful state registered woman-owned small business based in Florham, New Jersey, and **Weeks Marine, Inc.**, headquartered in Cranford, NJ, and considered one of the leading marine construction and dredging companies in the United States and Canada. These partnerships will assure the State of New Jersey a rapid and cost effective operation for this waterway contract. Letters of commitment from these companies may be found in **Appendix A** of this proposal.

During any debris project, the CrowderGulf team will also utilize the services of as many local qualified small business subcontractors as possible. We are committed to satisfying the contract's 25% Small Business Enterprise initiative and with our local teaming partner, **Matrix New World** and the utilization of other local subcontractors we are confident that we will exceed the state's expectations. Throughout the contract term, CrowderGulf is committed to making a concerted good faith effort to utilize local unions when applicable tasks are being performed.



CrowderGulf, LLC
RFQ for Waterway Debris Removal Services
State of New Jersey

CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. CrowderGulf is committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. All disaster management work is completed in full regulatory compliance with all agencies involved in disaster recovery including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the United States Coast Guard (USCG), the United States Army Corps of Engineers (USACE), Occupational Safety and Health Administration (OSHA), U. S. Fish and Wildlife, the Department of Transportation, the New Jersey Division of Environmental Protection (NJDEP), the New Jersey Department of Health and other state and local agencies. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

All necessary licenses and permits will be obtained and maintained throughout the length of this contract. CrowderGulf is licensed to do business in the State of New Jersey and has applied for an A-901 license pursuant to the requirements of N.J.S.A. 13:1E-126, 133, and 135, and a certificate of public convenience and necessity pursuant to N.J.S.A. 48:13A-6.2. In addition, our local teaming partners, Matrix and Weeks Marine, will be fully licensed under the requirements of the State of New Jersey and all local municipalities.

CrowderGulf and our local partners, Matrix New World and Weeks Marine, are fully committed to providing the State of New Jersey with priority service, quality performance and expert on-site management. CrowderGulf's (1) human resources, (2) extensive equipment inventory, (3) financial capacity and (4) experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency and complete all projects within the contract timeframe. This includes the timeline of this contract for 75% of work completion by June 1, 2013. We are confident that we can meet or exceed this timeline, assuming that contract activation is not delayed.

We are fully prepared to implement the management structure outlined in the RFQ utilizing a Zone Operations Manager (ZOM) to work directly with the State Project Manager (SPM). Based on our disaster management experience we propose to have a Regional Operations Manager (ROM) for each Region. The ZOMs within each Region (South, Central, North) will report to the designated ROM. The ROM will report to the State Project Manager (SPM).

CrowderGulf is committed to working as a team with the State of New Jersey and their representatives to facilitate the requisite planning that will ensure a smooth operation of waterway debris removal and disposal, and sand reclamation.



2.0 Management Overview



CrowderGulf, LLC
RFQ for Waterway Debris Removal Services
State of New Jersey

2.0 MANAGEMENT OVERVIEW

CrowderGulf has encountered and successfully handled everything within the scope of work of the State of New Jersey's RFQ for Waterway Debris Removal Services in the RFQ, including waterways debris removal and disposal, managing temporary debris management sites, dredging, sand screening and relocation, vessel and vehicle removal, white goods removal and disposal, and hazardous materials handling. This also includes extensive experience working in environmentally sensitive areas and ensuring adequate precautions are taken not to disturb or damage these areas. The confidence that we can deliver services to the State effectively and efficiently is bred from our past successes and in our added strength of a partnership with **Matrix New World and Weeks Marine**, respected and successful local companies. The 'value-added' that these companies will provide is significant.

CrowderGulf has the financial, personnel and equipment resources to provide the management, planning, personnel and equipment to efficiently and effectively provide New Jersey quality waterway debris removal and all other related services identified in the RFQ scope of work. Over 98% of the contracted disaster work completed by CrowderGulf has been with governmental agencies that were reimbursed by FEMA. Consequently, we are very experienced with documentation required by FEMA and work diligently throughout the contract to make sure all work is properly documented and to support clients with all FEMA reimbursement requirements.

CrowderGulf shall conduct all waterway debris operations outlined in this proposal to meet the program standards provided for in the FEMA 325 Debris Management Guide. In addition, CrowderGulf will conduct all waterway debris operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

CrowderGulf, Matrix and Weeks Marine, Inc., have established solid-working relationships with numerous state emergency response agencies as well as other key agencies involved in disaster response and recovery that include the Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE) and the United States Coast Guard (USCG). These relationships, combined with the technical experience of such employees as Mr. Buddy Young and Mr. Gary Jones, afford the State the benefit of technical advice from very experienced debris management personnel. Mr. Young is CrowderGulf's Director of Operations and prior to joining CrowderGulf, he was the FEMA Region VI Director for eight years under James Lee Witt. Mr. Jones recently retired as FEMA Region VI Regional Director and is now serving as a technical advisor for CrowderGulf. Both Mr. Young and Mr. Jones will be available to the State throughout the contract for technical advice and assistance on all aspects of the project.

2.1 Removal of Waterway Debris

CrowderGulf's Operations Plan for waterway debris removal and associated projects is flexible and based on the unique needs in each project. We use the same principles with waterway work as we do on our land operations. We move trained and well-equipped crews into the affected area in the shortest time possible, and follow a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and dispose of debris in the most efficient and effective manner, with the least possible impact to citizens.



CrowderGulf, LLC
RFQ for Waterway Debris Removal Services
State of New Jersey

2.1.1 Debris Location and Identification (using Side Scan Sonar (SSS))

Prior to beginning the debris removal operation, each Zone will be assessed using side scan sonar and/or visual siting. This will provide a more efficient approach to remove all debris. The sonar equipment used for data acquisition is state of the art digital high resolution side-scan. The data is processed and analyzed using mosaic acoustic mapping software. All target or contact information processed can be in the hands of the ZOM within hours of collection, greatly speeding up the debris removal process.

2.1.1.1 Side Scan Sonar (SSS) Procedures

A chart study will be performed of the Zones to be surveyed and grid lines will be laid out using the mosaic software. Survey lines will be laid out on 75m (225ft) spacing, which ensures that there is sufficient overlap (approx. 5m) in the sonar image to accomplish 100% coverage.

All survey boats will be equipped with an auto-pilot to allow vessel operators to maintain straight and accurate survey lines. Onboard computers will display real-time boat position, direction, speed, and survey lines to ensure accurate and complete coverage. A sub-meter differential GPS will be used for navigation and sonar operations. Vessel captains are well-trained aware that they may encounter such objects as vessels, pilings, and large man-made structures. Survey vessels will pass as close to the object as safety permits and resume heading after passing the object.

Winds, tides, and currents will have an effect on the sonar vessels. During the winter months, the prevailing winds come from the North and low tides tend to become extremely low. Compensation will be made for such factors by tracking all extreme low tides and surveying these shoaled or low water areas at high tide.

The areas will be surveyed using a 600 kHz, tow-fish. Resolutions of 900khz and 1,800khz will also be available as needed. Experience surveying the shallow bays and coastal areas along the Gulf coast has proven that this unit consistently provides the best resolution. As the data is collected, notes will be made on known targets such as vegetative debris, vessels, pilings, and other man-made structures that are eligible storm debris. Data will be monitored during collection and any areas that experience incomplete or un-readable data will immediately be re-scanned.

As the data is collected, a mosaic of the area will be created and stored electronically. The sonar operator will be able to review previous data simultaneously while continuing to collect fresh data. This ensures 100% coverage. CrowderGulf data analysts will review data, identify and mark targets for crews to pickup.

Targets will be identified by size, type of debris, water depth, and GPS coordinates. The resolution of the data will be sufficient to identify 50cm diameter targets. All data will be corrected for slant range and layback. All data and reports will be verified by the Sonar Image Manager. Reports will identify single point targets as well as debris fields. Debris fields will be indicated by marking the geographic center of the field and giving approximate radius of the field. Single point targets will indicate the approximate center of the target, as well as type, and size.

Accuracy of GPS data is specified as approximately 3m (9ft), but our experience has shown it to be in the 1-3m (3-9ft) range. This has proven to be sufficient for debris removal operations.

In areas that cannot be scanned (i.e. sand bars, shoals, areas of aquatic vegetation, etc.), a visual inspection will be made. If the area is accessible by foot or flat bottom skiff then a hand held GPS will be used to mark targets and a written description will be provided as part of the data report. Our goal is to provide the State with the most complete data and information possible.



CrowderGulf, LLC
RFQ for Waterway Debris Removal Services
State of New Jersey

On a weekly basis or as requested, SSS reports will be provided to the State Project Manager (SPM) representative. Reports will be in a standard format to include an excel spreadsheet listing all target information, a data report that includes images of all targets, a mosaic to show total coverage at that time, and a written report on areas too shallow to sonar. All reports shall be delivered in Portable Document Form (PDF) and on a data device. Reports and documents will also be uploaded to CrowderGulf's secure website that the SOM and other State representatives may access with a password.

2.1.1.2 Equipment Available

The following company-owned electronic equipment will be utilized in sonar applications prior to debris removal:

- "Marine Sonic" "Centurion" Side Scan Sonar (SSS) Systems (digital high resolution Side Scan Sonar and 600KHZ low fish)
- "Trimble SPS351" GPS Receivers
- "Chesapeake Technology, Inc" "SonarWiz.MAP" Mosaic Software

2.1.2 Debris Extraction and Storage Procedures

Crews and equipment will be mobilized based on the type of debris located by side scan sonar assessments as well as visual assessments conducted by our management team. The work plan will be developed and provided to the State Project Manager (SPM). While waterway assessments are being conducted, the Zone Operations Manager (ZOM) will manage the set up of off-loading sites, for any site previously identified and approved by the State. If Off-loading sites have not been previously identified, the ZOM, in coordination with our local partner, Matrix, will find and secure Off-loading sites. All sites shall be approved by the New Jersey Department of Environmental Protection (NJDEP) and the SPM before any development is initiated. Zones that have a great deal of debris (Priority Zones A and B) may require a Temporary Debris Management Area (TDMA) be set up. This will most likely require a larger land area than a smaller Off-loading site. All TDMA sites will be approved by SPM prior to development.

Zone crews will utilize the SSS target data for debris location and removal. Shallow draft, commercial shrimp/fishing vessels equipped with GPS navigation equipment, heavy duty drag bars and winches will be used to remove debris. When vessels are fully loaded, they will proceed to one of the established off-loading sites. When Off-loading site is a long distance away, debris may be transferred to a static anchored barge.

Specialized barges equipped with knuckleboom self loader arms and debris grapples may also be used to remove debris. These barges are un-motorized, and will be moved with a properly sized push boat. When full or at the end of the workday, the barge will be towed for unloading at the Off-loading site/Temporary Debris Management Areas (TDMA).

In Zones requiring heavy lifts, a barge mounted with track-hoe, or small crane with clamshell will be used. This barge will be un-motorized and pushed with a suitable sized tow/push boat. The barge will be equipped with all necessary safety equipment. Debris will be transported to a temporary staging area for separation. The debris may then be loaded on large capacity trucks and hauled to the approved landfill.

Hand laborers will be used in shallow water. Laborers will be equipped with hand rakes and/or hook poles to lift and pull debris from the water. These laborers will also gather small scattered debris. All hand labor will wear appropriate personal protective clothing. (Chain saws will be available to reduce oversize items to manageable size for manual removal).



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Boats and barges will transport debris as necessary to the Off-loading sites/TDMA identified for each area. Boat crews will unload and separate the debris as the boats arrive. Boats will be unloaded by hand or machine as the debris dictates.

In a case where surface debris is accessible from land we will work with the SOM to obtain ROE (right of entry) permits from the appropriate land owners.

If needed, properly equipped, licensed and certified divers will be utilized for onsite verification of debris. Divers may be utilized for attaching winch cables/ropes to targets too large for debris nets. If needed, air lift bags may be used for sunken vessels and other large objects.

2.1.1 Verification of Waterway Debris Removal Form

Zone: _____

Date	Pre-Removal Water Depth	GIS Coordinates of Debris	Debris Type	Volume CY	Removal Method	Disposition	Post-Removal Water Depth	Signature								
Verification of Waterway Debris Removal Form captures additional required information: <ul style="list-style-type: none"> • Pre-Removal water depth • GIS Coordinates • Type of debris • Volume of debris • Method of removal • Date of removal • Disposition of debris • Post-removal water depth 																

2.1.2.1 Equipment Available

The following company-owned equipment will be utilized in sonaring prior to debris removal:

Vessels*

- Shallow draft barges equipped with knuckleboom loaders, GPS, marine radios/telephones and required safety equipment.
- Shallow draft, commercial shrimp/fishing boats equipped with winches, towing gear, heavy duty drag bars with debris hooks, GPS tracker/plotters, Radio/telephone and Safety equipment.
- Small push and tow boats 30 – 800 HP equipped with GPS devices, radio/telephone and all required safety equipment.
- Command and control/quality control, shallow draft recreational boats with tilt trim outboard motors equipped with GPS tracker/plotters, radio/telephone and safety equipment.
- Barges with cranes and trackhoes.
- Flat deck barges
- 400-800 hp push boats
- Marsh buggy mounted track-hoes. This machine will be motorized and be of the type traditionally used in these types of marshes.

* All boats are properly licensed and USCG inspected



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Heavy Equipment

- Versa-handler, Generally CAT TH63 series or equivalent, fitted with high flotation tires, debris grapple and bucket.
- Skid steer loader, Generally CAT 600 series or equivalent, fitted with low impact rubberized tracks, debris grapple and rake/bucket.
- Wheeled Loader, Generally JD 544 or 644 series or equivalent, fitted with high flotation tires, debris grapple and rake.

All equipment and boats will be transported on the road by truck and trailer. All heavy hauling will be performed utilizing properly licensed and permitted drop-deck lowboy trucks. All equipment operators will be properly trained and certified competent. All vehicle operators are properly licensed and trained in use of specialized equipment.

2.1.2.2 Debris Types

The list below is descriptive of the eligible debris types anticipated to be removed as a result of this contract.

- Vegetative Debris
- Construction and Demolition Debris (C&D)
- Aggregate
- Scrap Metal
- Orphaned tanks, shipping containers and dumpsters
- Weapons, ammunition and explosives
- White Goods/Household Appliances
- *CrowderGulf will follow all federal, state, and local requirements concerning ozone-depleting refrigerants, mercury and oils when preparing white goods for disposal or recycling.*
- Hazardous Wastes
- *CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance*
- Vehicles, Vessels, or other motorized equipment
- *When removing vehicles and vessels, CrowderGulf will follow all appropriate hazard abatement laws, coordinate with the requirements of the marine and harbor patrol agencies, and comply with local laws governing navigational vessels.*
- Human Remains
- *If human remains are suspected, all work will stop in the area and the SPM and appropriate authorities will be notified immediately. Work will resume only when given notification by SPM.*

2.1.2.3 Temporary Debris Management Areas (TDMAs)

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Areas. We are committed to efficient and safe TDMA operations and require all personnel to be vigilant in using safe practices at all times.

2.1.2.3.1 TDMA Site Plan

Should a TDMA be needed at any of the Zones, a TDMA Plan will be prepared to a scale of 1" = 50'. The TDMA Plan will be in full compliance with all FEMA 325, state and local requirements. It will include such functions as:

- Access to the site, site preparation (clearing, erosion control, and grading), traffic control patterns, site security/ safety and segregation of debris storage areas;



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- Location of specific areas for: hazardous material containment, inspection tower, reduction areas if needed, existing structures or sensitive areas requiring protection, Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage, and sanitation facilities.
- Detailed list of all equipment used onsite.

2.1.2.3.2 Inspection Towers

CrowderGulf shall construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The inspection tower site location will provide a .25 mile to .5-mile approach outside the public road system to accommodate any truck back up. All towers will be OSHA and FEMA compliant and will be capable of seating a minimum of 3 inspectors each. Towers will be removed at the completion of the project or when the site is no longer in need.

2.1.2.3.3 Hazardous Materials Containment Area

In accord with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums".

A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area. Minimum Design Criteria for the Hazardous Materials Containment Area will be 30' X 30' in size. The perimeter will be lined with hay bales staked in place and a waterproof liner or plastic ground protection cover along with a rain and snow cover will be used to protect the entire area.

2.1.2.3.4 Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps. As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance.

2.1.2.3.5 Site Closure and Restoration

Upon completion of debris reduction operations, all TDMA's will be restored to as good as or better than pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Soil and/or ground water will be tested for contaminants (if required). All storage areas and roads will be returned to pre-existing grade. All disturbed areas will be turned by disc and seeded with appropriate grass species and watered if necessary. A final site inspection will be conducted by State authorities and any discrepancies will be corrected.

2.2 Debris Hauling

Collected debris shall be sorted into non-hazardous waste, appliances (white goods), electronic waste (e-waste), household hazardous waste, and other hazardous waste (tanks and drums) and placed into separate, transportable containers suitable for over-the-road transportation of hazardous and nonhazardous waste. All debris will be contained or enclosed to prevent leaking, spilling, or loss of debris, liquids, or dusts during overland transport. These processes will be accomplished by personnel with appropriate training and under applicable local, state and federal regulations.



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2.2.1 Equipment

Trucks for transporting debris to final disposal

- Self loader trucks, equipped with a knuckle boom loader and debris grapple, capable of hauling 20-115 cubic yards of debris, roll off trucks and 20 - 40 cubic yard roll off containers.
- Boom truck, Equipped with and extendible boom arm and cable capable of 60' reach and lift at extension of 4000lbs.
- Light trucks and utility trailers, personal and corporate vehicles used for labor transport, quality control, and management.
- Roll back trucks to transport containers from landing sites to various final disposal sites.

2.2.2 Documentation for Debris Hauling

Accurate completion of quantitative and descriptive data is imperative to the State for cost reimbursement requests from FEMA. In an effort to maximize accuracy of accounting for debris hauling, CrowderGulf utilizes the proven system of project controls for truck certification and debris load tickets. These controls include the following:

Truck Certification

All debris hauling trucks will be certified in accordance with FEMA 325 regulations. Part of the certification procedures include truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied. Documentation procedures include:

- Measuring the interior dimensions of all debris hauling truck beds, to determine the measured cubic yard capacity.
- Safety requirements check is part of the certification process.
- The State representative, CrowderGulf and the debris hauler will each retain a copy of the completed *Truck Certification Form*. The form may look different if electronic ticketing is used but will provide the same information.
- Truck information from the Truck Certification Form will be entered into our database program.
- All loads hauled by truck will be tracked in the database.
- A Cubic Yard Capacity Certification Log will be printed after all of the truck data has been entered. The log is used in the field as a quality control tool.
- All tower inspectors will be provided with a current *Capacity Certification Log* to ensure that the integrity of the documented physical structure of each truck has not been altered in any manner that would adjust the measured cubic yard capacity of the truck bed.
- All equipment will be affixed with signs or markings indicating the Owner's name and equipment identification number, the cubic yard capacity of the debris hauling truck.
- All trucks and containers utilized to transport or collect solid waste will display a valid A-901 decal.

Debris Load Tickets

A debris ticket will be written by the State's representatives for each load of debris hauled. All tickets will be tracked in our database and reports will be provided to the State on a regular basis. Reports and all associated documentation will be available to the State and its representatives on CrowderGulf's secure website. Ticket documentation procedures include the following:

- Completion of a five part *Debris Load Ticket* for each truckload of debris serves as a check and balance tool for the debris documentation.
- State representative(s) at the loading site(s) will inspect each loaded truck, legibly and accurately record the required data on the ticket, and provide the debris hauler with all ticket copies to take to the staging/disposal site.



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- When electronic ticketing is used, the load information will be provided in a different form similar to a paper ticket and the information captured will be the equivalent of what is written on the paper ticket. The accuracy of truck information and the load location is increased with electronic ticketing because the GPS coordinates are recorded.
- State representative(s) at the staging/disposal site(s) inspection tower will take the ticket from the driver and complete the quantitative data (CY) for the load of debris. If loads are being recorded in tons, the trucks will cross the weight scales entering and leaving the DMS. This allows the gross weight and the net weight of the truck to be recorded. The difference between the two weights will yield the TARE weight, which is the weight of the load of debris.
- State representative(s) retains the original paper ticket and provides a copy to the truck driver and to CrowderGulf representative in the tower.
- CrowderGulf representative collects load ticket copies at the end of each day and takes them to the field office for quality control and scanning to the main office.
- Field office personnel upload scanned tickets and documents to CrowderGulf's secure web site where they are downloaded by home office personnel and entered into our database.
- When electronic ticketing is used, real time data will be available to CrowderGulf and the State via the web. The data is downloaded from the website directly into our database or excel spreadsheet.

Reports and Information Accessibility

At a minimum, the following reports will be provided to the State:

- Daily and weekly reports of material hauled, number of loads hauled, total cubic yards hauled, total cubic yards hauled by debris type, total cubic yards hauled to TDMAs
- Load location of each load hauled as reported on load ticket
- Other customized reports as requested

Reports may be provided in Excel format, Access report format, Word report format or PDF format. State, County and Municipal personnel will use a password to log on to CrowderGulf's secure website and access daily and weekly progress reports and other documentation requested. Access to all load tickets and truck certifications will also be available.

2.3 Debris Disposal

All debris, including any reduced debris, will be disposed of in landfills as approved by the State and in keeping with all federal, state, and local laws. Dumping sites, temporary debris management areas (TMDA), and Off-loading sites will be identified by CrowderGulf and approved by the State.

2.3.1 Asbestos Containing Materials

CrowderGulf is experienced and capable of managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the State, CrowderGulf will utilize abatement in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M.

2.3.2 Hazardous Waste Handling

Hazardous material will be sorted and properly stored at the loading sites. Daily dump receipts will be provided along with hazardous waste manifests. Waste will be packed in 55 gallon over-pack drums and taken to the State approved hazardous waste landfill.



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2.4 Vessel And Vehicle Storage And Reporting

CrowderGulf will coordinate with the State to identify an adequate site for vehicle and vessel aggregation. The aggregation site will be developed with the following:

- Proper road front signage for site identification to Insurance Adjusters, Lien Holders, and property owners.
- Perimeter Fencing
- Utilities (Lights for 24 hour operation)
- Portable Office facility
- Site Security
- Observation Towers
- Proper signage for inventory categorization system (alphabet and numbering system for each row and item)
- Necessary equipment for off-loading and loading vehicles and vessels
- Fire Prevention and extinguishing equipment will be provided in accordance with Federal, State and Local fire prevention regulations
- Upon site selection, a safety risk assessment shall be conducted and all necessary site safety policies and procedures will be established and implemented.

CrowderGulf will be in full compliance with all statutory provisions directed by the Motor Vehicle Commission, New Jersey Statutes 39:10A thru 39:10A-10 (2010) and the Abandoned or Sunken Vessels Disposition Law, 12:7C-7. Site management staff will follow strict time lines for proper notification to governing agencies, property owners and public advertisement mandates. Each vehicle and vessel will be inventoried by its vehicle identification number or vessel documentation number, make, model and tag number and photographed. All documentation will be recorded electronically using CrowderGulf's Vehicle Storage & Reporting Form.

Vehicle & Vessel Storage & Reporting Form

Date & Time Towed	Vehicle Description	Make	Make & Model / Year	Color
License Plate State & Number:		Damage Type & Extent:		
ID markings/stickers:				
Location:				
Notes:		Physical Address		Zone
Municipality:				
Latitude:				
Towed	Storage Location	Storage ID (Per #/Custom Term)	GPS Coordinates	Inspection Date

Vehicle & Vessel Storage & Reporting Form captures additional required information:

- Date & Time Towed
- Location Towed From
- Other Checks of Required Procedure

Procedures (check all that apply)

Procedure	Date:	Findings:
<input type="checkbox"/> National Crime Center check		
<input type="checkbox"/> Complete Form OS/SS-87		
<input type="checkbox"/> Report to National Insurance Crime Bureau		
<input type="checkbox"/> Give notice of sale at auction by certified mail		Known Address
<input type="checkbox"/> Complete Form OS/SS-89 & Aisl		
<input type="checkbox"/> Received OS/SS-88 Form		
<input type="checkbox"/> Publish Notice of Auction 5 days prior		Publication & Dates Run

Notes:

This form must be filled out as completely and accurately as possible. Initial beside each Procedure marked along with complete and legible signature at the bottom of this form. All forms, receipts and documents pertaining to this vehicle must be kept with this form as a record of the procedure taken by law and contract.



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CrowderGulf will collect and process all necessary forms and collect all applicable fees, including the costs of recovery, transport and storage prior to releasing the vehicle or vessel to it's authorized agent/owner. All completed documentation will accompany the reconciled bill to the State.

2.5 Hours Of Operation

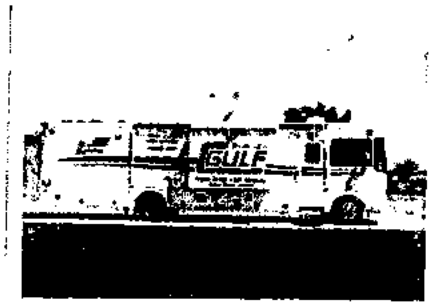
Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven (7) days per week. Vehicle and Vessel Aggregation sites will be operational during visible daylight hours (dawn to dusk) seven (7) days per week. If necessary, the vehicle and vessel aggregation sites will be prepared to operate and receive vehicles and vessels 24/7, as may be required by the State.

2.6 Communications System

CrowderGulf will establish a self-sufficient Mobile Command Center, with full communications capability, in the project area or zone and dedicate it solely to the debris recovery effort. Staff in the communications center will have the responsibility of monitoring the established communications channel to enhance and ensure communications capability and connectivity.

The Command Center contains the following:

- Two gas powered generators that supply power
- Multiple work stations with LCD computer/TV monitors
- A conference room with a large table and a 42" plasma monitor/TV
- Two satellite TV receivers
- Weather Station
- VSAT for broadband internet and VoIP lines
- TV/copier/fax/scanner
- VHF Marine Radios



The Command Center, or field office, will operational at the commencement of operations CrowderGulf's zone management team, all supervisory personnel, and crew foremen will use company UHF/VHF mounted and handheld radios, and cellular phones. All drivers and subcontractor supervisory personnel will be required to have company radios and telephones in their vehicles. All boats will be equipped with VHF mounted radios as required by the US Coast Guard.

2.7 Quality Control

The CrowderGulf quality control plan will provide the linkage for executives, managers and supervisors to accomplish the mission of CrowderGulf in an atmosphere of exceptional productivity, while following all rules and regulations governing Occupational Safety and Health Standards (OSHA) as published by the Department of Labor.

2.7.1 Security

CrowderGulf will restrict general access to its vessels, equipment and operational sites to essential company and State personnel for reasons of both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control.



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2.7.2 Knowledge and Training

CrowderGulf's Quality Control Manager will conduct briefings and de-briefings no less than once a day for the ZOMs and crews. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel. To the greatest extent possible, CrowderGulf employs marine debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employees, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training.

2.8 Health And Safety

2.8.1 CrowderGulf's Philosophy of Safety

All company operations are managed with an aggressive and proactive commitment to the safety and well being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production, and cost efficiency. The company believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels.

2.8.2 CrowderGulf's On-Site Safety Plan

The CrowderGulf Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the State shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OSHA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with continuing safety and health training necessary to enable that they perform their work in a safe manner.
- Assuring that at no time, while on duty, employees or subcontractors are under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Assuring that all associates, regardless of position, know that they have the right to "Stop the Job" in the event of a site safety deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.



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2.9 Environmental And Historic Protection

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage, general containment actions or containment actions specifically related to hazardous materials. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA 325 Debris Management Guide** and in accordance with all applicable federal, state, and local laws, rules and/or regulations.

2.9.1 Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started. We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Army Corps of Engineers (USACE)
- New Jersey Department of Environmental Protection (NJDEP)
- National Emissions Standards for Hazardous Air Pollutants (NESHAP)
- New Jersey Emergency Management Agency (NJEMA)
- New Jersey Motor Vehicle Commission (NJMVC)
- New Jersey Department of Health
- New Jersey Department of Transportation

2.9.2 Environmental and Historic Considerations

State and local regulations, laws, and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices.

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Resource Conservation and Recovery Act
- Endangered Species Act
- Coastal Zone Management Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act

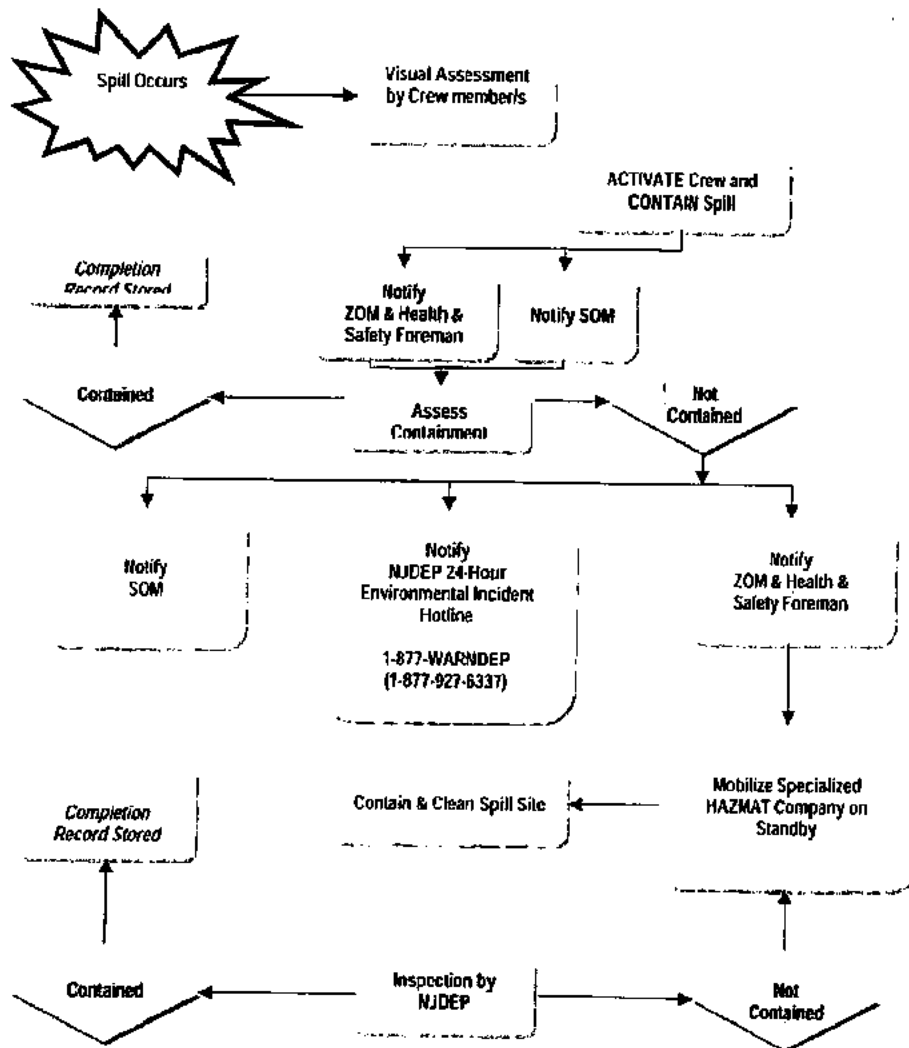
2.9.3 Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will immediately report the incident to the State and other appropriate agencies. CrowderGulf shall be responsible for cleaning up all spills at no cost to the State or other government entities in compliance with federal, state, and local laws and regulations. All CrowderGulf vessel activities will be supported by land based pollution response equipment. Hard boom and sorbent boom will be stored in trailers, and will be staged near the work areas. In each area a shore based logistics person will be available to transport absorbent material sufficient to cover any potential



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spill to the nearest landing. The following flow chart depicts the decisions and procedures followed when a spill occurs.



2.9.6 Archaeological/ Historical Sites

Archaeological and Historical Sites will be identified in consultation with the New Jersey State Historical Commission for archeological sites eligible for the National Register of Historic Places. Sites will be identified and located using GPS coordinates which will be noted on appropriate maps. Maps will be issued to site managers within their area of operation to guarantee that such sites are avoided and not disturbed or damaged during project operations. An area around an identified site will be designated as a buffer zone and all activities in this zone will be closely monitored by the site supervisor and observers.

All potential wrecks and archaeological features observed in the sonar record shall be investigated prior to removal. Any archeological/historical wreck identified will be examined by diver and any debris, specifically snagged nets attached to the object, will be removed. These sub surface free-floating nets are a hazard to all aquatic life.



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2.9.7 Environmentally Sensitive Areas (ESAs)

Work in Environmentally Sensitive Areas (ESAs), as identified by the State, will be conducted in a manner that minimizes impacts to natural resources in accordance with any applicable Army Corps of Engineers permit. During removal operations, all debris removal actions shall be coordinated with federal and state natural resource trustees to minimize the impact to natural, historical, or cultural resources.

2.9.8 Repairing Damaged Areas

CrowderGulf will repair all areas damaged by its vessels, vehicles, and equipment to meet the appearance of the surrounding area.

2.10 Sand Reclamation

2.10.1 Dredging

All dredging work conducted by CrowderGulf and its partner Weeks Marine, Inc. will be in full compliance with State, federal and local laws and regulations. We will work closely with State officials including State of New Jersey Environmental Protection Agency and utilize Best Management Practices (BMP) as appropriate and as referenced in The Management and Regulation of Dredging Activities and Dredged Material in New Jersey's Tidal Waters.

CrowderGulf is proud to team with Weeks Marine, Inc. for this aspect of the contract work. Weeks is one of North America's largest providers of dredging services and the largest in the Gulf of Mexico, where two-thirds of all U.S. dredging occurs. The company moves more sediment annually than any other U.S. dredging contractor. Their Dredging Division is a major provider of maintenance dredging for navigation channels serving U.S. seaports. Their experience and reputation speaks for itself. A sampling of their past experience can be found in Appendix C of this proposal.

2.10.2 Sand Screening and Replacement

CrowderGulf is fully experienced with all aspects of sand screening and beach restoration. The Company has the capacity to remove, collect and stockpile displaced sand, prior to screening it with a Beach Master Mobile Screen or a stationary power screen. The clean sand will then be available for replacement as approved by the State and regulatory agencies. Our past performance charts found in Section 8.3 of this proposal provides information on numerous sand screening projects CrowderGulf successfully completed and provides references for each of the projects.

2.11 Documentation And Reimbursement

Financial accountability will be maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originated in the field by CrowderGulf's personnel and the State's debris monitors. Throughout the project, FEMA 325 requirements will be followed and will serve as the foundation of our documentation/accounting systems. CrowderGulf utilizes technologies for data collection and storage and will easily adapt procedures to accommodate all State requirements.

CrowderGulf will provide documentation of debris removal and the identification of debris by type and amount removed as well as post-debris removal documentation. Such documentation will include but not be limited to the following:



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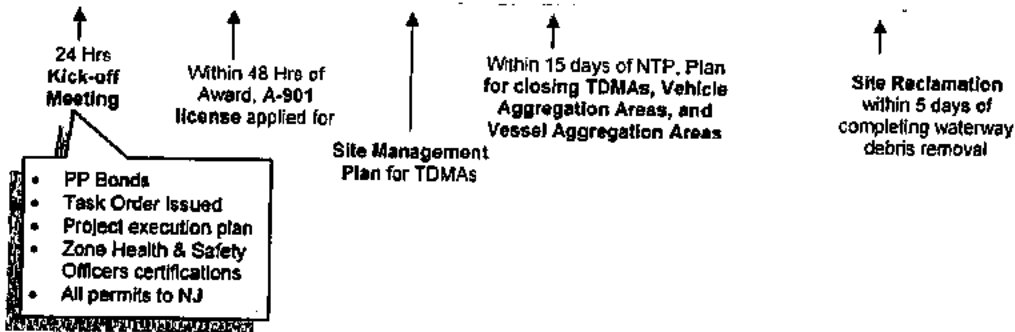
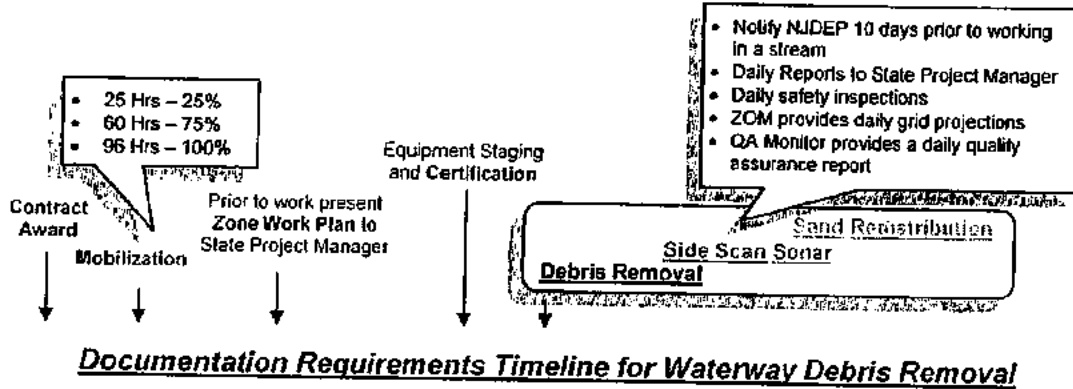
- Debris Assessment and Debris removal from waterway:
 - photographs and side scan sonar images
 - types and volume of debris found
 - dates and methods of debris removal
 - GPS track line of boats conducting pick up operations for debris
 - GIS coordinates of debris fields
 - documentation of latitude and longitude of removed items
 - pre-removal water depth
- Debris hauled to final disposal site:
 - truck certifications for all hauling trucks
 - load tickets for each load of debris hauled to final disposal site
 - If appropriate, weight tickets from final disposal site for each load (weight ticket should be kept with the load ticket for specific load)
 - tickets for Freon removal and disposal tickets for white goods
 - tickets for all recycled debris including receipts for any payment which will be provided to the State
- Final Verification of debris removed from waterways
 - post-removal water depth
 - GIS coordinates of debris fields
 - types and volume of debris found
 - dates and methods of debris removal

All documentation will be provided and stored both electronically and as hard copies for the State and their representatives. Daily and weekly reports will be provided to the SPM and other State personnel on CrowderGulf's secure website. In addition, all documentation will be scanned, organized and made available on the secure website. Documents will be stored for a minimum of five (5) years and a maximum of ten (10) years.

Documentation requirements for the waterway removal project include multiple documents throughout the contract, from the beginning kick-off meeting and continuing until the end of the operation. All of these documents are important in the FEMA reimbursement process and must be accurate and complete. The chart below provides a timeline for specific documents required throughout the operation. CrowderGulf's goal is to submit accurate and complete information within the expected timeline. The graphic below gives an overview of the reports required and their time frames for submission.



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At a minimum, the following reports will be provided to the State:

Report	From	To
Kick-off meeting report - project execution plans	CrowderGulf	State
Daily Debris Removal Report on each Zone	CrowderGulf	State Project Manager
Accident Reports	CrowderGulf	Immediate Supervisors, appropriate Federal, State & local authorities, including NJDEP, State Project Manager & State Contract Manager
Daily Grid Projections	Zone Operations Manager	State Project Manager
Daily Quality Assurance Report (productivity & safety)	QA Monitor	State Project Manager
Data quality assurance/quality control guidance & reporting requirements	CrowderGulf	NJDEP
Daily Offloading Site Report	Offloading Site Foreman	Zone Operations Manager – State Project Manager
Daily TDMA Site Report	TDMA Foreman	Zone Operations Manager – State Project Manager



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2.11.1 Document Management and Accounting

As the field work is completed, FEMA auditing will begin. This procedure is often a more daunting task than the actual debris removal. CrowderGulf has successfully worked with many monitoring companies as well as directly with counties and municipalities to ensure that all documentation is complete and correct from the very beginning to the very end of each project. Throughout the invoicing and auditing process, we are responsive to all FEMA and applicant/client requests. Because of our thorough record keeping, we are able to provide documentation and answer questions with a rapid turnaround. This will become extremely important as the State seeks FEMA reimbursement.

CrowderGulf's past performance illustrates that we will provide unlimited support to help the State be successful in providing accurate and complete documentation to FEMA and any other agencies that provide reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical.

Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originated in the field by our Client's representatives and CrowderGulf's personnel. Throughout the project, FEMA 325 requirements will be followed and will serve as the foundation of our documentation/accounting systems.

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the State, CrowderGulf will easily adapt our data capturing procedures to accommodate all requirements.

All invoices will be fully supported by load tickets and other required documentation. Intense reconciliation for all ticket data will be completed between CrowderGulf and the County/Municipal representative (i.e., the monitoring company), before invoices are submitted. Both parties must be in agreement with invoiced data.



3.0 Contract Management



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3.0 CONTRACT MANAGEMENT

CrowderGulf employs National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the State, but also ensures maximum quality control by limiting the span of supervision for individual field managers. Each of these key roles identified below is critical to an effective CrowderGulf disaster response and must possess a high degree of professional experience, skill, and leadership ability. Please also reference the attached resumes in Appendix C for additional details on the our team's qualifications.

Region Operations Manager (ROM)

The Regional Operations Manager is the senior member of the CrowderGulf team and the ranking executive on site. This person is responsible for the overall management and coordination of the entire disaster response and has full authority to make and alter assignments of employees and subcontractors. This person will interface daily with the State Project Manager on all planning and operational matters and will submit a detailed daily report to the State. The ROM will generate the damage assessment, estimate the needed manpower and activate the initial response and mobilization plan.

Zone Operations Managers (ZOM)

The individual occupying this position is the second ranking manager onsite and is directly responsible for all field operations in a specific Zone. The ZOM reports to the SPM and to our ROM. The ZOMs are responsible for all ongoing activities in the Zone including but not limited to locating staging areas, locating reduction sites, determining possible recycling methods, determining debris removal routes, generating schedules, hiring subcontractors, conducting equipment maintenance, restoring debris site, reducing debris, containing hazardous waste and disposing of all debris. This person is responsible for submitting a detailed daily report to the SPM and ROM.

Senior Documentation Manager

The responsibility of this individual is to coordinate all documentation requirements for the project. Communication between the field operations personnel and the home office personnel is critical for a seamless operation. Managing the collection, processing and storage of all debris project files and all other supporting documentation and reports are also tasked to this position. Each Zone will have a documentation manager who will answer directly to the person in this position.

Zone Documentation Manager (ZDM)

Each Zone may have a documentation manager, depending on the scope of the work within the Zone. These individuals will be responsible for daily collection, organizing and processing information to central office for database processing. This position may also assume the field office manager role for a specific Zone. All ZDMs will answer directly to the Senior Documentation Manager.

Safety Manager

The Safety Manager is responsible for development and implementation of an incident specific Field Safety Plan. That plan will conform to the standing Safety Plan and Policy of CrowderGulf and will include safety training programs, field safety awareness initiatives, safety briefings for new employees and subcontractors, a program of site safety inspections and a comprehensive safety incident and action tracking/reporting system (available to the State upon request). This individual will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work performed in this contract.



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Zone Health and Safety Officer

A qualified health and safety officer will be assigned to each Zone and will be onsite during all operations within the Zone. This person will be certified in First Aid, CPR, OSHA HAZWOPER, 10-hour OSHA Construction Safety Class and use of an automated external defibrillator (AED). The Zone Safety Officer will have access at all times to a small motorboat to perform oversight of waterway debris removal and dredging operations to ensure worker safety.

Quality Control Managers

This individual serves as the staff authority on quality control issues and is responsible for the development and implementation of an incident specific Quality Control Plan. Using performance and administrative reports, the Quality Control manager is responsible for the identification of performance deficiencies and opportunities for improvement.

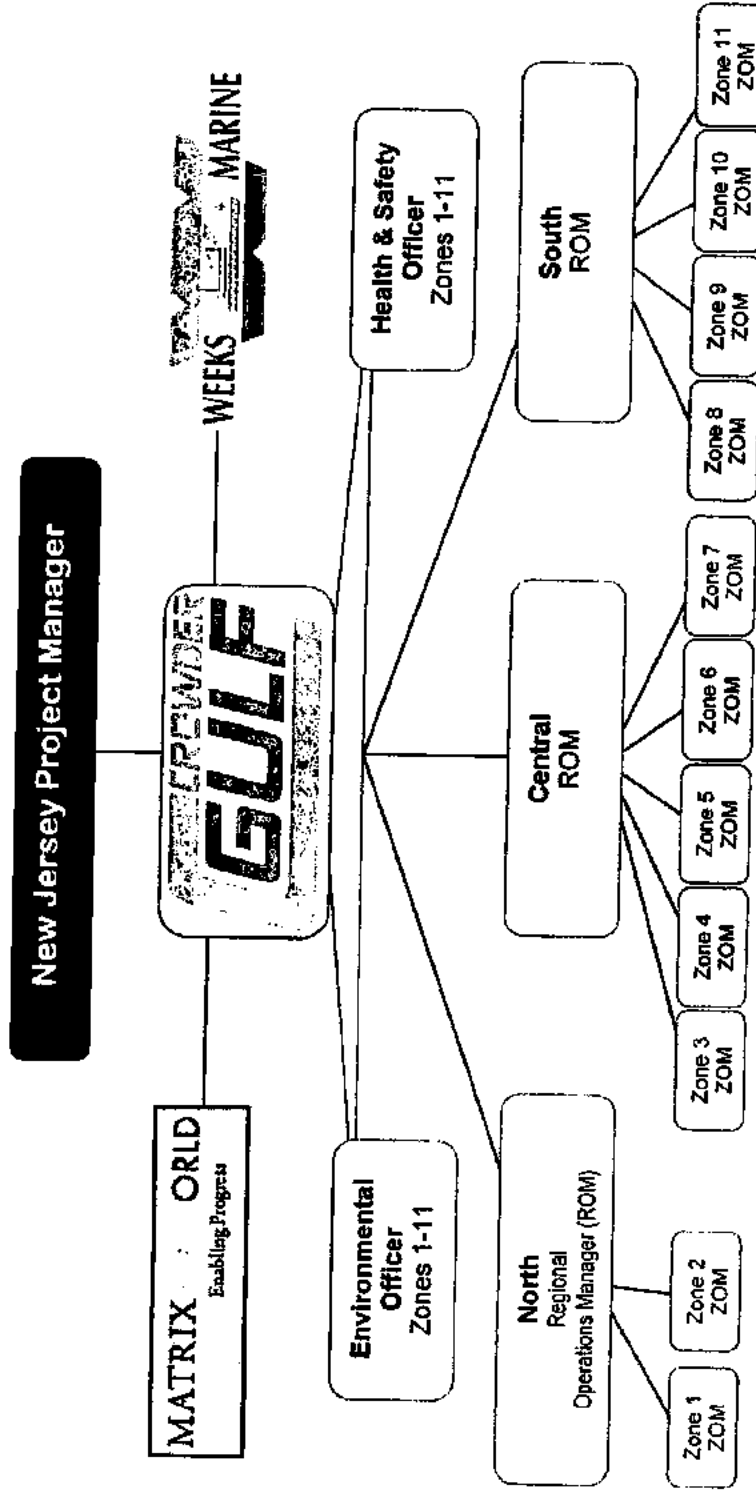
Off-loading Site and/or Temporary Debris Management Area Managers

These individuals are responsible for communicating directions to all subordinates at the Temporary Debris Management Areas. They possess and exercise a broad range of experience and knowledge of safety, workplace standards, equipment, etc. Responsibilities include development of Off-loading Sites/ TDMA site plans, construction, day to day management of Off-loading Sites/TDMAs and monitoring the sites to ensure all environmental regulations are being followed.



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The chart below illustrates the working relationships between CrowderGulf field operations teams.





4.0 Contract Schedule

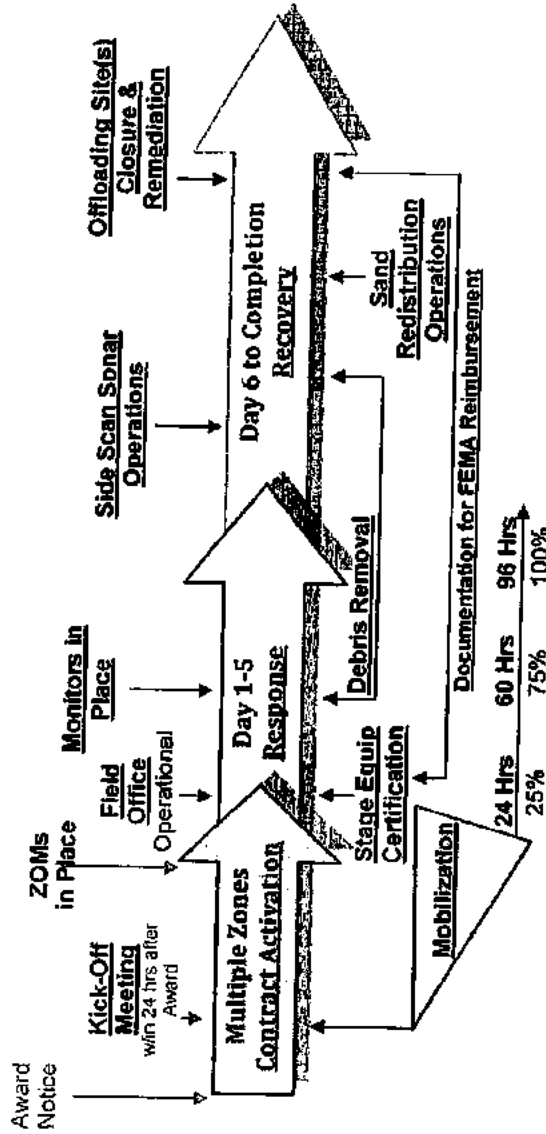


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4.0 CONTRACT SCHEDULE

Immediately upon receipt of a Notice to Proceed, we will a representative begin mobilization of equipment, operators, and laborers both locally and from throughout the region. The following diagram provides a visual overview of the proposed recovery timeline.

New Jersey Waterway Debris Removal Services
Contractor Recovery Timeline





5.0 Potential Problems



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State of New Jersey

5.0 POTENTIAL PROBLEMS and SOLUTIONS

Any major disaster debris removal and management project should anticipate potential problems. After forty years of successful debris operations, CrowderGulf has experienced almost every potential issue and has developed contingency plans accordingly. Several of the problems CrowderGulf anticipates during services in New Jersey are highlighted below.

Inclement Weather

As with all water related projects, inclement weather is a concern along with relative wave height. This can hinder the operation's progress or even halt a project. CrowderGulf has found that a solution to this uncontrollable issue is to have staff monitor NOAA marine forecasts so that supervisors can plan in advance to reschedule assignments. We will utilize windows of good weather to maximize production by increasing crews to make up for lost time.

Shifting Debris

In our past experience we have found that debris tends to shift due to currents and wave action. The migration of debris after side scan sonar services are performed is a high concern. It can greatly impact the removal process and slow operations. To solve this potential problem, it is imperative that the indentifying side scan sonar work be performed in conjunction with debris removal operations.

Environmental, Historical, or Archeological Sensitive Areas

In many cases, historical or archeological sensitive items may be marked as debris. CrowderGulf's goal is to disturb artifacts, as little as possible when performing debris removal operations. CrowderGulf will work with the State and utilize historical and archeological maps to mark these areas using GPS. These coordinates will be uploaded to our GPS units to create a buffer zone that will alert crews to sensitive areas. In the event that an artifact is recovered, operations will be stopped and the proper authorities will be notified. Environmental sensitive areas will be dealt with in the same manner. While working within known environmental sensitive areas, CrowderGulf will utilize natural resource advisors (NRA) to aid debris removal operations in minimizing impact.

Shallow Water and Low Tide

There is potential for shallow water at offloading sites due to winter and spring tides. This may inhibit barges and boats from reaching their designated offloading site. A simple solution is to temporarily "light" load barges to minimize their draft and utilize shallow draft vessels.

Narrow Channels and Canals

We are aware of many miles of narrow channels and canals through dense residential communities. This poses issues with maneuverability workable area, and private docks. In these areas, smaller work vessels and hand labor will be utilized along with spotters to ensure no damage occurs to private property and docks.



6.0 Organizational Support



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6.0 ORGANIZATIONAL SUPPORT AND EXPERIENCE

6.1 Experience

CrowderGulf has a proven track record of simultaneously managing multiple contracts and numerous specialty debris projects. CrowderGulf maintains an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small. The necessity to add or reduce equipment and personnel is often determined by the scope of work and the magnitude of the disaster. Our ZOMs will provide daily status reports on the debris removal process to the SPM and CrowderGulf's ROM. These meetings are helpful in promoting communication, adjusting resources and addressing special issues or areas of concern.

Our experience, expertise and ability to successfully manage multiple contracts are demonstrated in the following examples of past projects. The examples provided below illustrate CrowderGulf's experience with managing the increase or decrease of personnel and equipment resources needed for each project, regardless of size or location. References are provided in Section 8.0 and in Appendix B for all work discussed below.

The table below is a summary of the disaster related work performed by CrowderGulf following the major natural disasters since 2003.

<i>Year</i>	<i>Hurricane</i>	Simultaneous Contracts	# of TDMA Sites Managed	Approx. CY Hauled	Invoice Amt
2011	<i>Irene</i>	24	9	1,800,000	\$14,754,641
2008	<i>Ike</i>	36	25	18,000,000	\$179,965,818
2005	<i>Dennis, Katrina, Rita, and Wilma</i>	67	41	20,000,000	\$279,764,959
2004	<i>Charley, Frances, Ivan, Jeanne</i>	36	61	17,000,000	\$292,426,233
2003	<i>Isabel</i>	16	19	6,000,000	\$67,063,074

Throughout the recovery process, the same CrowderGulf senior management personnel were directly involved with the cleanup operation and worked closely with local, state and federal officials and their representatives to ensure that all debris was FEMA eligible and reimbursable. CrowderGulf communicated daily with all appropriate officials and assisted in decision-making to successfully complete the project.

CrowderGulf's management team assisted all clients with documentation requirements for FEMA reimbursement. In addition, CrowderGulf simultaneously completed three (3) contracts for the Texas General Land Office (GLO) for beach cleaning which included sand screening, side scan sonar of Gulf and Bay waters, removal and disposal of sunken debris, and removal and disposal of abandoned and sunken vessels in waterways under the responsibility of the GLO.

Examples of large disaster projects CrowderGulf completed that included the removal and disposal of both land and waterway debris are provided in the following paragraphs discussing the Hurricanes Irene in 2011, the Deep Horizon Oil Spill in 2010, and Hurricane Ike in 2008.



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Hurricane Irene - 2011

Following Hurricane Irene in 2011, CrowderGulf was activated for debris removal, reduction and disposal contracts by twenty (20) municipalities in North Carolina and four (4) municipalities in Virginia. We were also awarded three contracts with the North Carolina Department of Transportation (NCDOT) to remove debris from DOT roads in thirteen counties. During these activations we developed, managed and restored 9 temporary Debris Management Sites and removed over 1.8 million CY of debris, for a total cost of \$14,754,641.

The work in North Carolina and Virginia primarily involved ROW debris removal, reduction and disposal of both C&D and vegetative debris. These contracts ranged from work that required no more than two (2) trucks and one day of work, to sixty (60) trucks and over three months work. Some towns had less than five thousand (5,000) CY of debris removed while others had over one hundred thousand (100,000) CY. Regardless of the amount of debris, size or location, CrowderGulf provided immediate and effective debris removal to all clients.

BP Deepwater Horizon Oil Spill - 2010

On April 20, 2010, the BP Deepwater Horizon oil spill occurred, eventually leaking an estimated 4.9 million (4,900,000) barrels of oil into the Gulf of Mexico. From the beginning, CrowderGulf played a role in the cleanup, responding first to the needs of our pre-event clients. Throughout this project, the CrowderGulf management team and crews worked hand in hand with local/ state/ federal agencies and municipalities as well as with BP management and BP Safety/Quality Assurance/Quality Control personnel to safely and efficiently complete the project. In all efforts, CrowderGulf complied with all laws, rules and regulations designed to protect the environment and wildlife habitats. In every aspect of the project, CrowderGulf remained sensitive to public concerns and requests.

After September, 2010, CrowderGulf was primarily involved in on-shore cleanup using hand crews and power screening. This operation included simultaneously managing five field offices in two counties. At the height of the response, work at these five sites involved the employment of over twelve-hundred (1,200) people and approximately seven hundred (700) pieces of equipment to clean Alabama beaches. In approximately five months, CrowderGulf screened the entire Alabama coast from the toe of the dunes to ten (10) feet above the rack line. This required the coordination of over one hundred and sixty (160) pieces of heavy equipment, including forty (40) ton off-road trucks and JD-330 size excavators with operators. Approximately seven billion (7,000,000,000) pounds of sand was screened and over three million (3,000,000) pounds of hydrocarbon material was recovered from the beaches in both counties.

Hurricane Ike - 2008

After Hurricane Ike in 2008, CrowderGulf managed thirty six (36) contracts and removed, reduced and disposed of approximately 18 million CY of debris. During these activations, we developed, managed and restored 25 temporary Debris Management Sites. The total cost for these contracts was approximately \$180,000,000. This operation included Right-of-Way (ROW) and Right-of-Entry (ROE) debris removal, reduction and disposal, demolition, leaning trees and hanging limbs removal and disposal, stump removal and disposal, removal and proper disposal of white goods, e-goods, tires, hazardous household materials and abandoned vehicles and vessels, marine debris and vessel removal, and beach cleaning and sand screening.

In addition, CrowderGulf simultaneously completed three (3) contracts for the Texas General Land Office (GLO) for beach cleaning which included sand screening, side scan sonar of Gulf and Bay waters, removal and disposal of sunken debris, and removal and disposal of abandoned and sunken vessels in waterways under the responsibility of the GLO.



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6.2 Organizational Support

CrowderGulf has previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists on staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all necessary paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff collectively holds over 80 FEMA course certifications and numerous OSHA Health and safety and hazardous materials classifications. CrowderGulf employees are required to attend conferences and training classes for continuing education credits and certification maintenance on a yearly basis.

All CrowderGulf officers, managers and supervisors have been involved in previous successful disaster related debris operations and have been trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals, who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

6.2.1 Team Members

It is our Company policy to utilize qualified local small business subcontractors to the maximum extent possible. We also endeavor to employ a large percentage of qualified local Minority or Women Business Enterprise (M/WBE) subcontractors. CrowderGulf has team members based in New Jersey that will play a key role in restoring the local communities after a disaster. These include Matrix New World.

26 Columbia Turnpike, 2nd Floor
Florham Park, NJ 07932
T: 973.240.1800 F: 973.240.1801
<http://www.matrixnewworld.com>

MATRIX NEW WORLD
Enabling Progress

Matrix is a Florham Park, New Jersey company that has won numerous awards for full service environmental, geotechnical, and civil engineering services. Founded in 1990, Matrix is a **woman-owned business** that has been long recognized as a leader in providing multi-disciplinary solutions to a wide variety of projects including site development, infrastructure, environmental and engineering studies, and property redevelopment.

The Matrix environmental group provides a full range of environmental services ranging from initial site assessment to remedial investigation and remedial designs, asbestos and lead-based paint surveys and project designs, underground storage tank management programs, construction support services and regulatory compliance issues.

Matrix has a team of experienced and licensed professionals that maintain registrations in their fields of expertise including Professional Engineers, Professional Geologists, Certified Hazardous Materials Managers, Certified Safety Professionals, Accredited Asbestos Inspectors, Management Planners, Project Designers, and Safety Technicians, Certified Lead Inspector/Risk Assessors, ANSI-RAB Lead Environmental Management System Auditors, and Underground Storage Tank Closure/Subsurface Evaluators. Several members of the Company's senior staff are former employees of the New Jersey Department of Environmental Protection and the Environmental Protection Agency. Matrix is also a certified Asbestos Safety Control Monitor in New Jersey.



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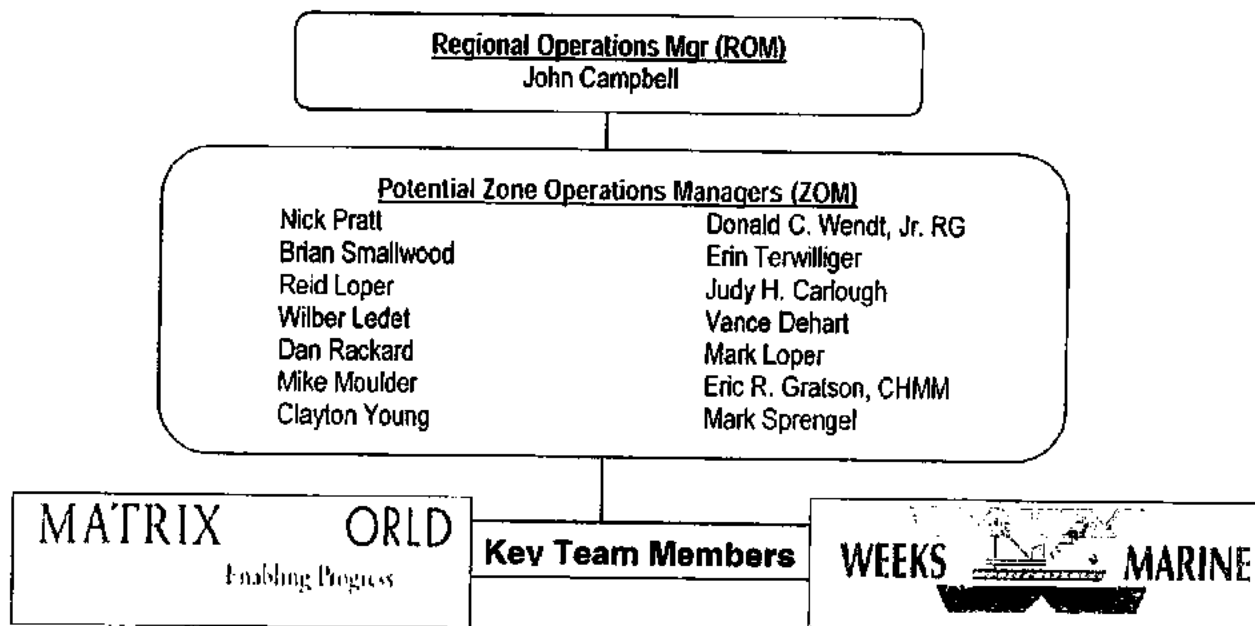
Corporate Headquarters
Weeks Marine, Inc.
4 Commerce Drive
Cranford, NJ 07016
Phone: (908) 272-4010

Weeks Marine, Inc. (WMI), was founded in 1919 as Weeks Stevedoring Company in New York City. Over the years, the company has grown, diversified and is now a top 200 construction contractor. WMI owns and operates a large fleet of industrial work vessels and is a major U.S. provider of dredging services for navigation, shore protection, environmental restoration, and sediment removal from large lakes and reservoirs. The dredging division of the Company operates hydraulic, hopper and clamshell dredges throughout the United States and the Caribbean.

The U.S. Army Corps of Engineers is the company's largest customer, followed by the U.S. Navy, various other federal agencies, public seaports, independent ocean terminal owners, states and local governments. Weeks Marine is dedicated to providing a safe working environment for all of its employees. The company's industry safety management systems operate in compliance with both the Responsible Carrier Program and the Dredging Safety Management Program. WMI is an equal opportunity employer and provides comprehensive and ongoing training for its employees.

6.2.2 Organizational Charts

The following organizational chart lists CrowderGulf's proposed management personnel for this project. Short biographical summaries are provided below for several of our senior management in order to show the level of disaster experience and knowledge the CrowderGulf team encompasses.





7.0 Resumes



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7.0 RESUMES

The resumes of specific management personnel that will be assigned to this contract are provided in Appendix C. The brief biographical sketches below provide an example of the experienced and knowledgeable CrowderGulf and Matrix personnel that will be available.

7.1 Biographical Summaries Of CrowderGulf Senior Management

- **John Ramsay –President and Owner**

Mr. Ramsay is a graduate of Auburn University with a degree in Agriculture and has over 40 years of experience in storm debris removal and reduction operations and management. He has directed the successful completion of major operations from the most recent work in North Carolina, Florida, Alabama, and Mississippi following Hurricane Isaac in 2012 and in North Carolina and Virginia in 2011 following Hurricane Irene. Additionally, Mr. Ramsay managed and directed debris removal operations in the Houston-Galveston Area as a result of Hurricanes Gustav and Ike in 2008, and in Florida, Alabama, Mississippi, Louisiana and Texas following Hurricanes Dennis, Katrina, Rita and Wilma in 2005. Working all other disaster work since Hurricane Camille, in 1969, Mr. Ramsay is one of the foremost experts in all phases of a debris operation, including removal, reduction, recycling and disposal. As one of the owners and the founder of CrowderGulf, he takes a personal interest in each of the municipalities we have served over the years. In non emergencies, John is a well respected member of the timber industry John's experience in agriculture, farming, and silviculture provides opportunities for CrowderGulf to leverage additional services and expertise to our clients. He is well respected in the field and his technical advice has been and continues to be sought after by other contractors, municipalities, and various agencies such as Wildlife and Fisheries. Mr. Ramsay has been especially involved in creating innovative ways to recycle debris wastes. (NIMS Trained)

- **Ashley Ramsay-Naile – Vice President and Chief Operating Officer**

Mrs. Ramsay-Naile is a Graduate of University of South Alabama. She has been involved in managing the day to day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As Chief Operating Officer for CrowderGulf her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back office activities including accounts payable, accounts receivable and human resources. In 2012, Ashley Ramsay was appointed by Governor Robert Bentley, to the Alabama State Workforce Investment Board. Activations have included: 1995 Hurricanes Erin and Opal, 1996 Hurricane Fran, 2004 Hurricanes Charley, Ivan, and Jeanne, 2005 Hurricanes Dennis, Katrina, Rita and Wilma, 2008 Hurricane Gustav and Ike, 2011 tornadoes, Hurricane Irene and 2012 Tropical Storm Debby and Hurricane Isaac. (NIMS Trained)

- **John Campbell – Region Operations Manager**

Mr. Campbell has over 40 years experience in disaster response planning and management. He has a B.S. degree in Political Science from the University of Southern Miss. and a Masters degree in Logistics Management from the Florida Institute of Technology. After retirement from the Army as a full Colonel with 30 years of service, he served for 6 years as Chief of Operations for Lee County Emergency Management in Fort Myers, Florida. He has direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes Charley, Ivan and Wilma that impacted Southwest Florida. He also provided mutual aide to Escambia County Florida following Hurricane Ivan. Mr. Campbell served as senior project manager for CrowderGulf for all activated contracts in Florida following



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T.S. Debby in 2012 and provided management oversight for projects resulting from Hurricane Isaac in Mississippi. Mr. Campbell served as a senior project manager for CrowderGulf's response to Hurricane Irene in 2011 including management of 13 Counties assigned under the North Carolina DOT. He also served as the Senior Project Manager for over a year in the Texas Gulf Coast Region following Hurricane Ike's impact in September 2008. During his 36 years of public service, he amassed an extensive background in high-level management, disaster response and training. He also trains CrowderGulf clients in all facets of debris management, Incident Command System (ICS), National Incident Command System (NIMS) and the FEMA PA program process. Mr. Campbell was previously qualified as an accredited Professional Emergency Manager through the Florida Emergency Preparedness Association (FEPA) and remains active in the organization. (NIMS Certified Instructor)

- **Raymond "Buddy" Young – Assistant Director of Management (ROM if needed)**

Mr. Young was Regional Director of FEMA Region VI from 1993 – 2001 and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management business and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003 and through Hurricane Irene in 2011, as well as the 2011 tornado in Alabama. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Buddy is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

- **Gary Jones – FEMA Technical Advisor**

Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEMA). Gary served as Deputy Regional Director of FEMA Region VI for 17 years. During those years as Deputy, he also served as Acting Regional Director for 4 years. Gary was responsible for administration of emergency management programs in the FEMA Region VI. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the region. Additionally, Gary served as a Branch Chief managing several Technological Hazards Branch programs including Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. Gary was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Gary Jones has a Master's Degree from Tulane University. (NIMS Trained)

- **Margaret R. Wright, PhD – Senior Documentation Manager**

Dr. Wright has over twenty-five years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her duties include proposal writing, training developer and facilitator, regulations compliance, documentation management, including day-to-day operations of work completed, communication and coordination with contracting entities and their representatives during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations after all major disasters since 1996, setting up and managing field offices, hiring and training personnel to work with all required documentation. She ensures that field offices are communicating all necessary documentation to the CrowderGulf's Disaster Assistance Office (DAO) to support invoices and Client reimbursement by FEMA. She supports clients with all FEMA auditing and with documentation technical support. (NIMS Trained)



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- **Leigh Anne Ryals, ALEM, CLEM – Emergency Management Specialist**

Mrs. Ryals has over seventeen years of experience and training in Emergency Management. She has eleven years serving as an Emergency Management Director and five years serving as a Disaster Public Information Officer. She has worked twelve Presidential Disaster Declarations and one Incident of National Significance, the Deep Water Horizon Oil Spill, and of those disasters she served as Incident Commander for eight of those events. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. Leigh Anne learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Most recently in North Carolina following Hurricane Irene, she worked with Municipal and County organizations serving as a Government Liaison providing guidance on FEMA documentation and debris related issues. Ms. Ryals is a Licensed and Certified Alabama Emergency Manager; she serves as a NIMS 300 & 400 Course Instructor and holds numerous FEMA and State Emergency Management Certifications. (NIMS Certified Instructor)

- **Brian Smallwood – Project Manager, LEED AP**

Brian graduated Auburn University in 2006 with a Bachelors Degree in Building Science. After graduation, he worked as a Project manager in Atlanta, GA for one of the largest general contracting firms in the world. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Brian has the ability to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. Brian served as the Operations Manager for the Debris Reduction Site for the U.S. Corps of Engineers in Joplin, MO after the EF 5 tornado affected the city in May 2011. He then served as the Project Manager for the recent recovery from Hurricane Irene in Newport News, VA. Brian is a LEED Accredited Professional with certifications in NPDES, FEMA and OSHA. (NIMS Trained)

- **Reid Loper – Project Manager, LEED AP**

Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. As PM, he has been responsible for managing over 1200 people and 400 pieces of equipment. Managing several projects at once is Reid's strong point and the BP project has consisted of simultaneously managing more than eight different major projects within the Area of Responsibility (AOR) for the BP Oil Spill operation. These projects ranged from sand screening, dredging, and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$120 million in invoicing and total project cost. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision. Reid has estimated over \$200 million of work and completed over \$100 million in commercial construction, producing an average of 18% savings on project combined. Reid graduated from Auburn University in Aerospace Engineering where he worked as a research and design student. (NIMS Trained)

- **Nick Pratt – Project Manager**

Nick Pratt has served as one of CrowderGulf's key Field Project Manager's since 2010 working for BP on the Deep Horizon Oil Spill cleanup. He initially handled all of the logistics for the Oil Spill project, putting hundreds of pieces of CrowderGulf equipment in place and directing and training hundreds for CrowderGulf employees throughout the operation. Nick has been involved with storm cleanup work for over eight years. Most recently, he served as



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project manager in Biloxi, MS following Hurricane Isaac in 2012 and in Rocky Mount, NC following Hurricane Irene. Nick was Field Supervisor for one of CrowderGulf's primary subcontractors in the debris removal projects in Texas after Hurricane Ike. He supervised and managed several hauling crews until the final cleanup work was completed in Bolivar, Texas. After Hurricanes Katrina in 2005, Nick was the field supervisor for one of CrowderGulf's subcontractors for the debris removal work in Pascagoula, MS. In 2004, after Hurricane Ivan, Nick worked as a crew foreman and a truck driver during CrowderGulf's debris cleanup work in Baldwin County, AL. (NIMS Trained)

- **Wilber Ledet – Project Manager**

Mr. Ledet has 16 years of management experience from 1997 to present. Mr. Ledet's disaster experience with CrowderGulf includes managing the removal of wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay following Hurricane Ike. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessels and coordinated their proper disposal. From 2010 to 2012, Mr. Ledet managed up to 800 Hazwoper certified responders and facilitated meetings with Environmental and BP Officials as Project Manager assigned to the Deepwater Horizon Oil Spill. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. This project included sea oat replacement, and the management of the right-of-entry program for sand reclamation on private property. Prior to his employment with CrowderGulf in 2009, Mr. Ledet, served as the General Manager for DeBerville Heavy Equipment Rental and Sales. In this position, Mr. Ledet managed the overall daily operations of the company, and facilitated operations, training and safety programs on the equipment for staff and customers.

- **Jason Zirlott – Sonar Image Manager**

Mr. Zirlott has over eleven years experience in marine debris removal. Jason's training in sonar mapping and his ten plus years as a boat captain has aided CrowderGulf by providing expertise in high resolution side scan sonar operation for marine debris detection and removal. Jason's abilities have been used in Hurricane's Ivan, Katrina, Rita and Ike.

- **Dan Rackard – Marine Operations Manager**

Mr. Rackard has 22 years of active U.S. Army assignments from 1976 till 1998, upon retiring he worked for the City of Gulf Shores, AL, as the Streets Superintendent. Mr. Rackard has been involved in many natural disasters both as an Army Engineer and in the public/private sector. Mr. Rackard began work with CrowderGulf in 2004, following Hurricane Ivan and has worked as a Project Manager, Estimator, Proposal Writer, and Contract Negotiator. Mr. Rackard has been awarded the "Bronze De Fleury Medal" for significant contributions to the U.S. Army Corps of Engineers. (NIMS Trained)

- **Jeff Zemlik – Safety Manager**

Mr. Zemlik is a graduate of Indian River State College, earning degrees in both Organizational Management and Occupational Health and Safety. Currently He is enrolled at Columbia Southern working toward his masters in Occupational Health and Safety. He has been affiliated with the construction industry since a young age, starting his safety career by managing the safety department of his family's masonry company, which completed over 1.5 million safe work hours. His past projects have included developing and directing the safety program for the BP Oil Spill for the State of Alabama, constructing the largest indoor primate house at Chicago's Brookfield Zoo and reworking furnaces in and around the steel mills of Gary, Indiana. He is currently charged with overseeing the Safety Department for CrowderGulf. (NIMS Trained)



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7.2 Biographical Summaries Of Matrix New World Management

- **Donald C. Wendt Jr., RG**

Mr. Wendt is a Geologist/Office Engineer/Field Inspector with over 23 years of experience in the areas of spill response, construction management and inspection, contractor oversight, inspection and supervision of drilling and environmental monitoring. Mr. Wendt has worked on numerous US Environmental Protection Agency and New Jersey Department of Environmental Protection sponsored remedial investigations, cleanups, and oversight projects. Mr. Wendt has supervised and performed oversight of contractors and subcontractors.

- **Erin L. Terwilliger**

Ms. Terwilliger is an environmental scientist with over seven years of experience in environmental consulting services including remedial, ecological and spill response management. Ms. Terwilliger is certified in Shoreline Cleanup Assessment Technique (SCAT) as both field team member and leader. She is a Transportation Worker Identification Card (TWIC) holder and is 40-hr HAZWOPER certified. Ms. Terwilliger is also trained in the National Incident Management System (NIMS) Incident Command Structure (ICS), Level 100 (Introduction to Incident Command System) and Level 200 (ICS for Single Resources and Initial Action Incidents). Ms. Terwilliger's remedial experience includes the oversight and coordination of subsurface and surface investigations in connection with environmental studies throughout New York, New Jersey and Pennsylvania. Ms. Terwilliger is proficient with ArcGIS, AutoCAD, and Trimble Nomad software devices and statistical analyses.

- **Judy H. Carlough**

Ms. Carlough is a Senior Civil Engineering Technician/Field Inspector with over 30 years of experience in the areas of construction supervision, contractor oversight, inspection and supervision of all road reconstruction and infrastructure improvement projects for the Township of West Caldwell, New Jersey. Her responsibilities have included oversight of contractors and subcontractors. She has inspected concrete, asphalt and has overseen water, storm and sanitary sewer installations. Ms. Carlough has numerous projects utilizing her knowledge of the Americans with Disabilities Act including the Accessibility Guidelines for Buildings and Facilities. She has worked closely with Essex County Division of Housing and Community Development acquiring CDBG funding and management of projects for the Township of West Caldwell.

- **Mark J. Sprengel**

Mr. Sprengel is an environmental scientist with over 10 years of environmental consulting and spill response experience focusing on environmental assessment and remediation projects. Mr. Sprengel's experience includes environmental contractor oversight during cleanup and recovery of oiled debris from beaches and state parks along the Gulf Coast in AL, MS and LA. He was responsible for implementing required Best Management Practices (BMPs), of United States Fish and Wildlife Service per the Endangered Species Act and other applicable laws. His experience includes the preparation of environmental technical reports and permitting applications relative to Preliminary, Phase I and Phase II site remediation assessments and investigations throughout New Jersey.



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- **Gavin Gilmore**

Mr. Gilmore is a certified asbestos and lead paint specialist with over 15 years of experience as an asbestos and lead based paint supervisor, investigator, project designer, project monitor and technician. He is a state Certified Asbestos Project Monitor, Asbestos Inspector, Asbestos Project Designer, Lead Inspector/Risk Assessor, Lead Risk Assessor, and Asbestos Safety Technician. He has worked on numerous projects for New Jersey Schools Development Authority and the New York City School Construction Authority, Municipal Agencies, as well as the Casino Reinvestment Development Authority. Mr. Gilmore has worked on other projects for industrial and private clients throughout New Jersey and New York. His responsibilities have included all phases of project participation from proposal to contract close out. Equally experienced in project design and specification as on site project monitoring and site compliance; Mr. Gilmore brings a necessary and valuable degree of field experience to enhance project execution.

- **Eric R. Gratson, CHMM**

Mr. Gratson is a Certified Hazardous Material Manager with over 21 years of experience as a site and design engineer for civil engineering, construction, and environmental projects. He is a state Certified Asbestos Project Monitor, Asbestos Inspector, Asbestos Project Designer, Lead Inspector/Risk Assessor, Lead Risk Assessor, and Asbestos Safety Technician. Mr. Gratson has directed and managed projects relative to construction and renovation of schools, transportation facilities, fuel terminal facilities, major transportation design and construction projects, and other projects for industrial and private clients throughout New Jersey and New York. His expertise includes hazardous materials surveys, development of construction documents (plans and specifications), environmental construction management and oversight for conventional construction projects and environmental remediation projects, construction quality assurance, and project management. Mr. Gratson's experience also includes planning and implementing environmental and engineering programs specializing in contaminated site investigations, site remediation, hazardous waste and solid waste management, environmental permitting, regulatory compliance, design of underground storage tank systems, and asbestos and lead-based paint inspection

- **Matthew Duffy, CHMM**

Mr. Duffy is a Certified Hazardous Material Manager with eleven years experience in multi-media environmental analysis including numerous environmental characterizations. Mr. Duffy's experience includes the oversight and coordination of subsurface and surface investigations which includes monitoring well installations, soil, groundwater, soil gas, indoor air, surface water, and sediment sampling, management and processing of sample laboratory analyses, leaking underground storage tank (LUST) removal/closures, and operation and maintenance of groundwater remediation systems in connection with environmental studies throughout New York, New Jersey and Pennsylvania. Mr. Duffy has also been responsible for the development, implementation, and training of EHS policies and procedures.



8.0 Experience



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8.0 CROWDERGULF EXPERIENCE ON CONTRACTS OF SIMILAR SIZE AND SCOPE

Appendix B contains a list of CrowderGulf's past performance by disaster event with references for the past seven years. It also provides examples of Matrix New World's past performance of similar work with references. The charts in this section provide highlights of work completed as stipulated in the RFQ. This includes multiple task order contracts that included waterway debris removal, sand screening and beach cleaning projects.

8.1 Multiple Task Order Contracts - Past Performance Chart

The chart below is an example of CrowderGulf's ability to successfully perform these different tasks and operations at the same time. Contact information for these contracts/projects can be found in the Past Performance Chart in Appendix B.

2008 Hurricane Ike Recovery											
36 Simultaneous Contracts from 9/15/2008 through 2/15/2010											
Covering 4 States & handling over 17,351,244 CY & 25 TDMA's Managed											
Client	Land Debris	Waterway	Vehicles	Boats	Sand Work	ROE	White Goods	E-Goods	Tires	Demo	
Alvin, TX	X										
Angleton, TX	X										
Bayou Vista, TX	X						X				
Beaumont, TX	X						X	X			
Brazoria County, TX	X										
Brookside Village, TX	X										
Calcasieu Parish, LA	X										
Chambers County, TX	X					X					
Clear Lake Shores, TX	X						X				
Clute, TX	X										
Dauphin Island, AL		X			X						
Deer Park, TX	X										
Dickinson, TX	X	X					X				
Freeport, TX	X										
Friendswood, TX	X										
Galveston County, TX	X	X	X	X	X	X	X	X	X		
Galveston County, MUD, TX	X	X									
Jefferson County, TX	X					X	X				
Kemah, TX	X					X	X				
Lake Charles, LA	X										
LaMarque, TX	X	X					X				
League City, TX	X						X				
Manvel, TX	X										
Montgomery County, TX	X										
Owensboro, KY	X										
Pearland, TX	X										
Santa Fe, TX	X										
Sulphur, LA	X										
Texas City, TX	X	X									
Texas General Land Office, TX (3 contracts)	X	X		X	X		X		X		
Tiki Island, TX	X	X					X				
Webster, TX	X										
Westlake, LA	X										



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During the 2005, CrowderGulf was activated after Hurricanes Katrina, Rita and Wilma for recovery debris removal. Below is a chart that shows the different tasks simultaneously accomplished by CrowderGulf. Contact information for these contracts/projects can be found in the Past Performance Chart in Appendix B.

2005 Hurricanes Recovery										
56 Simultaneous Contracts from 8/27/2005 through 1/16/2011										
Covering 4 States & handling over 18,491,063 CY & 35 TDMA's Managed										
Client	Land Debris	Waterway	Vehicles	Boats	Sand Work	ROE	White Goods	E-Goods	Demo	
Alabama State Docks, AL	X									
Aventura, FL (2 activations)	X									
Baldwin County, AL	X									
Biloxi, MS	X	X		X		X	X	X	X	
Bonnet House Museum and Gardens of Fort Lauderdale, FL	X									
Ceres Environmental/ USACE - Calcasieu Parish, LA	X		X			X	X	X	X	
Collier County, FL	X	X								
Daphne, AL	X									
D'Iberville, MS										
Dickinson, TX	X									
Fort Lauderdale, FL (3 activations)	X	X			X	X				
Fort Myers Beach, FL	X									
Fort Myers, FL	X									
Golden Acres Housing Authority of Pompano Beach, FL	X									
Gulf Shores, AL	X									
Gulfport, MS	X									X
Hancock County, MS			X	X						
Harrison County, MS	X									
Jackson County, MS	X	X								
Jefferson County, TX	X									
Jefferson Parish, LA	X									
Lazy Lakes, FL	X									
Lee County, FL	X									
Moss Point, MS	X									
Naples Airport Authority, FI	X				X					
Naples, FL										
North Miami Beach, FL	X	X								
North Miami, FL (2 activations)	X									
Orange Beach, AL	X				X					
Pascagoula, MS	X	X				X				X
Pembroke Pines, FL (2 activations)	X									
Pompano Beach, FL (2 activations)	X									
Sanibel Island, FL	X					X				
State of Louisiana Dept. of Wildlife & Fisheries, East Balon Rouge Parish, LA		X								
US Coast Guard, MS		X								
Wallton County, FL	X	X			X					
Waveland, MS	X									
Wellington, FL	X									
West Palm Beach, FL	X					X				
Wilton Manors, FL (2 activations)	X									



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8.2 Special Projects - Waterway Past Performance Chart

Confidential & Proprietary Information
 The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor specific to debris removal from waterways. The following chart has been sorted by descending project value. Appendix B contains a complete list of CrowderGulf's past performance by event with references.

OWNER & TIMELINE	DESCRIPTION OF WORK	TOTAL PROJECT VALUE	CONTRACTING POINT OF CONTACT
2008 Hurricane Ike Galveston County, TX (Galveston County Mainland & Bolivar Peninsula) 9/18/2008-9/12/2009	<ul style="list-style-type: none"> Specialty Debris Removal: Removed dead trees killed by the salt water surge. Special Projects: <ul style="list-style-type: none"> Removed debris from 25 mi of protection levee & 5 mi from ship channel protection dike Levee debris removal 	\$84,145,785	Pat Doyle, County Commissioner 409-770-5333, 409-770-5336, Patrick.Donley@co.galveston.tx.us
2008 Hurricane Ike Texas GLO - General Land Office 12/18/2008-2/15/2010	<ul style="list-style-type: none"> Hauled sand debris Special Projects: cleaned & restored beaches Special Projects: hauled marine debris & sunken vessels from Gulf & Bay Waters 	\$27,167,874	Ben Au, Architect Dir., Const. Services, 512-463-6293, Benjamin.Au@glc.state.tx.us
2008 Hurricane Ike City of Texas City, TX 9/22/2008-10/27/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & dike (wet) debris Reduced by burning 	\$3,578,002	Bruce Clawson, Emergency Manager 409-643-5840, bclawson@texas-city.tx.us
2008 Hurricane Ike Town of Dauphin Island, AL 9/15/2008-3/13/2009	<ul style="list-style-type: none"> Special Projects: <ul style="list-style-type: none"> Beach restoration, sand fence replacement Drainage ditch excavation, road & damaged parking lot reconstruction Special Projects: <ul style="list-style-type: none"> Clearing, maintaining & restoring miscellaneous storm water drainage canals Countywide 	\$3,245,527	Jeff Collier, Mayor 251-961-5525 jcollier@lowrdaulnainisland.co
2008-2010 Maintenance Contract 2008 Hurricane Ike City of Dickinson, TX 9/10/2008-2/3/2009	<ul style="list-style-type: none"> Special Projects: <ul style="list-style-type: none"> Clearing, maintaining & restoring miscellaneous storm water drainage canals Countywide 	\$2,500,000	Michelle Baker, Engineering Services 727-847-8140 ext. 8736 mbaker@pascocounty.net
2008 Hurricane Ike City of LaMarque, TX 9/22/2008-12/1/2009	<ul style="list-style-type: none"> Specialty Debris Removal: white goods & canal debris Special Projects: NRCS Project (12/15/2009-2/23/2010) tree removal from Highland Bayou 	\$2,309,107	Captain Steve Krone 281-337-2489 skrone@co.dickinson.tx.us
River Delta Marina Project for Mobile County, AL 5/2011 - 12/2011	<ul style="list-style-type: none"> Demo of existing marina boat houses & bulkheads Installed new vinyl sheet - piled sea wall Dredged marina to depth of 4' Constructed 10,000 sq ft new boat sheds & 3200/sq ft covered pavilion Created approx. 3 acres of constructed wetlands & surrounding facilities. 	\$1,875,469	Todd Zacherl, Fire Chief 409-938-9261 tzacherl@city-la-marque.tx.us
2008 Hurricane Ike Galveston County Municipal Utility District 12 (MUD 12) 2/24/2008-3/19/2009	<ul style="list-style-type: none"> Hauled Canal debris 	\$76,236	Sharon Ballard, Secretary to the Board 409-935-6111, sballard@comcast.net



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8.3 Beach Work & Sand Screening Past Performance Chart

The chart below contains a partial listing of contracted work that included beach cleanup and sand screening by CrowderGulf as Prime Contractor. The following chart has been sorted by descending project value. Appendix B contains a complete list of CrowderGulf's past performance by event with references.

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2010 BP Deep Horizon Oil Spill O'Brien's Response Management / SEACOR Management / BP Oil Exploration & Production 5/2010 - 2/14/2012	<ul style="list-style-type: none"> Provided OSRO (Oil Spill Response Organization) Services Provided maintenance cleanup on all AL beaches & State Park - On shore & Near Shore Response Excavated and screened sand in Gulf Shores, AL Baldwin County Only - 21.18 mi of beach cleaned, 2,452,000 lbs of hydrocarbon removed, 3 billion lbs of sand sifted. Emergency closure of Little Lagoon Pass in Gulf Shores Boom Anchor and Removal program - Utilizing Side Scan Sonar equipment. Galibon basket removal project (Fort Morgan & Dauphin Island) debris Hauled (ROW, ROE & canal) vegetative, wet debris, C&D & much debris Reduced by grinding & burning Specialty Debris Removed (ROW & ROE) lemmers/hangers, dead trees killed by the salt water surge, white goods, e-goods, abandoned vehicles & tires Removed debris from 25 mi of protection levees & 5 mi from ship channel protection dike Levee debris removal 	\$122,218,889	All Alabama Beaches Lump Sum & Hourly	<p>Duane Miller - Manager, Consulting & Response 251-716-1620 - cell. Duane.Miller@obriensm.com</p> <p>Jeremiah Jeffries - AL Operations Mgr. 251-618-1334, Jeremiah.Jeffries@br.com</p> <p>Doug Parton - Deputy Operation Manager 850-362-8178 - cell, parton.doug@bqg.com</p> <p>Jim Poore, Division Supervisor - Baldwin County, AL 251-225-5520, James.Poore@bqg.com</p>
2008 Hurricane Ike Galveston County, TX (Galveston County Mainland & Bolivar Peninsula) 9/18/2008-9/12/2009	<ul style="list-style-type: none"> Reduced by grinding & burning Specialty Debris Removed (ROW & ROE) lemmers/hangers, dead trees killed by the salt water surge, white goods, e-goods, abandoned vehicles & tires Removed debris from 25 mi of protection levees & 5 mi from ship channel protection dike Levee debris removal 	\$84,145,785	3,871,319	<p>Pat Doyle, County Commissioner 409-770-5333, 409-770-5336, Patrick.Doyle@co.galveston.tx.us</p>
2008 Hurricane Ike Texas General Land Office (GLO) 2 contracts 12/18/2008-2/15/2010	<ul style="list-style-type: none"> Hauled sand debris Special Projects: cleaned & restored beaches Contract Special Projects: removed and disposed of marine debris & sunken vessels from Gulf & Bay Waters 	\$27,167,674	7,824,258	<p>Ben Au, Architect Dr., Const. Services, 512-463-6293, Benjamin_au@tob.state.tx.us</p> <p>Tony Williams, Professional Services Coastal Leasing 512-463-6055, Tony.Williams@GLO.STATE.TX.US</p>
2010 BP Deep Horizon Oil Spill Baldwin County, AL 5/19/2010 - 7/12/2010	<ul style="list-style-type: none"> Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County 	\$4,280,707	Lump Sum	<p>Charles "Skip" Gruber, Commissioner - District 4 S Baldwin County, AL 251-943-5061 cgruber@baldwincounty.al.gov</p> <p>Wanda Sandagger, Admin. Assist. 251-861-5525, wsandagger@baldwincounty.al.gov</p>
2006 Hurricane Ike Town of Dauphin Island, AL 9/15/2008-3/13/2009	<ul style="list-style-type: none"> Special Projects. Sand screening & beach restoration, sand fence replacement Drainage ditch excavation, road & damaged parking lot reconstruction 	\$3,245,527	210,520	<p>Jeff Collier, Mayor 251-861-5525 jcollier@townofdauphinisland.com</p>



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OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2010 BP Deep Horizon Oil Spill Town of Dauphin Island, AL 6/1/2010 - 7/21/2010	<ul style="list-style-type: none"> Built additional sand berm for protection per BP Grant Planted Sea Oats 	\$2,235,000	3 Miles of Beaches	Jeff Collier, Mayor 251-861-5525 jcollier@townofdauphinisland.org
2012 Hurricane Isaac Town of Dauphin Island, AL 8/31/2012-Present	<ul style="list-style-type: none"> Hauled sand debris for screening and returning to the beach (POM & FHWA) 	\$948,930	116,586	Bryan Milling, True North, Monitoring , 707-502-2795, bmilling@truenorthem.com
2009 Tropical Storm Ida Town of Dauphin Island, AL 11/12/2008-4/12/2010	<ul style="list-style-type: none"> Special Projects: sand screening & beach reclamation services 	\$922,471	77,127	Jeff Collier, Mayor 251-861-5525 jcollier@townofdauphinisland.org
2012 Tropical Storm Beryl Massau County, FL 6/11/2012-7/17/2012	<ul style="list-style-type: none"> Special Projects: Cleaned beaches from Seaweed debris 	\$82,421	7,243	Jonathan Pags, Nassau County Engineer , 904-491-7330, jpage@nassaucountyfl.com
2012 Hurricane Isaac City of Key West, FL 8/28/2012-8/31/2012	<ul style="list-style-type: none"> Special Projects: Cleaned the beaches of debris 	\$76,683	Hourly	Scott Fraser, FEMA Coordinator / Floodplain Administrator , 305-809-3810 sfraser@keywestcity.com
2012 Tropical Storm Debbie Town of Fort Myers Beach, FL 6/28/2012-7/10/2012	<ul style="list-style-type: none"> Special Projects: removed debris & provided repairs on the beach 	\$31,202	Hourly	Cathie Lewis, PW Director 239-765-0202 Cathie@FortMyersBeachFL.gov
2012 Hurricane Sandy City of Fort Lauderdale, FL 11/7/2012-11/2/2012	<ul style="list-style-type: none"> Special Projects: removed sand debris from roadways 	\$21,068	Hourly	Albert Carbon, Public Works Director 954-828-5341, ACarbon@fortlauderdale.gov
2012 Hurricane Isaac Town of Fort Myers Beach, FL 9/5/2012-9/17/2012	<ul style="list-style-type: none"> Special Projects: removed debris & provided repairs on the beach 	\$20,305	Hourly	Cathie Lewis, PW Director 239-765-0202, Cathie@FortMyersBeachFL.gov
2012 Hurricane Isaac Walton County, FL 9/1/2012-9/2/2012	<ul style="list-style-type: none"> Special Projects: Cleaned the beaches of debris 	\$11,646	Hourly	Major Joseph Preston, Dir. of Support Services & EM , 850-951-4721, jpreston@walltson.com
2012 Hurricane Isaac City of Orange Beach, AL 8/30/2012-9/1/2012	<ul style="list-style-type: none"> Special Projects: Cleaned the beaches of debris 	\$8,265	Hourly	Nicole Woerner, Coastal Resources Planner , 251-981-1063, nwoerner@cityoforangebeach.org

Appendix B provides a complete past performance list of work completed by CrowderGulf with references. Past performance of disaster work completed by Matrix is also provided in Appendix B and includes references.

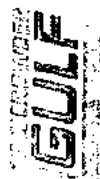




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8.4 White Goods, E-Goods & Vehicles Removal - Past Performance Chart *Company's Completion of Proprietary Information*
 The chart below contains a partial listing of contracted work that included the removal and proper disposal of white goods, e-goods, vehicles and vessels by CrowderGulf as Prime Contractor. The following chart has been sorted by descending project value. Appendix B contains a complete list of CrowderGulf's past performance by event with references.

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2008 Hurricane Ike Recovery Galveston County, TX (Galveston County Mainland & Bolivar Peninsula) 9/18/2008-9/12/2009	<ul style="list-style-type: none"> Hauled (ROW, ROE & canal) vegetative, wet debris, C&D & mulch debris Reduced by grinding & burning (ROW & ROE) leaners/hangers, dead trees killed by the salt water surge, white goods, e-goods, abandoned vehicles & tires Removed debris from 25 mi of protection levee & 5 mi from ship channel protection dike Levee debris removal 	\$84,145,785	3,871,319	Connie Nicholson, Community Services Director 409-682-3139 connie.nicholson@co.galveston.tx.us Lee Crowder, Drainage & Beach Manager Road & Bridge Dept., 281-537-4152 lee.crowder@co.galveston.tx.us
2005 Hurricane Rita Recovery Ceres Environmental - Caldcasieu Parish, LA - USACE 9/30/2005-8/28/2006	<ul style="list-style-type: none"> Hauled vegetative, C&D, ash & mulch debris Specialty Debris Removed: white goods, e-goods, leaners/hangers Reduced by burning & grinding (14 disposal sites) Surveyed houses for asbestos demo & properly disposed of asbestos Subcontractor for Ceres Environmental/United States Corps of Engineers 	\$81,506,080	9,463,080	Charlie Crumpler, USCOE Retired 918-669-7487, 901-508-9075
2004 Hurricane Ivan Recovery Escambia County, FL 9/3/2004-10/14/2005	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Specialty Debris Removed: slumps, white goods, iron Reduced by grinding, burning, compacting C&D 	\$66,433,000	4,240,192	Paul R. Nobles, Purchasing Coordinator, 850-695-4978 paul.nobles@co.escambia.fl.us Eddie Cooper, Chief, Soil & Water Escambia Co, 850-587-5404 eddie_cooper@co.escambia.fl.us
2008 Hurricane Ike Recovery Texas GLO - General Land Office 12/18/2008-2/15/2010	<ul style="list-style-type: none"> Contract # 09-135-000-3564, 12/18/2008-4/15/2009 Hauled sand debris Cleaned & restored beaches Contract # 09-152-000-3581, 2/20/2009-2/15/2010 Hauled marine debris & sunken vessels from Gulf & Bay Waters utilizing Side Scan Sonar 	\$27,167,874	7,824,258	Ben Au, Architect Dir., Const. Services, 512-463-6293, Benjamin.Au@tlo.state.tx.us John Gillen, Director Coastal Assistance, 512-936-2239, John.Gillen@tlo.state.tx.us Tony Williams, Professional Services Coastal Leasing, 512-463-5055, Tony.Williams@GLO.STATE.TX.US
2005 Hurricane Katrina Recovery City of Pascagoula, MS 9/1/2005-7/31/2010	<ul style="list-style-type: none"> Pre-Event Debris Contract (9/1/05-9/4/05 & 7/06-8/28/07) Worked Under Ashbritt/USACE (9/5/05-6/30/07) Hauled vegetative & C&D debris (ROW & ROE) leaners/hangers, white goods Demolition of houses & proper disposal of asbestos material. Supplied ice, meals, generators, temp tents, fuel, radios, & vehicles Demo Center Village, 1/9/2007-1/30/2007 Curvet Debris Cleaning North of Ingalls Avenue, 6/6/2007-7/31/2010 cleaning & video inspection of storm sewers in the City, primarily all storm drain piping Demo of Houses, 10/2/2007-10/19/2007 	\$22,535,786	1,204,673	Jaci Turner, P. E., Program Manager 228-938-6726 jturner@cityofpasagoula.com Brian Nelson, Public Works Director 228-938-6620 bnelson@cityofpasagoula.com Key Kell (now Joseph Huffman), City Manager, 228-938-6614, jhuffman@cityofpasagoula.com



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OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2005 Hurricane Katrina Recovery City of Biloxi, MS 9/11/2005-5/23/2007	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative & C&D debris Reduced by burning Inaccessible trees, leaners/hangers, standing dead trees, white goods Demo & disposal of Gulf Beach Hotel Boat Salvage utilization Side Scan Sonar Beauvoir Oyster Bayou Marine Debris Removal utilizing Side Scan Sonar Demo & proper disposal of structures containing asbestos 	\$19,218,866	1,092,184	<p>A. J. Holloway, Mayor 228-435-6254, mayor@biloxi.ms.us</p> <p>Jonathan Kiser, PE, Neal Schaffer 228-374-1211, Jonathan.kiser@neal-schaffer.com</p>
2008 Hurricane Ike Recovery City of Beaumont, TX 9/19/2008-4/15/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Leaners/hangers & white goods Provided Generators 	\$11,948,522	966,690	<p>Brenda Beadle, Capital Projects Manager 409-880-3716, bbeadle@ci.beaumont.tx.us</p> <p>Kyle Hayes, City Manager 409-880-3708 khayes@ci.beaumont.tx.us</p>
2008 Hurricane Ike Recovery City of League City, TX 9/18/2008-1/10/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Leaners/hangers & white goods 	\$4,108,886	335,140	<p>Denry Holt (now Dana Mahan), EMC, 281-554-1300, dema.mahan@leaguacity.com</p>
2011 Hurricane Irene Recovery Dare County, NC 9/22/2011-12/6/2011	<ul style="list-style-type: none"> Hauled ROW vegetative, C&D & ash Reduced by ACI burning (2 sites) Hazardous Waste, abandoned travel trailers, white goods, e-goods Hauled vegetative, C&D & mulch debris Stumps, white goods, iron Reduced by grinding Rake, pile, load & haul debris from beach 	\$3,580,997	292,522 & 36 Tons	<p>Edward Lee Mami, PW Director 252-475-5680 Edwardlee@clerent.com</p>
2004 Hurricane Ivan Recovery Walton County, FL 9/29/2004-1/12/2005	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods & canal debris 	\$2,610,759	171,827	<p>Bill Imfeld (now Wanda Quimby), Director of Purchasing 850-892-8470 billwanda@non.walton.fl.us</p>
2008 Hurricane Ike Recovery City of Dickinson, TX 9/10/2008-2/3/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Leaners/hangers & white goods NRCS Project (12/15/2008-2/23/2010) tree removal from Highland Bayou utilizing Side Scan Sonar 	\$2,300,107	217,088	<p>Kellis George, Director of PW 281-337-6267, kneorge@ci.dickinson.tx.us</p>
2008 Hurricane Ike Recovery City of Lamarque, TX 9/22/2008-12/12/2005	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative, C&D & mulch debris Reduced by grinding Leaners/hangers & white goods NRCS Project (12/15/2008-2/23/2010) tree removal from Highland Bayou utilizing Side Scan Sonar 	\$1,675,469	126,320	<p>Todd Zacherl, Fire Chief 409-938-9261, tzacherl@ci.lamarque.tx.us</p>
2008 Hurricane Ike Recovery City of Kemah, TX 9/20/2008-8/14/2009	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: white goods AL Cost Services: landfill tipping fees 	\$1,562,036	96,633	<p>R. W. Kerber, EMC / City Administrator, 281-334-1611 rkerber@kemah-tx.com</p>
2008 Hurricane Ike Recovery Jefferson County, TX 9/20/2008-2/9/2009	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: leaners/hangers, slumps & white goods 	\$1,275,233	93,263	<p>Douglas Anderson III, Purchasing Manager, 409-835-8993 douglasandersoniii@jefferson.tx.us</p>
2008 Hurricane Ike Recovery Village of Tiki Island, TX 9/20/2008-3/23/2009	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods with Freon removal & canal debris removal utilizing Side Scan Sonar 	\$917,649	39,226	<p>Tim Cullather, Emergency Management, 409-938-4932 tkisland@comcast.net</p>



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OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2008 Hurricane Ike Recovery City of Bayou Vista, TX 9/23/2008-10/29/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods 	\$798,580	41,602	Chief Ed Lucas, Chief of Police 409-935-0449 lucasbyed@comcast.net
2004 Hurricanes Charley, Frances & Jeanne Recovery City of Fort Myers Beach, FL 8/24/2004-10/15/2004	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods Reduced by burning 	\$781,388	71,233	Cathie Lewis, Public Works Director 239-765-0202 ext. 138 Cathie@FortMyersBeachFL.gov
2008 Hurricane Ike Recovery City of Clear Lake Shores, TX 9/19/2008-10/7/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mixed debris Specialty Debris Removed: lean-to hangers, salt water fill trees & white goods 	\$633,545	31,466	Paul Shelley, City Administrator 281-334-2799 pshelley@clearlakeshores-tx.gov
2005 Hurricane Dennis Recovery Wakulla County, FL 7/15/2005-9/30/2005	<ul style="list-style-type: none"> Hauled (ROW & Private) vegetative, C&D, C&B compacted & ash debris Reduced by burning Specialty Debris Removed: white goods 	\$424,468	69,323	Howar Kessler, County Board Chairman 850-994-4933 hkessler@mywakulla.com
2005 Hurricane Katrina Recovery Hancock County, MS, Removal & Disposal of Junked/Abandoned Vehicles, 5/31/2007 - 6/25/2007	<ul style="list-style-type: none"> Special Projects: Removal and disposal of junked / abandon small & large vehicles as well as boats. 	\$360,000	Lump Sum	Travis McCoy, Neel-Schaffler 601-948-3071 travis.mccoy@neel-schaffler.com
2012 Hurricane Isaac Recovery City of Biloxi, MS 9/11/2012 - 10/5/2012	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Special Projects: Removed and disposed of abandoned Boat 	\$287,511	25,001	Jonathan Kiser, PE, Neel Schaffler 228-374-1211 Jonathan.kiser@neel-schaffler.com
2008 Non-Disaster Related Walton County, FL Hogtown Bayou Vessel Removal	<ul style="list-style-type: none"> Special Projects: removed & disposed of vessels 	\$23,250	Lump Sum	Clerk of the Court, P.O. Box 1260, DeFuniak Springs, FL 32435 Valerie Angel, EM Planner 850-982-8065 vangel@walltronso.org



9.0 Capabilities



CrowderGulf, LLC
RFQ for Waterway Debris Removal Services
State of New Jersey

9.0 CAPABILITIES OF CROWDER GULF

9.1 Overall Capabilities

- **Forty (40) years of experience in debris management for governmental agencies across fourteen (14) states.**
- **Successfully removed, reduced and disposed of over two hundred and thirty million (230,000,000) cubic yards of debris.**
- **Leader in disaster debris industry in the areas of waterway debris removal and beach sand screening and restoration.**
- **Large waterway debris contracts successfully completed in six coastal states.**
- **Twenty-six large sand screening and beach restoration contracts successfully completed since 2003.**
- **Successful in obtaining reimbursement for each and every client. No client has been denied reimbursement.**
- **Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including MBE owners. Ninety-five percent (95%) of CrowderGulf subcontractors are small-business and/or minority subcontractors. Over three-hundred (300) disaster recovery projects completed and CrowderGulf has never failed to complete a contract or defaulted on a contract.**
- **No lawsuits, liens, judgments or bankruptcy proceedings filed or pending.**
- **Completed major simultaneous debris projects after hurricanes Irene, Gustav, Dennis, Katrina, Rita, Wilma, Charley, Frances, Ivan, Jeanne and Isabel.**
- **CrowderGulf has previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists on staff. Our Staff is well versed in the Code of Federal Regulations (44 CFR), FEMA's Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff collectively holds over 80 FEMA course certifications and numerous OSHA Health and safety and hazardous materials classifications**
- **Over 350 pieces of company owned equipment available for rapid response.**
- **Financial Resources CrowderGulf's financial stability is solid and reliable. Over the years we have established an excellent line of credit with our financial institution and we have always paid our subcontractors and personnel weekly and we have met all financial obligations without interruption. Over the years, CrowderGulf has paid out millions of dollars before receiving any payments. CrowderGulf's long time commitment to pay subcontractors weekly has allowed us to attract the most experienced and well-equipped subcontractors in the nation. See Appendix D for Confidential Financial Balance Sheets and Income Statements. A complete financial statement or any other documentation can be provided upon request.**



CrowderGulf, LLC
 RFQ for Waterway Debris Removal Services
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9.2 Equipment Capabilities

9.2.1 Company-owned/Leased Equipment

We currently maintain a large inventory of company-owned equipment. A percentage of this inventory is debris specific and is immediately available for response to a disaster. Company-owned equipment will be dispatched to the disaster area immediately upon receipt of a Notice to Proceed. The following is a partial list of company-owned equipment available for use in any debris operation:

Equipment Type	No.
Shallow and deep water boats equipped with latest sonar and photo equipment	6
Barges, tugs and large boats for heavy marine debris removal	5
Cherrington Beach Cleaners 4500 & 4500 XL	5
Stationary Power Screens – (sand screener)	2
16 yard – 24 yard Dump Trucks	48
30 yard – 50 yard Dump Trucks	35
Rubber Tire Loaders (equipped with debris handling grapples)	26
Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
Self Loading Trucks; 30 – 100 cubic yards	65
Pick-Up Trucks (equipped with portable phones for Foremen)	25
Service Trucks	8
Skid-Steer Loaders (equipped with buckets and grapples)	10
Diamond Z 14' Tub Grinders	6

We have active accounts with all major national equipment rental companies to supplement our equipment needs as necessary (i.e. Caterpillar, John Deere, United Rental, Sunbelt, etc.).

9.2.2 Weeks Marine Equipment Capabilities

The Heavy Lift, Salvage and Marine Transportation Division of Weeks Marine, Inc. specialize in providing one stop waterborne services. They are able to accomplish this due to their vast inventory of floating equipment which includes tug boats, floating cranes, and deck barges.

9.2.3 Subcontractor Equipment

It is CrowderGulf's policy to utilize available qualified local subcontractors to the greatest extent possible. We also endeavor to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. The database allows us to quickly identify companies by size, equipment and geographical location. The table below provides the number of subcontractors and their equipment listed in our database, in relation to the State

	East Coast	US 2013
Number of Registered Subcontractors	177	1886
Dump Trucks (16-65)	957	9532
Knuckle-boom trucks	148	1468
Wheel Loader 50hp – 150hp	329	2786
Hydraulic Excavator 50hp-150hp	366	3189
Low-bed Trailer w/ tractor	109	1102
Backhoe w/ loader 15	102	1080
Self loading truck	300	3091
Skid steer 40 hp – 80 hp	398	3632
C&D Walking Floor 80-110 CY	220	639
Bucket Trucks	90	890
Barges	53	213
Work Boats	28	321
Vacuum Trucks	36	217

A more detailed list of equipment may be found in Appendix E.



10.0 Location



CrowderGulf, LLC
RFQ for Waterway Debris Removal Services
State of New Jersey

10.0 LOCATIONS

Location of office that will be managing the contract:

26 Columbia Turnpike, 2nd Floor
Florham Park, NJ 07932

Company Contact:

Ashley Ramsay-Naile
Vice President
CrowderGulf

Cell
800-992-6207 Office

Fax
aramsay@crowdergulf.com



11.0 Statutory Requirements

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

STATE OF NEW JERSEY DIVISION OF PURCHASE AND PROPERTY (DPP) SUBCONTRACTOR UTILIZATION PLAN	DPP Solicitation No.: Jan-11-2013
Bidder's Name and Address: CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582	DPP Solicitation Title: RFQ - WATERWAY DEBRIS REMOVAL SERVICES
	Bidder's Telephone No.: 8009926207 Bidder's Contact Person: Ashley Ramsay

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.


SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	CHECK HERE IF CONTRACT IS NOT SMALL BUSINESS <input type="checkbox"/>			TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	SMALL BUSINESS CATEGORY *				
	I	II	III		
Matrix New World Engineering, Inc (SBE & WBE) 26 Columbia Turnpike Florham Park, NJ 07932 973.240 1800 (Vendor ID			X	Consulting/Mgt.	25% of work
Weeks Manne Inc 4 Commerce Drive Cranford, NJ 07016-3598 908-272-4010				Dredging/Heavy Lift	15% of work

* For those Bidders listing Small Business Subcontractors: Attach copies of Division of Revenue - Small Business Enterprise Unit registration for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in the relevant category in accordance with NJAC17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:



John Ramsay, President

1/16/13

(Signature)

(Title)

(Date)



Addendum Acknowledgements

Q&A

Electronic Questions and Answers

General

Question: In order to price the jobs effectively my firm would like to have our project manager drive around and get a visual of the debris. How might a potential bidder obtain a permit to get into the affected areas to assess the damage?

Answer: Bidders should contact Jonathan Wallace, Division of Purchase and Property, at 609-341-2976 to request access to restricted areas from the State Police.

Question: Are there any TDMA sites identified yet? Or, will this be the contractor's obligation to identify and receive permission to use prior to start of work?

Answer: No TDMA sites for waterway debris removal have been identified as of this time. The Department of Environmental Protection (NJDEP) has identified some potential sites along the coast.

Question: How far offshore do the debris removal zones extend?

Answer: This RFQ does not apply to off-shore areas.

Question: Permits should be the responsibility of the Owner. Will this be changed?

Answer: No, this will not be changed.

Question: What are the expected distances from the dredge areas to the placement areas for purposes of pricing logistics?

Answer: The NJDEP anticipates that most sand will be dredged from back bay areas and will be placed on beaches. In those cases, the distance between dredge sites and placement areas likely will be less than 1 mile. If the NJDEP selects inland areas for placement of sand, then the maximum distance would be approximately 3 miles.

Question: When does the sand material become the property of the Owner?

Answer: The State of New Jersey owns all storm-related debris in waters of the State.

Question: Is this a prevailing wage contract? If so, please provide the wage rates.

Answer: No, this is not a prevailing wage contract.

Question: Please define damage to private or public property that the Contractor shall be responsible for as a result from its performance of work pursuant to this Contract. If existing structure were damaged by Sandy, then how is the existing damage going to be documented in order for the Contractor to avoid being penalized for previous damage?

Answer: The State's debris monitor and/or Project Manager will document conditions prior to debris removal.

Question: Please provide the approximate designated water depths for the waterways inside the various debris removal zones.

Answer: Prior to the storm, Barnegat Bay depths ranged from less than 1 foot to over 30 feet, with the majority of the Bay in the range of 3 to 8 feet. The NJDEP estimates that prior to the storm, over 80% of the Bay was less than 5 feet deep.

The State has not designated water depths for either dredging or debris removal. Debris removal and dredging will comply with FEMA eligibility requirements, including any requirements relating to depth.

Question: How soon after submitting a proposal will the Contractor be notified if they have been selected to submit a best and final proposal?

Answer: The State cannot provide a firm date by which it may select Bidders to submit Best and Final Offers.

Question: Are there any requirements/restrictions on the type of dredge equipment utilized?

Answer: Use of side-casting dredge equipment is prohibited unless approved in advance in writing by the NJDEP. For dredge equipment that is typically used in New Jersey, please refer to the NJDEP's Dredging Technical Manual referenced in Paragraph 3.6.6 of the RFQ.

Question: Who will make the final determination of what debris is removed?

Answer: The State of New Jersey shall make such determinations in collaboration with the Contractor, the debris monitor, FEMA and the State's Project Manager.

Question: What is the process for determining which debris is removed in which manner?

Answer: The process for determining which debris will be removed will be established by the State's Project Manager. The Contractor is responsible for determining the method and manner of debris removal operations. See Paragraph 3.1 of the RFQ.

Question: What is the Contractor's responsibility for identifying debris to be removed?

Answer: The Contractor's responsibility for identification of debris is set forth in the RFQ at paragraph 3.6.1 (General Requirements).

Question: When will the Contractor be notified of the location of all the debris to be removed?

Answer: Once the Contractor is given notice to initiate work within a Zone the Contractor will mobilize to the Zone and assess waterway debris utilizing, among other things (e.g., shorelines surveys, side-scan sonar) information available in the RFQ and the NJDEP's Waterway Debris Resources webpage, the Contractor will present the State's Contract Manager with a plan for debris removal in the Zone. The Contractor is responsible for identifying debris to be removed.

Question: The RFQ states that "The State Contract Manager will issue an initial task order and provide the contractor with a prioritized list of debris to be removed by Zone." Please clarify:

Answer: The State Project Manager or the State Contract Manager will issue an initial task order and will direct the Contractor in debris removal priorities.

Question: Please state the process in which the Contractor receives final acceptance for debris removal and sand screening / placement items.

Answer: See Section 3.6.18 of the RFQ (page 24) – Verification of Debris Removal.

Question: Will there be a variation in estimated quantities clause?

Answer: The State is not estimating quantities as part of this RFQ.

Question: Can you specify the navigable waterways in which the debris removal Contractor will be operating?

Answer: The RFQ is not limited to waterways that used for particular purposes.

Question: Can the resumes be counted as required documents instead of being counted as part of the 50 pages of the proposal?

Answer: Resumes can be included in an Appendix and will not count toward the 50 page limit.

Question: Can you provide a current list of Approved NJDEP offloading sites?

Answer: The NJDEP has not yet approved any Offloading Sites. The State is currently focusing its effort on publicly-owned boat ramps and marinas as Offloading locations. Information on publicly-owned boat ramps and marinas is available on the NJDEP Waterway Debris Resources website at: <http://www.nj.gov/dep/special/hurricane-sandy/wwdebris.htm>

Question: Can you provide the total square miles or acres for each zone and miles of total shore line?

Answer: Estimated acreage of each Zone is set forth below. These numbers are only estimates and are subject to change.

Zone Name	Zone Number	Acres
Metro	1	18,777
Raritan Bay	2	33,087
Monmouth County Tidal Streams	3	2,103
Barnegat Bay North	4	4,758
Mid Barnegat Bay A	5	6,073
Mid Barnegat Bay B	6	24,809
Southern Barnegat Bay	7	12,927
Little Egg Harbor A	8	14,597
Little Egg Harbor B	9	20,346
Great Bay	10	19,295
Southern Zone	11	60,875

The areas were calculated by GIS. In estimating area, the following delineations were made:

- Zone 1: For purposes of estimating area, the NJDEP computed the area of inland waterways.
- Zone 2: For purposes of estimating area, the NJDEP drew a random boundary from the northern tip of Sandy Hook due west.
- Zone 3: For purposes of estimating area, the NJDEP computed the area of the Manasquan River watershed.
- Zones 4-10: For purposes of estimating area, the NJDEP computed the area of inland waterways for each Zone.
- Zone 11: For purposes of estimating area, the NJDEP computed the area of inland waterways on the eastern shore, the area of inland waterways along Delaware Bay and the area from the Delaware Bay coast line to a distance of 1000 feet into the Bay (randomly selected).

Question: The RFP states removal of debris from coastal and tidal waters, does this include removal of debris from the Atlantic side of the zones, and if so, how far out from the coast line?

Answer: The RFQ does not include removal of debris from the Atlantic Ocean.

Question: There are a number of regulated areas that will be encroached upon to facilitate the debris removal (CAFRA, Coastal Wetlands, Waterfront Area, etc.), can we assume that all of the debris removal work (including temporary staging areas) will be performed using a combination of Emergency Permits or has that requirement been waived by the State?

Answer: The NJDEP will issue emergency permits.

Question: If Emergency Permits are to be used, will the selected contractor be required to file the "post issuance" permit applications?

Answer: Yes.

Question: Which of the many Bureaus at NJDEP will be responsible for reviewing and approving the plan for avoiding and minimizing impacts/injury to natural resources?

Answer: Office of Dredging and Sediment Technology (with input from the Division of Fish & Wildlife and State Historic & Preservation Office), Division of Land Use Management (Bureau of Tidelands Management), and Solid & Hazardous Waste Program.

Question: Are the sand berms on the beaches in Ortley Beach, Seaside Heights, Seaside Park, Mantoloking, Lavallette, and the like, included in this contract? If so, what are you going to do with all the sand? Will it be screened and placed back on the beach? If it's part of another contract, which one?

Answer: It is not clear what the bidder is asking. Removal of sand from beaches is not included in this RFQ.

Question: What will be done with the sand washed up on private property?

Answer: This RFQ does not apply to removal of terrestrial debris.

Section 1

Reference: Paragraph 1.1, Pages 2-4

Issue: On pages 2-3 the RFQ states, "Zones are described below in order of decreasing priority." Then the zones are listed as follows: North Region- Zones 1 and 2; Central Region- Zones 3, 4, 5, 6, and 7; and South Region- Zones 8, 9, 10, and 11. On pages 3-4 the RFQ lists Priorities and groups Zones as follows: Priority A- Zones 4, 5, 8, and 9; Priority B- Zone 6; Priority C- Zones 2, 3, and 7; and Priority D -Zones 1, 10, and 11. These two descriptions seem to conflict with each other.

Question: Can the State please clarify the priority of zones?

Answer: The description of the Regions and Zones set forth on pages 2-3 lists the zones in geographical order only (north to south).

The description of the Zones set forth in the list on pages 3-4 lists the Zones in order of priority.

Reference: Side Scan Sonar.

Issue: Utilization of this equipment in areas that are relatively small in size.

Question: Will the State accept an alternative "daily rate" for Sonar Vessels in areas that are "small" i.e., 500 acres or less?

Answer: No.

Reference: Side Scan Sonar

Issue: Progress

Question: Will there be a "waiting period" after the waters have been through the Side Scan Sonar process before vessel(s) can be removed?

Answer: The State has not designated a waiting period.

Reference: Side Scan Sonar

Issue: Post construction sonar survey

Question: Will a post construction sonar survey be required; and if so are we to include it in our yardage price?

Answer: See Paragraph 3.6.18 of the RFQ.

Reference: N/A

Issue: Priority

Question: Will the State set "Priority areas" for vessel removal operations? If so how will this be accomplished, i.e., targets, grids, waterways?

Answer: The State's debris removal priorities are set forth in Paragraph 1.1 of the RFQ. The State has not established priorities for types of waterway debris removal, but the State Project Manager may do so in collaboration with the NJDEP and the Contractor after the contract is awarded.

Reference: Pricing

Issue: Partially submerged vs. fully submerged vessels

Question: It appears the expectation is for the Contractor to not differentiate a price between partially submerged and fully submerged vessels, is this correct?

Answer: Yes, that is correct.

Reference: Private Property

Issue: Vessels stranded on private property.

Question: In the 11 zones identified, what percentage of the waterway debris, wreckage, vessels & vehicles is located on privately owned submerged land?

Answer: At this time, the NJDEP has not quantified the percentage of waterway debris that is located in waters of the State that overlies lands that the State has transferred to private parties pursuant to riparian grants. State law allows the State to remove abandoned vessels from public land or waterways or private property. N.J.S.A. 12:7C:9(b)(1).

Reference: Private Property

Issue: Right of Entry

Question: What methods will NJDEP use to inform the contractor of privately held submerged land parcels that cannot be entered?

Answer: To the extent that this is required, the State Contract Manager or State Project Manager will notify the Contractor in writing.

Reference: Private Property

Issue: Right of Entry

Question: Does the NJDEP have approved eligibility for removal and disposal of debris, wreckage, vessels and vehicles from FEMA for all privately owned areas of submerged land?

Answer: State law allows the State to remove abandoned vessels from public land or waterways or private property. N.J.S.A. 12:7C:9(b)(1). With respect to other types of waterway debris, the State does not have approved eligibility.

Reference: Private Property

Issue: Right of Entry

Question: Will the NJDEP secure Right of Entry/Hold Harmless forms from all private owners of submerged land in the 11 zones before work commences?

Answer: State law allows the State to remove abandoned vessels from public land or waterways or private property. N.J.S.A. 12:7C:9(b)(1). With respect to other types of waterway debris, the State is working with FEMA to ensure that the State has authorization to enter privately-owned submerged tidelands.

Reference: Private Property
Issue: Hold Harmless

Question: Will the awarded contractor(s) be included in the Hold Harmless document from actions other than negligence brought by private owners of submerged lands in the 11 zones?

Answer: No.

Reference: Private Property
Issue: The zones extend inland to the extent of the FEMA produced New Jersey Interim High Resolution Surge Areas, which will include many thousands of privately held land parcels.

Question: Does the NJDEP intend for this contract to remove all debris and wreckage from the included privately held parcels and if so will the NJDEP secure the Right of Entry/ Hold harmless forms from all private land owners prior to the commencement of work?

Answer: The State intends to remove waterway debris that is Eligible Debris (as defined in the RFQ). State law allows the State to remove abandoned vessels from public land or waterways or private property. N.J.S.A. 12:7C:9(b)(1). With respect to other types of waterway debris, the State is working with FEMA to ensure that the State has authorization to enter privately-owned submerged tidelands.

Question: Referring to RFQ, page 10, Section 3.1; the State seems to be looking for cost estimates after tasking, which contradicts the intent of the Cost Proposal Form. Please clarify? Would the State consider an alternative price proposal which provides daily or hourly equipment and personnel rates?

Answer: Bidders are to bid the prices on the attached Price Proposal Form. When the State issues a Task Order for a prioritized list for debris removal within a Zone, the contractor will provide a cost estimate for the actual work based on its bid prices.

No, the State is not seeking hourly equipment or personnel rates. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event.

Reference: Section 3.2
Issue: Zone Operations Manager (ZOM)

Question: Does the state wish to have the Contractor(s) assign a separate ZOM to each of the 11 zones?

Answer: Yes.

Reference: RFQ Section: 3.6.5 and subsections. Pages 16-17

Issue: Section 3.6.5 lists debris categories as Vegetative Waste, Construction and Demolition ("C&D") Waste (Type 13C/Type 27A), White Goods/Household Appliances (Type 13), Scrap Metal, and E-waste. However, the subsections to RFQ Section 3.6.5 (i.e., 3.6.5.1, 3.6.5.2, 3.6.5.3, 3.6.5.4, and 3.6.5.5) don't match. They are as follows: 3.6.5.1 Vegetative Waste, 3.6.5.2 Construction and Demolition ("C&D") Debris, 3.6.5.3 Aggregate, 3.6.5.4 White Goods/Household Appliances, and 3.6.5.5 Scrap Metal.

Question: Are their requirements missing from the RFQ that must be addressed in our proposal response to this section (e.g., E-waste)?

Answer: The State has added Section 3.6.9 to the RFQ to include E-waste and has renumbered the following sections in the RFQ. In addition, a price line has been added to the revised Price Proposal Form to include E-waste.

Attachment A (Price Proposal Form)

Question: Waterway debris can be removed by two methods which carry significant different costs, either by land based equipment or by water based equipment. Would you consider breaking the line items down to account for these different operations?

Answer: No. Bidders must bid the price lines in the Price Proposal Form.

Issue: Sand Collection, Line 11

Question: What method of dredging is preferred for the removal of displaced sand from the waterway?

Answer: Use of side-casting dredge equipment is prohibited unless approved in advance in writing by the NIDEP. Other than that prohibition, the State has no preference for dredging methods. Dredging methods utilized must be cost-effective.

Issue: Sand Collection, Line 11

Question: Will the units of measure be calculated by Side Sonar Scanning (Lines 25-29), volumes showing before and after scan, for this line item?

Answer: For sand that is being placed on a beach, the volume will be measure in cubic yards (CY) and will be determined based on actual physical measurements. For sand that is pumped into marsh areas, the volume will be measured in CY and will be determined by before/after side-scan sonar.

Question: Price Proposal Form, Line 11- Sand Collection - How is sand collection measured and calculated for payment?

Answer: The sand collection is measured by cubic yards and miles.

Question: How does a contractor propose "all-inclusive, firm-fixed" pricing for debris that could be in significantly different water depths or marshlands within any particular zone?

Answer: Bidders should refer to the documents on the NJDEP Waterway Debris Resources website at: <http://www.nj.gov/dep/special/hurricane-sandy/wwwdebris.htm> and answers to relevant questions posted herein.

Attachment F (TDMA Operation Guidelines)

Reference: TDMA Guidelines (Attachment F, aka Attachment 13)

Issue: Standards and/or Protocols. There are no specific protocols or standards mandated for soil or groundwater sampling, groundwater-monitoring wells or hazardous waste, ash, fuel storage areas sampling/monitoring.

Question: What are the specific protocols and/or standards that are to be followed according to the NJDEP for the abovementioned sampling/monitoring operations?

Answer: If groundwater and soil testing is required, testing shall comply with NJDEP technical guidance at <http://www.state.nj.us/dep/srp/guidance>.

Question: Can a list of interested bidders be provided?

Answer: The State will not know the bidders until the proposals are submitted.

Question: What is the expected timeframe for this contract to be awarded?

Answer: The State cannot provide a specific date for anticipated contract award but the State intends to award the contract(s) as soon as possible after the proposal submission date.

Reference: Pricing Issue: Partially submerged vs. fully submerged vessels

Question: It appears the expectation is for the Contractor to not differentiate a price between partially submerged and fully submerged vessels, is this correct?

Answer: Yes, this is correct.

Question: Referring to RFQ, page 10, Section 3.1: the State seems to be looking for cost estimates after tasking, which contradicts the intent of the Cost Proposal Form. Please clarify?

Answer: Bidders are to bid the prices on the attached revised Price Proposal Form. When the State issues a Task Order for a prioritized list for debris removal within a Zone, the contractor will provide a cost estimate for actual work based on its bid prices.

Question: Would the State consider an alternative price proposal which provides daily or hourly equipment and personnel rates?

Answer: No, Bidders are referred to the answer to the previous question.

Reference: Section 3.2

Issue: Zone Operations Manager (ZOM)

Question: Are resumes required for Zone Operations Manager(s) and if so will the resumes count against the 50 page restriction?

Answer: Bidders should submit a resume for the Zone Operations Manager(s) under Section 4.7 of the RFQ. Any resumes submitted by a Bidder can be placed in an Appendix will not count in the 50 page limit restriction.

Section 8

Question: On page 35 of RFQ, Section 8.3 State Project Manager Is this a possible typo? Should first and second paragraphs be the State Project Manager rather than the State Contract Manager?

Answer: Yes, this is an error. The first and second paragraphs of Section 8.3 should refer to the State Project Manager.

Attachments

Issue: The index of attachments key does not match the actual letter of the specific attachment in all cases.

Question: Can you supply a revised Index of attachments that corresponds exactly to each specific attachment?

Answer: The State will provide a revised Index of Attachments with corrected references to the specific documents.

Question: Within the RFQ reference is made to Attachment A "Price Proposal Form", but when I downloaded the form from your website, The Price proposal form is labeled as "Attachment 1". Is this the correct form which consists of just one page?

Answer: The Price Proposal Form labeled "Attachment 1" is the same Form as "Attachment A." The State is providing a revised Index of Attachments.

Question: The Price proposal form appears to be customized for previous land based type of debris removal contracts but doesn't appear to allow for a contractor to be all encompassing in his potential pricing that might be experienced when assigned a task order. Would the State

consider throwing out this particular form and create a more detailed form or eliminate this requirement all together or allow the contractor to propose his own form that captures costs of his owned or leased equipment?

Answer: No. Bidders are required to use the Price Proposal Form included in the Attachment package.

Issue: Missing Line Items?

Question: Line Items 1-9 only request rates for removal and transport from the Offload to the Final Disposal location. Did the State inadvertently leave off line items for the removal & transport of vegetative and C&D debris from the water and loading it on a transporter in order to get it from the water to the Offloading location?

Answer: The State is issuing a revised Price Proposal Form including more price lines for removal and transport of vegetative and C&D debris.

Question: The Price Proposal form does not include any provision for mobilization, demobilization and equipment characterization. How does a contractor propose pricing for such mobilization, demobilization, and equipment utilization for a presently unknown quantity of work in a large geographic zone?

Answer: Bidders should refer to the documents on the NJDEP Waterway Debris Resources website at: <http://www.nj.gov/dep/special/hurricane-sandy/wwwdebris.htm> and answers to relevant questions posted herein.

Question: Would the State consider an auditable, cost reimbursable, indirect quantity-indirect delivery, level of effort type contract for the efforts contemplated under the RFQ? Such contract arrangements already exist between the private sector and the U.S. Navy, and the U.S. Coast Guard.

Answer: No, the State will not consider a level of effort type contract for this RFQ.

Question: Under the Price Proposal Form, lines #9, "White Goods Removal to Disposal Site" and #10, "Freon Management": within units, it shows costs required to be proposed on a unit basis. What is considered as "the unit"? Absent knowing where the unit is located (i.e. dry, submerged, marshland); how does the contractor propose pricing?

Answer: Bidder is referred to Section 3.6.5.4 of the RFQ defining the types of appliances considered "white goods." Bidders are to provide pricing for removal from waterways, not dry land.

Question: Is attachment 1, Price Proposal Form limited to land transportation costs for lines 1-29, and that all incidental costs will be negotiated separately at the time of a specific task order?

Answer: No. Bidders are to bid all-inclusive prices for the quantities noted on the revised Price Proposal Form.

Question: Can a contractor only propose pricing for all zones within one or two of the geographic regions? Is a bid for less than three geographic regions unresponsive?

Answer: A Bidder must bid all lines for all Zones or be deemed nonresponsive.

Issue: Line 30 Operation of a vehicle/vessel aggregation site.

Question: Would the State consider adding to the Unit description "Per day and per unit" i.e. per vessel/vehicle per day as using per day only does not cover the varying requirements based on the number of vessels/vehicles recovered?

Answer: No, the State will not adding consider a per day usage description to the revised Price Proposal.

Issue: There is no haul out pricing for any of the line items.

Question: Will the state consider adding a line item to load and transport from the TDMA to the final disposal site?

Answer: Yes, the State is issuing a revised Price Proposal Form.

Issue: Transport sand from TDMA back to beach 3.6.6 SAND Sand that has been determined through analytical testing to be uncontaminated and is otherwise suitable for placement on beaches shall be restored (e.g., screened) by the Contractor to pre-storm beach quality. The Contractor may be directed by the State to transport the sand to a designated beach.

Question: There is no line item to transport sand from the TDMA back to beach; how will this cost be covered?

Answer: Bidder is referred to Price Lines 12 to 15 entitled "Uncontaminated Sand Transport."

Question: Price Proposal Form, Measure of Distance - Is the distance just measured for transportation by road, or does this include distance via marine transportation also?

Answer: Bidder is referred to the price lines in which the distances noted are defined

Question: Price Proposal Form, Verification of Debris Removal - Will there be a line item for Identification of Debris to be removed?

Answer: Yes, Bidders are referred to revised Section 3.6.18 of the RFQ and the revised Price Proposal Form for information regarding Pre-Removal Assessment.

Question: If TDMA is required, I do not see pricing from offloading site to TDMA, and then from TDMA to final disposal?

Answer: The State is issuing a revised Price Proposal Form with additional price lines.

Question: On Attachment 1: Pricing Proposal Form, at the bottom of the page it refers to "Total State price is the single price that bidder would offer, per price line, for all Zones in the State". I do not see where a column for "single state price" has been added to the price proposal form?

Answer: The State has added a column for a "single state price" to the revised Price Proposal Form.

Question: On the Pricing Proposal Form, line item 1-8, this price is broken down by distance from offloading site to final disposal. Shouldn't this be from debris location to final disposal? We have not been given the exact area or length of each zone, therefore we do not know how far the debris will have to travel over the water to the offloading site. Therefore, line items 1-8 should be total distance the debris has traveled from original debris removal location to final disposal.

Answer: Bidder is referred to the revised Price Proposal Form which has the following distance measures: Offload to TDMA; TDMA to final disposal and Offload to final disposal.

Question: Will the pre-sonar services to identify debris be included in this RFP as a required task, and if so, will they be paid by the acre under pricing line items 25-29? Or does this need to be included in the cubic yard rate for debris removal?

Answer: The State is issuing a revised Price Proposal Form with additional price lines for Pre-Removal Assessment.

Question: Under pricing line items 25-29, Verification of Debris Removal, will this be paid by the acre? If this will not be paid by the acre, will it be included in the cubic yard rate for debris removal?

Answer: Bidder is referred to the revised Price Proposal Form pricing lines 25-29 in which price per acre is the stated unit.



12.0 Appendices



*Appendix A - Letters of
Commitment*

Matrix New World Engineering, Inc

26 Columbia Turnpike

Florham Park, NJ 07932
973.240.1800 Fax
www.matrixnewworld.com

MATRIXNEWORLD
Enabling Progress

January 16, 2013

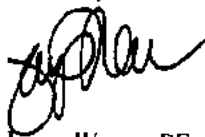
Mr. John Ramsay
CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

Re: NEW JERSEY REQUEST FOR QUOTATIONS FOR WATERWAY DEBRIS REMOVAL SERVICES
LETTER OF AGREEMENT AND COMMITMENT

Matrix New World Engineering, Inc. (Matrix) is pleased to commit our company resources to support CrowderGulf's efforts in responding to any resulting work from the above referenced RFQ. We welcome the opportunity to serve as a consultant in any capacity. It is our intent to enter into a subcontract or lease agreement with CrowderGulf, LLC.

We look forward to continuing our relationship with CrowderGulf. Please do not hesitate to contact us at 973-240-1800 should you require additional information

Sincerely,



Jayne Warne, PE
President



DREDGING - MARINE CONTRACTORS
STEVEDORING - EQUIPMENT RENTALS
TOWING - HEAVY LIFT - SALVAGE

4 COMMERCE DR., 2ND FLOOR, CRANFORD, NEW JERSEY 07016-3598 (908) 272-4010 FAX:

January 16, 2013

To: John Ramsay
CrowderGulf, LLC
5435 Business Parkway
Theodore, AL. 36582

Re: New Jersey Request For Quotations For Waterway Debris Removal Services
Letter of Agreement and Commitment

Weeks Marine, Inc., is pleased to commit our company resources to support CrowderGulf's efforts in responding to any resulting work from the above referenced RFQ. We welcome the opportunity to serve as a subcontractor in any capacity. It is our intent to enter into a subcontract or lease agreement with CrowderGulf, LLC for the direct performance and management of all dredging work for the above referenced RFQ.

We look forward to continuing our relationship with CrowderGulf. Please do not hesitate to contact us should you require additional information.

Sincerely,

Richard D. MacDonald
Sr. Vice President



Appendix B – Past Performance

APPENDIX B – CrowderGulf P₂ Performance Chart with References

(Company Confidential & Proprietary Information)

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated). A complete list can be made available dating back to Hurricane Frederick in 1979.

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2012 Hurricane Sandy Recovery	> 2 Contracts Activated	> \$52,805 Invoiced	> 389 tons	
Town of Kitty Hawk, NC 11/13/2012-Current	Hauled vegetative & C&D debris	\$31,537.59	389 tons	Willie Midgrett, Director of Public Works 963 W Kitty Hawk Rd., Kitty Hawk, NC 27949, 252-261-1367, wmidgrett@kittyhawktown.net
City of Fort Lauderdale, FL 11/1/2012-11/2/2012	Special Projects: removed sand debris from roadways	\$21,068	Hourly	Albert Carboni, Public Works Director 220 SW 14 th Ave #4a, Ft. Lauderdale, FL 33312, 954-828-5341, ACarboni@fortlauderdale.gov
2012 Hurricane Isaac Recovery	> 9 Contracts Activated	> \$1,667,576 Invoiced	> 172,708 CY	> 3 DNS Managed
City of Biloxi, MS 9/11/2012 - 10/5/2012	Hauled vegetative & C&D debris Special Projects: Removed and disposed of abandoned boat	\$267,511	25,001	Jonathan Kleer, PE, Neel Schaffer 772 Howard Ave., Biloxi, MS 38530, 228-374-1211, Jonathan.Kleer@neel-schaffer.com
Town of Dauphin Island, AL 8/31/2012-Present	Push Hauled sand debris for screening and returning to the beach (ROW & FHWA)	\$948,930	116,586	Bryan Milling, True North Monitoring 707-502-2795, bmilling@truenorth.com
Town of Fort Myers Beach, FL 9/6/2012-9/17/2012	Special Projects: removed debris & provided repairs	\$20,305	Hourly	Calvin Lewis, PW Director 2523 Estero Blvd Fort Myers Beach, FL 33931, 239-765-0202 ext. 138, Calvin@fortmyersbeach.fl.gov
City of Key West, FL 8/28/2012-9/31/2012	Special Projects: Cleaned the beaches of debris	\$76,683	Hourly	Scott Fraser, FE/MA Coordinator / Floodplain Administrator, 626 Josephine Parker Dr, Key West, FL 33040, 305-809-3810, sfraser@keywestcity.com
City of Magnolia, MS 9/20/2012-10/15/2012	Hauled vegetative and mulch debris Reduced by grinding	\$20,761	4,650	Malvin Harris, Mayor 180 South Cheney St., Magnolia, MS 39662
City of McComb, MS 9/21/2012-10/23/2012	Hauled vegetative and mulch debris Reduced by grinding Specialty Debris Removed: Hazardous leakers and hangers	\$169,965	17,712	Philip Russell, Public Works Director 601-694-3497, prussell@mccomb-ms.gov
City of Orange Beach, AL 8/30/2012-9/12/2012	Special Projects: Cleaned the beaches of debris	\$8,265	Hourly	Nicole Wozniak, Coastal Resources Planner 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-1063, nwozniak@cityoforangebeach.com
City of Pascagoula, MS 9/7/2012-9/20/2012	Hauled vegetative & C&D debris Provided Generators At Cost Services: landfill tipping fees	\$123,910	10,708	Bryan Milling, True North Monitoring 707-502-2795, bmilling@truenorth.com
Walton County, FL 9/17/2012-9/27/2012	Special Projects: Cleaned the beaches of debris	\$11,646	Hourly	Major Joseph Preston, Director of Support Services and Emergency Management 752 Triple G Rd, DeFuniak Springs, FL 32833, 850-851-4721, jpreston@waltonso.org
2012 Tornado Recovery				
Polk County, FL 6/27/2012 - 7/10/2012	Hauled vegetative debris	\$18,062	244 Tons	Wesley Stiles, P.E., MPA, Capital Projects Manager, 1011 Jim Keene Blvd., Winter Haven, FL 33880, 863-298-4238, wesleystiles@polk-county.net
				John Stockton, Town Manager 101 Veterans Memorial Dr., Kitty Hawk, NC 27949, 252-261-3552, jstockton@kittyhawktown.net Greg Slagle, Public Works Department 220 SW 14 th Ave #4a, Ft. Lauderdale, FL 33312, 954-828-5341, GSlagle@fortlauderdale.gov A. J. Holloway, Mayor 140 Lamusee Street 2nd Floor, Biloxi, MS 38630, 228-436-6254, mayor@biloxi.ms.us Wanda Sandegger, Admin. Assist. 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525, wsandegger@lowridaughninsland.org Michelle Wayner, Town Clerk 2523 Estero Blvd Fort Myers Beach, FL 33931, 239-765-0202 ext. 114, MICHELLE@mbesch.org Craig Marston, Division Chief / Fire Marshall 1600 N. Roosevelt Blvd., Key West, FL 33040, 305-809-3942, cmarston@keywestcity.com Bryan Milling, True North Monitoring 707-502-2795, bmilling@truenorth.com Bryan Milling, True North Monitoring 707-502-2795, bmilling@truenorth.com Phillip West, Coastal Resource Manager 4101 Orange Beach Blvd., Orange Beach, AL 36561, 251-981-6788, press@cityoforangebeach.com Steve Mitchell, Operations Manager 4015 14 th St, Pascagoula, MS 39567, 228-372-6835, smitchel@cityofpascagoula.com Al Ford, EM Coordinator 752 Triple G Road, DeFuniak Springs, FL 32833, 850-892-8065, alford@waltonso.org

APPENDIX B – CrowderGulf Pa Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2012 Tropical Storm Debbie Recovery Town of Fort Myers Beach, FL 5/28/2012-7/10/2012	<ul style="list-style-type: none"> 1 Contract Special Projects: removed debris & provided repairs 	\$31,202 Invoiced	Hourly	<ul style="list-style-type: none"> 1 DNS Managed Cathie Lewis, PW Director 2523 Eslero Blvd Fort Myers Beach, FL 33931, 239-765-0202, Cathie@FortMyersBeachFL.gov Michelle Mayhew, Town Clerk 2523 Eslero Blvd Fort Myers Beach, FL 33931, 239-765-0202 ext. 114, MICHELLE@fmbeach.org
2012 Tropical Storm Beryl Recovery Nassau County, FL 8/11/2012-7/17/2012	<ul style="list-style-type: none"> 1 Contract Hauled vegetative debris Reduced by grinding Special Projects: Cleaned beaches from seaweed debris 	\$92,421 Invoiced	16,576 CY	<ul style="list-style-type: none"> 1 DNS Managed Jonathan Page, Nassau County Engineer 96161 Nassau Place, Yulee, FL 32097, 904-491- 7330, jonpage@nassaucountyfl.com Scott Herring, Public Works Director 46026 Landfill Road, Callahan, FL 32011, 904-491- 7330, stheming@nassaucountyfl.com
2011 Hurricane Irene Recovery Chowan County, NC 10/11/2011	<ul style="list-style-type: none"> 24 Contracts Special Projects: ground vegetative debris & hauled & spread mulch on location 	\$14,754,641 Invoiced	1,518,198 CY & 25,937 Tons	<ul style="list-style-type: none"> 9 DNS Managed Edward Goodwin, Chairman - Board of Commissioners, 1015 Macedonia Rd., Edenton, NC 27932, 252-482-8484, edgoodwin@chowan.nc.gov Cordell Palmer, EIM Coordinator 305 West Freeman St., Edenton, NC 27932, 252-482-8484, cord.palmer@chowan.nc.gov
Colonial Williamsburg Foundation, VA 10/12/2011-10/23/2011	<ul style="list-style-type: none"> Hauled vegetative & mulch debris Reduced by grinding 	\$9,100	Lump Sum	<ul style="list-style-type: none"> Rollin Woolley, Contract Administrator, P.O. Box 2600, Williamsburg, VA 23187, rollin@cwvl.org
Dare County, NC 9/2/2011-12/6/2011	<ul style="list-style-type: none"> Hauled ROW vegetative, C&D & ash Reduced by ACI burning (2 sites) Specialty Debris Removed: Hazardous Waste, abandoned travel trailers, white goods, e-goods 	\$3,590,997	292,522 & 36 Tons	<ul style="list-style-type: none"> Edward Lee Mann, PW Director 1018 Drimwood Dr. Manteo, NC 27954 252-475-5880, Edwardlee@darnc.com
Town of Duck, NC 9/2/2011-10/12/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by ACI burn 	\$62,738	523 Tons	<ul style="list-style-type: none"> Lon Kopec, Town Clerk 1240 Duck Rd., Suite 106, Duck, NC 27949, 252- 255-1234, kopec@townofduck.com
Town of Edenton, NC 9/2/2011-10/10/2011	<ul style="list-style-type: none"> Hauled vegetative & mulch debris Reduced by grinding Special Projects: ground vegetative debris hauled by the Town 	\$66,573	13,917	<ul style="list-style-type: none"> John Morris, Public Works Director 510 Roben Lane, Edenton, NC 27932, 252-482-4111, john.morris@edenton.nc.gov
Edgecombe County, NC 9/18/2011-11/4/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Specialty Debris Removed: leaners & hangers Reduced by grinding At Cost Services: landfill tipping fees 5 towns - Tarboro, Mcclellanfield, Pinxville, Pinetops, Speed 	\$1,519,737	11,716 Tons	<ul style="list-style-type: none"> Lorenzo Carmon, County Manager, 201 St. Andrew St., Tarboro, NC 27886, 252-641- 7834, lcarmon@co.edgecombe.nc.us
City of Jacksonville, NC 9/12/2011-10/7/2011	<ul style="list-style-type: none"> Hauled and disposed of vegetative debris 	\$351,594	54,081	<ul style="list-style-type: none"> Jennifer Maready, Accounting Manager 910-938-5237, jmaready@cityofjacksonville.nc.us
James City County, VA Contract with Virginia Peninsula Public Service Authority (VPPSA) 9/20/11-12/20/11	<ul style="list-style-type: none"> Hauled vegetative debris Reduced by grinding Specialty Debris Removed: leaners/hangers, hazardous stumps 	\$1,879,198	211,555	<ul style="list-style-type: none"> Stephen B. Geisler, Executive Director, VPPSA 475 McLaws Circle, Ste 1B, Williamsburg, VA 23185, 757-259-9950, stepb@vppsa.org
Town of Kill Devil Hills, NC 9/6/2011-10/4/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by ACI burning 	\$180,899	24,849	<ul style="list-style-type: none"> Meredith Guns, Asst. Planning Director 102 Town Hall Dr., Kill Devil Hills, NC 27948 252-449-5318, MEREDITH@kdhinc.com
Town of Kitty Hawk, NC 9/5/2011-10/3/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by ACI burning 	\$171,320	22,555	<ul style="list-style-type: none"> John Stockton, Town Manager 101 Veterans Memorial Dr., Kitty Hawk, NC 27949, 252-261-3552, jstockton@kittyhawktown.net

APPENDIX B - CrowderGulf Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
Town of Manlio, NC 9/5/2011-10/13/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by ACI burning 	\$48,419	6,375	Kermit Skinner Jr, MPA ACP, Town Manager 407 Boulevard St., Manlio, NC 27954, 252-473-2133 skinnerk@townofmanlio.com
Town of Nags Head, NC 9/14/2011-10/29/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by ACI burning 	\$40,052	5,259	Karen Heagy, Public Works Office Manager 2200 Lark Ave., Nags Head, NC 27959 252-449-4203 heagy@townofnagshead.net
Nash County Health Department, NC 12/2/2011	<ul style="list-style-type: none"> Special Project: Reduced vegetative debris (LS Agreement) 	\$262,849	93,649	Bill Hill, Health Director 214 S Barnes St., Nashville, NC 27856, 252-459-9819 William.hill@nashcountync.gov
North Carolina Department of Transportation (NCDOT) (hauled by TONS) 9/9/2011-10/29/2011	<ul style="list-style-type: none"> Hauled vegetative & slump debris on NCDOT roads only Reduced by grinding Counties: Currituck, Bertie, Perquimans, Washington, Pasquotank, Dare, Camden, Gates, Northampton, Hertford 	\$393,927	13,698 Tons	Gretchen Byrum, District Engineer 1929 North Road St., Elizabeth City, NC 27909 252-321-4737, gbyrum@ncdot.gov
NCDOT 3 counties (hauled by CY) 9/9/2011-10/12/2011	<ul style="list-style-type: none"> Hauled vegetative debris on NCDOT roads Reduced by grinding Counties: Chowan, Hyde, Tyrrell 	\$189,076	24,329	Jerry Jennings, Division Engineer 113 Airport Drive, Edenton, NC 27932 252-492-7977, jennings@ncdot.gov
City of Newport News, VA 9/7/2011-10/19/2011	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Reduced by grinding Specialty Debris Removed: leaners/hangers, slumps & hazardous tree limbs from Parks 	\$1,085,377	97,421	Tom Shockley, Solid Waste Admin. (PW) 513 Oyster Point Rd., Newport News, VA 23602 757-269-2852, tshockley@nngov.com
Northampton County, NC 9/6/2011-11/2/2011	<ul style="list-style-type: none"> Special Projects: Ground vegetative debris at County Landfill 	\$67,500	25,000	Billy Martin, PW Director P.O. Box 68, Jackson, NC 27485 Billy.martin@nncnc.net
Onslow County, NC 8/31/2011-11/9/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by ACI burning 	\$375,815	146,419	Scott Bost, Solid Waste Division Head 415 Meadowview Rd., Jacksonville, NC 28540 910-989-2107, Scott_Bost@onslowcountync.gov
Town of Richlands, NC 9/6/2011-10/5/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by ACI burning 	\$32,741	5,038	Gregg Whitehead, Town Administrator P.O. Box 245, Richlands, NC 28574, 910-324-3301 richlandsg@onbrampton.com
Town of Robersonville, NC 9/6/2011-10/3/2011	<ul style="list-style-type: none"> Hauled vegetative C&D debris 	\$52,312	6,001	Libby Jenkins, Town Manager 114 S Main St, Robersonville, NC 27871 752-508-0331
City of Rocky Mount, NC 9/7/2011-11/3/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Special Projects: Removed debris from City owned properties 	\$2,971,515	319,887	Jonathan Boone, PW Director P.O. Drawer 1180, Rocky Mount, NC 27802, 252-972-1290, jonathan.boone@rockymountnc.gov
Town of Seaboard, NC	<ul style="list-style-type: none"> Special Projects: grinding vegetative debris and spreading mulch on site 	\$6,500	Lump Sum	Mayor Bobbie N. Moss 120 Clay St, Seaboard, NC 27876, 252-589-5061
City of Williamsburg, VA Virginia Peninsula Public Services Authority Contract (VPPSA) 9/9/2011-9/19/2011	<ul style="list-style-type: none"> Hauled vegetative debris Reduced by grinding 	\$182,581	17,482	Dan Clayton, Director of Public Works 757-220-6140, dclayton@williamsburgva.gov
Town of Williamston, NC 9/3/2011-9/10/2011	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$129,325	16,174	Brent Kanipe, Director of Planning & Development P.O. Box 506, Williamston, NC 27892, 252-792-5142, EK12
City of Wilson, NC 9/2/2011-9/30/2011	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$382,942	\$1,040	Dorothy Boyette, Asst. Director Public Services P.O. Box 10, Wilson, NC 27894, 252-399-2464 dboyette@wilsonnc.org

APPENDIX B – CrowderGulf P2 Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
York County, VA Virginia Peninsula Public Service Authority Contract (VPPSA) 9/6/2011-11/2/2011	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding & ACI burning Specialty Debris Removed: leaners/hangers 	\$680,989	76,448	Frank Hedspeith, Solid Waste Manager 145 Goodwin Neck Rd, Yorktown, VA 23692 757-890-3780 hedspeith@yorkcounty.gov
2011 Tornado Recovery	3 Contracts	\$4,776,305 Increased	368,190 CY & 26,904 Tons	3 DMS Managed
Waste Corporation of American (WCA) in Joplin, MO 6/2011 - 7/2011	<ul style="list-style-type: none"> Developed and managed Debris Management Site (DMS) Hauled crushed C&D concrete & mulch Reduced C&D by crushing & vegetative by grinding 	\$1,024,780	54,770	Kevin O'Brien, Regional Vice President of Waste Corp. of America (WCA) 2211 W Bennett St, Springfield, MO 65807, 417-851-1981 kobrien@wacamerica.com
USACE mission assigned contract Joplin, MO 7/2011 - 8/2011	<ul style="list-style-type: none"> Developed and managed Debris Management Site (DMS) Hauled mulch Reduced debris by grinding Partnered Local Minority Co. - JEP Asboff Sub for Phillips & Jordan 	\$448,090	26,904 Tons	Brian Shay, USACE-COTR 571-305-3706 Brian.o.shay@usace.army.mil
USACE mission assigned contract CrowderGulf Prime sub for Phillips & Jordan in Walker County, AL 5/2011 - 8/2011	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: leaners/hangers, stumps Reduced by grinding 	\$3,303,475	313,420	Clint Stephens, Phillips & Jordan PO Drawer 604, Robbinsville, NC 28771, 828-479-3371 clint@paradi.com
2011 Projects not related to Disaster				
River Delta Marina Project for Mobile County, AL 5/2011 - 12/2011	<ul style="list-style-type: none"> Demo of existing marina boat houses & bulkheads Installed new vinyl sheet - piled sea wall Dredged marina to depth of 4' Constructed 10,000/sq ft new boat sheds & 3,200/sq ft covered pavilion Created approx. 3 acres of constructed wetlands & surrounding facilities 	\$1,431,019	Lump Sum	Fran Lowe, Environmental Technician, Mobile County Commission, 205 Government Street, Mobile, AL 36684 fran.lowe@mobilecounty.net
FGUA Pasco (Seven Springs) Utility System, FL Drainage Ditch Cleaning 11/21/2011-4/2/2012	<ul style="list-style-type: none"> Special Projects: removed trees & all debris from specified drainage ditches 	\$47,340	Lump Sum	Christopher Couch, FGUA Project Coordinator 280 Welkiva Springs Rd, Suite 200, Longwood, FL 32779 877-552-3482 Ccouch@fguaserv.com
2010 BP Deep Horizon Oil Spill Recovery Response				
BP Oil Exploration & Production 3/4/2011 - 2/14/2012	<ul style="list-style-type: none"> Provided OSRO (Oil Spill Response Organization) Services Provided maintenance cleanup on all AL beaches & State Park - On shore & Near Shore Response Emergency closure of Little Lagoon Pass in Gulf Shores Bloom Anchor sonar & removal program 	\$26,004,441	All Alabama Beaches Lump Sum & Hourly	Jeremiah Jeffries - AL Operations Mgr 251-518-1334, Jeremiah.Jeffries@bp.com Bethany Jackson, Division Supervisor - Mobile County, AL 270-399-0977 Bethany.Jackson@obrensm.com
O'Brien's Response Management SEACOR Management / BP Oil Exploration & Production 5/2010 - 3/3/2011	<ul style="list-style-type: none"> Provided OSRO (Oil Spill Response Organization) Services Provided maintenance cleanup on all AL beaches & State Park - On shore & Near Shore Response Excavated and screened sand in Gulf Shores, AL Baldwin County Only - 21.16 mi of beach cleaned, 2,452,000 lbs of hydrocarbon removed, 3 billion lbs of sand sifted Gabion basket removal project (Fort Morgan & Dauphin Island) Subcontractor for O'Brien's 	\$96,214,448	All Alabama Beaches Lump Sum & Hourly	Bob Anderson - Project Manager robert.anderson@obrensm.com Duane Miller - Manager, Consulting & Respons Duane.Miller@obrensm.com
				Jim Poole, Division Supervisor - Baldwin County, AL 251-225-5520, James.Poole@bp.com Doug Parton -Deputy Operation Manager 850-362-8178 - cell, doug.parton@bp.com

APPENDIX B – CrowderGulf Pa Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
City of Orange Beach, AL 7/6/2010-8/20/2010	<ul style="list-style-type: none"> Provided debris clearance, sand reclamation & hazardous materials extraction 	\$684,328	Hourly	Nicole Woerner, Coastal Resources Planner 4101 Orange Beach Blvd, Orange Beach, AL 36561, 251-981-1063 nicolewoerner@cityoforangebeach.com
Baldwin County, AL 5/19/2010 – 7/12/2010	<ul style="list-style-type: none"> Implemented proactive measures to contain oil spill by providing & installing containment & absorbent boom along the Coastal Waters of Baldwin County 	\$4,280,107	Lump Sum	Joey Munnally, PE Engineer 32100 McArthur Dr., Robertsdale, AL 36667 251-972-8533 jmunally@co.baldwin.al.us
Town of Dauphin Island, AL 6/1/2010 – 7/21/2010	<ul style="list-style-type: none"> Built an additional sand berm for protection per BP Grant Planted Sea Oats 	\$2,235,000	3 Miles of Beaches	Jeff Collier, Mayor 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525 jcollier@townofdauphinisland.org
2010 Projects not related to a declared disaster				
City of Daytona Beach, FL Chipping Project 7/21/2010-8/3/2010	<ul style="list-style-type: none"> Special Projects: grinding debris 	\$11,400	6,000	David Hand, Solid Waste Coordinator, 950 Bellevue Ave., Room 410, Davina Beach, FL 32114, 386-671-8670
City of Prichard, AL COBG Project – Housing Demolition & Clearance 12/1/2010-12/15/2010 (DBA Gulf Equipment)	<ul style="list-style-type: none"> Special Projects: demo & clearance of approximately 39 properties Hauled demolition debris 	\$118,440	4,159	Rob Bartlett, City of Prichard 216 East Prichard Ave., Prichard, AL 36610, 251-622-9635, r.bartlett@thecityofprichard.org
US Navy Late Ponchartrain, LA Plane Recovery Alabama	<ul style="list-style-type: none"> Special Projects: recovered a plane at the bottom of Lake Ponchartrain 	\$3,500	Lump Sum	CDR John Hensele, 850-696-9500 matthew.mullins@navy.mil
Department of Transportation (ALDOT) Baldwin Co., AL Dredging Maintenance Project 1/2010 – 12/2011, 7/2012 – 12/2013	<ul style="list-style-type: none"> Special Projects: dredging of Little Lagoon in Gulf Shores on an as needed basis 	\$1,289,214	Gulf Shores, AL Unit Price/Hr of Dredging	Phillip Presley, Contract Manager 251-989-6319 presley@dot.state.al.us
2009 Severe Winter Ice Storm Recovery				
City of Owensboro, KY 2/25/2009-3/23/2009	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Reduced by burning 	\$1,002,056	11,944	Tony Cecil, City Operations Manager 270-829-4188, tcecil@owensboro.org
2009 Tropical Storm Ida Recovery				
Town of Dauphin Island, AL 11/12/2009-4/12/2010	<ul style="list-style-type: none"> Push Special Projects: sand screening & beach reclamation services 	\$922,471	77,127	Jeff Collier, Mayor 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525 jcollier@townofdauphinisland.org
2008 Hurricane Gustav Recovery				
Assumption Parish, LA 9/16/2008-10/28/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$418,366	54,130	Niki Mills, Assumption Parish Police Jury 141 Hwy 1008, Napoleonville, LA 70390 reka@hamis@assumptionla.com
Town of Dauphin Island, AL 9/4/2008-9/10/2008	<ul style="list-style-type: none"> Push 	\$53,313	Hourly	Jeff Collier, Mayor 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525 jcollier@townofdauphinisland.org
City of Biloxi, MS 9/5/2008-10/18/2008	<ul style="list-style-type: none"> Hauled ROW & FHWA Roads-vegetative & C&D debris 	\$282,810	74,069	Jonathan Kiser, PE, Neel Schaffer 772 Howard Ave., Biloxi, MS 39530, 228-374-1211, jonathan.kiser@neel-schaffer.com
<p>▶ 78,189 CY Invoiced</p>				

APPENDIX B - CrowderGulf Pt. Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2008 Hurricane Ike Recovery	36 Contracts Activated	\$179,965,818 Invoiced	17,351,244 CY	25 DNS Sites Managed
City of Alvin, TX 9/18/2008-12/18/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding At Cost Services: landfill tipping fees 	\$2,485,571	221,966	David Kocumek, Public Safety Director 216 West Sealy, Alvin, TX 77511, 281-388-4315 dkocumek@psd.covofalvin.com
City of Angleton, TX 9/19/2008-10/28/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by burning At Cost Services: tipping fees, vacuum trucks 	\$999,317	79,163	Mike Jones, EM Coordinator, Lewellen 979-949-2383 mjones@angletonpd.net
City of Bayou Vista, TX 9/23/2008-10/29/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods At Cost Services: landfill tipping fees 	\$798,590	41,602	Chief Ed Lucas, Chief of Police 2829 Hwy 6, Bayou Vista, TX 77563, 409-435-0419 elucas@comcast.net
City of Beaumont, TX 9/19/2008-4/15/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: leaners/hangers & white goods Provided Generators At Cost Services: landfill tipping fees 	\$11,948,522	388,690	Kyle Hayes, City Manager P.O. Box 3827, Beaumont, TX 77704, 409-880-3708 khaes@ci.beaumont.tx.us
Brazoria County, TX 9/18/2008-11/13/2008	<ul style="list-style-type: none"> Special Projects: Operated & managed 4 burn sites, hauled ash to final disposal At Cost Services: landfill tipping fees 	\$254,205	93,474	Stephanie Bradford, Data Specialist 111 E Coast St, Bldg A-29, Ste 100, Angleton, TX 77515, 979-864-1265 stephanes@brazoria-county.com
City of Brookside Village, TX 9/20/2008-10/27/2008	<ul style="list-style-type: none"> Hauled, vegetative, C&D & mulch debris Reduced by grinding At Cost Services: landfill tipping fees 	\$399,243	29,332	Buck Stevens 6243 Brookside Rd, Brookside Village, TX 77561, 281-546-3667
Calcasieu Parish, LA 9/30/2008-10/23/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$78,350	7,891	Alan Weinwright, PW Operation Manager 1015 Pithon St, Lake Charles, LA 70602, 337-721-3700, aweinwright@cpj.net
Chambers County, TX 3/5/2005-8/27/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris from ROW & ROE Specialty Debris Removed: leaners/hangers 	\$290,623	27,164	GW Parker 104 South Main, Anahuac, TX 77514, 409-267-4623
City of Clear Lake Shores, TX 9/19/2008-10/7/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Specialty Debris Removed: leaners/hangers, soft water oil lines & white goods At Cost Services: landfill tipping fees 	\$633,545	31,465	Paul Sweeney, City Administrator 1006 South Shore Dr, Clear Lake Shores, TX 77565, 281-334-2789 psweeney@clearlakeshores.tx.us
City of Clute, TX 9/21/2008-10/17/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Reduced by burning At Cost Services: landfill tipping fees 	\$202,393	16,565	Mark S. Wicker, Chief of Police/EMC 104 E Main, Clute, TX 77531 979-255-6194 mwicker@clute.tx.us
Town of Dauphin Island, AL 9/15/2008-3/13/2009	<ul style="list-style-type: none"> Special Projects: <ul style="list-style-type: none"> Sand screening & beach restoration, sand fence replacement Drainage ditch excavation, road & damaged parking lot reconstruction 	\$3,245,527	210,520	Jeff Collier, Mayor 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525 jcollier@townofdauphinisland.org
City of Deer Park, TX 9/17/2008-10/4/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding 	\$571,213	54,722	Ron Crabtree (now James Stokes), City Manager 710 E. San Augustine, Deer Park, TX 77536, 281-478-7246 jstokes@deerpark.tx.us
City of Dickinson, TX 9/10/2008-2/9/2009	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods & canal debris At Cost Services: landfill tipping fees 	\$2,309,107	217,088	Captain Steve Krone 4403 State Highway 3, Dickinson, TX 77539, 281-377-2489 skrone@ci.dickinson.tx.us
EE&G Construction & Electrical Tiki Island, TX	<ul style="list-style-type: none"> Special Projects: demo a boat slip in Tiki Island, TX 	\$194,740	Lump Sum	Reid Sturberg, Director of Construction Services 1206 Kipp Ave, Kemah, TX 77565
City of Freeport, TX 9/23/2008-10/28/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by burning At Cost Services: landfill tipping fees 	\$208,215	17,411	Gary Beverly (now Jeff Pynes), City Manager II 200 W 2nd St, Freeport, TX 77541, 979-233-3526, gpynes@freeport.tx.us
City of Angleton, TX 9/19/2008-10/28/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by burning At Cost Services: landfill tipping fees 	\$999,317	79,163	Mike Jones, EM Coordinator, Lewellen 979-949-2383 mjones@angletonpd.net
City of Bayou Vista, TX 9/23/2008-10/29/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods At Cost Services: landfill tipping fees 	\$798,590	41,602	Chief Ed Lucas, Chief of Police 2829 Hwy 6, Bayou Vista, TX 77563, 409-435-0419 elucas@comcast.net
City of Beaumont, TX 9/19/2008-4/15/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: leaners/hangers & white goods Provided Generators At Cost Services: landfill tipping fees 	\$11,948,522	388,690	Kyle Hayes, City Manager P.O. Box 3827, Beaumont, TX 77704, 409-880-3708 khaes@ci.beaumont.tx.us
Brazoria County, TX 9/18/2008-11/13/2008	<ul style="list-style-type: none"> Special Projects: Operated & managed 4 burn sites, hauled ash to final disposal At Cost Services: landfill tipping fees 	\$254,205	93,474	Stephanie Bradford, Data Specialist 111 E Coast St, Bldg A-29, Ste 100, Angleton, TX 77515, 979-864-1265 stephanes@brazoria-county.com
City of Brookside Village, TX 9/20/2008-10/27/2008	<ul style="list-style-type: none"> Hauled, vegetative, C&D & mulch debris Reduced by grinding At Cost Services: landfill tipping fees 	\$399,243	29,332	Buck Stevens 6243 Brookside Rd, Brookside Village, TX 77561, 281-546-3667
Calcasieu Parish, LA 9/30/2008-10/23/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$78,350	7,891	Alan Weinwright, PW Operation Manager 1015 Pithon St, Lake Charles, LA 70602, 337-721-3700, aweinwright@cpj.net
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City of Clear Lake Shores, TX 9/19/2008-10/7/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Specialty Debris Removed: leaners/hangers, soft water oil lines & white goods At Cost Services: landfill tipping fees 	\$633,545	31,465	Paul Sweeney, City Administrator 1006 South Shore Dr, Clear Lake Shores, TX 77565, 281-334-2789 psweeney@clearlakeshores.tx.us
City of Clute, TX 9/21/2008-10/17/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Reduced by burning At Cost Services: landfill tipping fees 	\$202,393	16,565	Mark S. Wicker, Chief of Police/EMC 104 E Main, Clute, TX 77531 979-255-6194 mwicker@clute.tx.us
Town of Dauphin Island, AL 9/15/2008-3/13/2009	<ul style="list-style-type: none"> Special Projects: <ul style="list-style-type: none"> Sand screening & beach restoration, sand fence replacement Drainage ditch excavation, road & damaged parking lot reconstruction 	\$3,245,527	210,520	Jeff Collier, Mayor 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525 jcollier@townofdauphinisland.org
City of Deer Park, TX 9/17/2008-10/4/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding 	\$571,213	54,722	Ron Crabtree (now James Stokes), City Manager 710 E. San Augustine, Deer Park, TX 77536, 281-478-7246 jstokes@deerpark.tx.us
City of Dickinson, TX 9/10/2008-2/9/2009	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods & canal debris At Cost Services: landfill tipping fees 	\$2,309,107	217,088	Captain Steve Krone 4403 State Highway 3, Dickinson, TX 77539, 281-377-2489 skrone@ci.dickinson.tx.us
EE&G Construction & Electrical Tiki Island, TX	<ul style="list-style-type: none"> Special Projects: demo a boat slip in Tiki Island, TX 	\$194,740	Lump Sum	Reid Sturberg, Director of Construction Services 1206 Kipp Ave, Kemah, TX 77565
City of Freeport, TX 9/23/2008-10/28/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by burning At Cost Services: landfill tipping fees 	\$208,215	17,411	Gary Beverly (now Jeff Pynes), City Manager II 200 W 2nd St, Freeport, TX 77541, 979-233-3526, gpynes@freeport.tx.us
City of Angleton, TX 9/19/2008-10/28/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by burning At Cost Services: landfill tipping fees 	\$999,317	79,163	Mike Jones, EM Coordinator, Lewellen 979-949-2383 mjones@angletonpd.net
City of Bayou Vista, TX 9/23/2008-10/29/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods At Cost Services: landfill tipping fees 	\$798,590	41,602	Chief Ed Lucas, Chief of Police 2829 Hwy 6, Bayou Vista, TX 77563, 409-435-0419 elucas@comcast.net
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Brazoria County, TX 9/18/2008-11/13/2008	<ul style="list-style-type: none"> Special Projects: Operated & managed 4 burn sites, hauled ash to final disposal At Cost Services: landfill tipping fees 	\$254,205	93,474	Stephanie Bradford, Data Specialist 111 E Coast St, Bldg A-29, Ste 100, Angleton, TX 77515, 979-864-1265 stephanes@brazoria-county.com
City of Brookside Village, TX 9/20/2008-10/27/2008	<ul style="list-style-type: none"> Hauled, vegetative, C&D & mulch debris Reduced by grinding At Cost Services: landfill tipping fees 	\$399,243	29,332	Buck Stevens 6243 Brookside Rd, Brookside Village, TX 77561, 281-546-3667
Calcasieu Parish, LA 9/30/2008-10/23/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$78,350	7,891	Alan Weinwright, PW Operation Manager 1015 Pithon St, Lake Charles, LA 70602, 337-721-3700, aweinwright@cpj.net
Chambers County, TX 3/5/2005-8/27/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris from ROW & ROE Specialty Debris Removed: leaners/hangers 	\$290,623	27,164	GW Parker 104 South Main, Anahuac, TX 77514, 409-267-4623
City of Clear Lake Shores, TX 9/19/2008-10/7/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Specialty Debris Removed: leaners/hangers, soft water oil lines & white goods At Cost Services: landfill tipping fees 	\$633,545	31,465	Paul Sweeney, City Administrator 1006 South Shore Dr, Clear Lake Shores, TX 77565, 281-334-2789 psweeney@clearlakeshores.tx.us
City of Clute, TX 9/21/2008-10/17/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Reduced by burning At Cost Services: landfill tipping fees 	\$202,393	16,565	Mark S. Wicker, Chief of Police/EMC 104 E Main, Clute, TX 77531 979-255-6194 mwicker@clute.tx.us
Town of Dauphin Island, AL 9/15/2008-3/13/2009	<ul style="list-style-type: none"> Special Projects: <ul style="list-style-type: none"> Sand screening & beach restoration, sand fence replacement Drainage ditch excavation, road & damaged parking lot reconstruction 	\$3,245,527	210,520	Jeff Collier, Mayor 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525 jcollier@townofdauphinisland.org
City of Deer Park, TX 9/17/2008-10/4/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding 	\$571,213	54,722	Ron Crabtree (now James Stokes), City Manager 710 E. San Augustine, Deer Park, TX 77536, 281-478-7246 jstokes@deerpark.tx.us
City of Dickinson, TX 9/10/2008-2/9/2009	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods & canal debris At Cost Services: landfill tipping fees 	\$2,309,107	217,088	Captain Steve Krone 4403 State Highway 3, Dickinson, TX 77539, 281-377-2489 skrone@ci.dickinson.tx.us
EE&G Construction & Electrical Tiki Island, TX	<ul style="list-style-type: none"> Special Projects: demo a boat slip in Tiki Island, TX 	\$194,740	Lump Sum	Reid Sturberg, Director of Construction Services 1206 Kipp Ave, Kemah, TX 77565
City of Freeport, TX 9/23/2008-10/28/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by burning At Cost Services: landfill tipping fees 	\$208,215	17,411	Gary Beverly (now Jeff Pynes), City Manager II 200 W 2nd St, Freeport, TX 77541, 979-233-3526, gpynes@freeport.tx.us
City of Angleton, TX 9/19/2008-10/28/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by burning At Cost Services: landfill tipping fees 	\$999,317	79,163	Mike Jones, EM Coordinator, Lewellen 979-949-2383 mjones@angletonpd.net
City of Bayou Vista, TX 9/23/2008-10/29/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods At Cost Services: landfill tipping fees 	\$798,590	41,602	Chief Ed Lucas, Chief of Police 2829 Hwy 6, Bayou Vista, TX 77563, 409-435-0419 elucas@comcast.net
City of Beaumont, TX 9/19/2008-4/15/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: leaners/hangers & white goods Provided Generators At Cost Services: landfill tipping fees 	\$11,948,522	388,690	Kyle Hayes, City Manager P.O. Box 3827, Beaumont, TX 77704, 409-880-3708 khaes@ci.beaumont.tx.us
Brazoria County, TX 9/18/2008-11/13/2008	<ul style="list-style-type: none"> Special Projects: Operated & managed 4 burn sites, hauled ash to final disposal At Cost Services: landfill tipping fees 	\$254,205	93,474	Stephanie Bradford, Data Specialist 111 E Coast St, Bldg A-29, Ste 100, Angleton, TX 77515, 979-864-1265 stephanes@brazoria-county.com
City of Brookside Village, TX 9/20/2008-10/27/2008	<ul style="list-style-type: none"> Hauled, vegetative, C&D & mulch debris Reduced by grinding At Cost Services: landfill tipping fees 	\$399,243	29,332	Buck Stevens 6243 Brookside Rd, Brookside Village, TX 77561, 281-546-3667
Calcasieu Parish, LA 9/30/2008-10/23/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$78,350	7,891	Alan Weinwright, PW Operation Manager 1015 Pithon St, Lake Charles, LA 70602, 337-721-3700, aweinwright@cpj.net
Chambers County, TX 3/5/2005-8/27/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris from ROW & ROE Specialty Debris Removed: leaners/hangers 	\$290,623	27,164	GW Parker 104 South Main, Anahuac, TX 77514, 409-267-4623
City of Clear Lake Shores, TX 9/19/2008-10/7/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Specialty Debris Removed: leaners/hangers, soft water oil lines & white goods At Cost Services: landfill tipping fees 	\$633,545	31,465	Paul Sweeney, City Administrator 1006 South Shore Dr, Clear Lake Shores, TX 77565, 281-334-2789 psweeney@clearlakeshores.tx.us
City of Clute, TX 9/21/2008-10/17/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Reduced by burning At Cost Services: landfill tipping fees 	\$202,393	16,565	Mark S. Wicker, Chief of Police/EMC 104 E Main, Clute, TX 77531 979-255-6194 mwicker@clute.tx.us
Town of Dauphin Island, AL 9/15/2008-3/13/2009	<ul style="list-style-type: none"> Special Projects: <ul style="list-style-type: none"> Sand screening & beach restoration, sand fence replacement Drainage ditch excavation, road & damaged parking lot reconstruction 	\$3,245,527	210,520	Jeff Collier, Mayor 1011 Bienville Blvd, Dauphin Island, AL 36528, 251-861-5525 jcollier@townofdauphinisland.org
City of Deer Park, TX 9/17/2008-10/4/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding 	\$571,213	54,722	Ron Crabtree (now James Stokes), City Manager 710 E. San Augustine, Deer Park, TX 77536, 281-478-7246 jstokes@deerpark.tx.us
City of Dickinson, TX 9/10/2008-2/9/2009	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods & canal debris			

APPENDIX B - CrowderGulf P₂ Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
City of Friendswood, TX 9/16/2008-1/13/2009	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Provided Generators 	\$4,054,033	487,975	<p>Mr. Terry Byrd, EMC, Fire Marshall 910 S. Friendswood Dr, Friendswood, TX 77546. 281-996-3335 byrd@ci.friendswood.tx.us</p>
Galveston County, TX Demolition Services for Buyout Program after 2008 Hurricane Ike 9/20/10 - 9/29/2012	<ul style="list-style-type: none"> Special Projects Contract for demolition of individual lots as result of Hurricane Ike 	\$1,713,274	Bohlar Peninsula Lump Sum per Lot	<p>Garret Foskitt, Nuisance Abatement Officer 1620 Gill Road, Dickinson, TX 77539, 409-766-4509, Garret.Foskitt@co.galveston.tx.us</p>
Galveston County, TX (Galveston County Mainland & Bohlar Peninsula) 9/18/2008-9/12/2009	<ul style="list-style-type: none"> Hauled (ROW, ROE & canal) vegetative, wet debris, C&D & mulch debris Reduced by grinding & burning Specialty Debris Removed: (ROW & ROE) leaners/hangers, dead trees killed by the salt water surge, white goods, e-goods abandoned vehicles & tires Special Projects <ul style="list-style-type: none"> Removed debris from 25 mi of protection levee & 5 mi from ship channel protection dike Levee debris removal Debris removed from eligible parks, cemeteries & schools All Cost Services: landfill tipping fees 	\$94,145,785	3,871,319	<p>Connie Nicholson, Community Services Director 1353 FM 646 Suite 302, Dickinson, TX 77539, 409-682-3139, connie.nicholson@co.galveston.tx.us</p> <p>Pat Doyle, County Commissioner Precinct 1 1353 FM 646, Site 201, Dickinson, TX 77539 409-770-5333, Patrick.Doyle@co.galveston.tx.us</p>
Galveston County Municipal Utility District 12 (MUD 12) 2/24/2009-3/19/2009	<ul style="list-style-type: none"> Hauled Canal debris All Cost Services: landfill tipping fees 	\$76,236	693	<p>Sharon Bullard, Secretary to the Board 2929 Highway 6, Suite 300, Bayou Vista, TX 77563, 409-935-6111, sharon12@comcast.net</p>
Hill Sand Company Friendswood, TX 9/16/2008-1/13/2008	<ul style="list-style-type: none"> Special Projects burning incoming debris from multiple clients 	\$1,462,022	487,340	<p>Jacqueline Hodges, P.O. Box 1134, Friendswood TX 77549</p>
Jefferson County, TX 9/20/2008-2/9/2009	<ul style="list-style-type: none"> Hauled, (ROW & ROE) vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: leaners/hangers, stumps & white goods All Cost Services: landfill tipping fees 	\$1,275,233	99,263	<p>Douglas Anderson III, Purchasing Manager 1149 Peard St 1st Floor, Beaumont, TX 77701 409- 635-9593</p>
City of Kemah, TX 9/20/2008-8/14/2009	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: white goods All Cost Services: landfill tipping fees 	\$1,562,035	\$6,633	<p>R. W. Kerber, EMC / City Administrator 140 Hwy 1476, Kemah, TX 77565, 281-334-1611 rkerber@kemah-tx.com</p>
City of Lake Charles, LA 9/18/2008-10/17/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$150,000	15,636	<p>Miner Edwards, Director of Public Works 4331 E. Broad Street Lake Charles, LA 70615, 337-491-1308 miedwards@mail.cofl-la.gov</p>
City of LaMarque, TX 9/22/2008-1/21/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: leaners/hangers & white goods Special Projects: NRC S Project (12/15/2009-2/23/2010) tree removal from Highland Bayou All Cost Services: landfill tipping fees 	\$1,875,469	126,320	<p>Todd Zacherl, Fire Chief 111 Bayou Rd, LaMarque, TX 77561, 409-938-9261 tzacherl@ci.la-marque.tx.us</p>
City of League City, TX 9/18/2008-11/10/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: leaners/hangers & white goods All Cost Services: landfill tipping fees 	\$4,106,666	335,140	<p>Denny Holt (now Dena Mahan), EMC 601 2nd St, League City, TX 77573, 281-554-1300, dena.mahan@leaguecity.com</p>
City of Manvel, TX 9/20/2008-11/5/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Provided Generators & Vacuum Trucks All Cost Services: landfill tipping fees 	\$365,500	35,506	<p>Deborah M. Martin, Mayor 6615 M Masters, Manvel, TX 77578 281-489-0630 dmartin@citymanvel.com</p>
				<p>Roger Roecker, City Manager 910 S. Friendswood Dr, Friendswood, TX 77546, 281-996-3250, rocity@friendwood.com</p> <p>Rutius Crowder, Galveston Co Purchasing Agent 722 Moody Ave. (21st St.), Galveston, TX 77550, 409-770-5372, rutius.crowder@co.galveston.tx.us</p> <p>Lee Crowder, Drainage & Beach Manager Road & Bridge Dept., 5115 Hwy 3, Dickinson, TX 77539 281-537-4152, lee.crowder@co.galveston.tx.us</p> <p>Bill Alcom, President Board of Directors 2929 Highway 6, Suite 300, Bayou Vista, TX 77563, 409-935-6111</p> <p>Greg Fountain, EMC 1149 Pearl St 1st Floor, Beaumont, TX 77701 409-835-8757, gfountain@co.jefferson.tx.us</p> <p>Bob Cummins, Mayor 140 Hwy 1476, Kemah, TX 77565 mayorcummins@kemah-tx.com</p> <p>Todd Sherman, Asst. PW Director 4331 E. Broad Street Lake Charles, LA 70615, 337-491-1551, tsherman@co.la.gov</p> <p>Jennifer Pierce, Fire Marshall/EM Coordinator 111 Bayou Rd, LaMarque, TX 77561, 409-938-9267, lpierce@ci.la-marque.tx.us</p> <p>Bruce "Chip" Merrick, Asst. EMC 601 2nd Street, League City, TX 77573, 281-554-1300, chip.merrick@leaguecity.com</p> <p>Jay White, Public Works 20025 Hwy 6, Manvel, TX 77578, 281-585-4997 jwhite@citymanvel.com</p>

APPENDIX B - CrowderGulf Pa Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
Montgomery County, TX 9/18/2008-12/7/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D, compacted C&D & mulch debris Reduced by grinding, burning & C&D compacting (7 Sites) Specialty Debris Removed: leaners/bangers & Stumps Special Projects: Restorations of Athletic Fields, Parking lot repairs At Cost Services: landfill tipping fees 	\$16,323,086	1,087,991	<p>Wicky Kelly, Deputy EMC 301 N Thompson, Ste 210, Conroe, TX 77301 936-539-7817 wkelly@co.montgomery.tx.us</p>
City of Owensboro, KY 9/20/2008-10/17/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris from ROW & citizen sites Reduced by burning 	\$780,192	75,395	<p>Tony Cecil, City Operations Manager 270-929-4188, cecil@ci.owensboro.org</p>
City of Pearland, TX 9/18/2008-1/23/2009	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by burning & grinding Provided Vacuum Trucks At Cost Services: landfill tipping fees 	\$4,538,531	392,947	<p>GIN Eisen, City Manager 3519 Liberty Dr, Pearland, TX 7758, 281-652-1662 beesent@ci.pearland.tx.us</p>
City of Santa Fe, TX 9/20/2008-10/26/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$996,034	120,731	<p>Berry Cook, EMC Chief of Police / Public Safety P. O. Box 950, Santa Fe, TX 77510-0950 409-925-3992 Berry@ci.santafe.tx.us</p>
City of Sulphur, LA 11/5/2008-11/7/2008	<ul style="list-style-type: none"> Hauled C&D debris direct to final disposal 	\$6,082	640	<p>Mayor LeLoux, (now Christopher Duncan) 101 N Huntington St., Sulphur, LA 70663, 337-4500, mayorsoffice@sulphur.org</p>
City of Texas City, TX 9/22/2008-10/27/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & dike (wet) debris Reduced by burning At Cost Services: landfill tipping fees Contract # 09-135-000-3564, 12/18/2008-4/15/2009 Hauled sand debris Special Projects: cleaned & restored beaches Contract # 09-152-000-3581, 2/20/2009-2/15/2010 Special Projects: hauled marine debris & sunken vessels from Gulf & Bay Waters 	\$1,578,002	210,404	<p>Bruce Clawson, Emergency Manager 1801 9th Ave North, Texas City, TX 77582, 409-643-5840, bcclawson@texas-city.tx.us</p> <p>Ben Au, Architect Dr., Const. Services 1700 N Congress Ave, Austin, TX 78701 512-463-6293, Benjamin.Au@qto.state.tx.us</p>
Texas GLO - General Land Office 12/18/2008-2/15/2010	<ul style="list-style-type: none"> Hauled sand debris Special Projects: cleaned & restored beaches Contract # 09-152-000-3581, 2/20/2009-2/15/2010 Special Projects: hauled marine debris & sunken vessels from Gulf & Bay Waters 	\$27,167,674	7,824,258	<p>John Gillen, Director Coastal Assistance 512-936-2739, John.Gillen@qto.state.tx.us</p>
Village of Tiki Island, TX 9/20/2008-3/23/2009	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Specialty Debris Removed: white goods with Freon removal & canal debris At Cost Services: landfill tipping fees 	\$917,649	39,225	<p>Randy Phipps, Emergency Management 802 Tiki Dr., Tiki Island, TX 77554, 409-938-4932, Ruisland@comcast.net</p>
City of Webster, TX 9/18/2008-10/1/2008	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding At Cost Services: landfill tipping fees 	\$187,227	13,220	<p>Sharon Hecks, Director of Public Works 855 Magnolia, Webster, TX 75095, 281-316-3707 shacks@citywebster.com</p>
City of Westlake, LA 9/29/2008-10/6/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$23,737	2,550	<p>Don W. Cupit, Mayor 1001 Mulberry St West Lake, LA, 337-433-0691</p>
2008 Tropical Storm Fay Recovery	<ul style="list-style-type: none"> 3 Contracts Activated 	\$31,745 Invoiced	16,620 CY	1 DMS Site Managed
Brevard County, FL 9/1/2008-9/16/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$282,810	13,796	<p>Terri Euljides, Rodriguez, SW Dir. 2725 Judge Fran Jamison Way, Building A, Suite 118, Viera, Florida 32940 321-633-2042</p>
Leon County, FL 9/6/2008-9/14/2008	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Reduced by grinding 	\$36,533	2,824	<p>Lindey Sampson, Director of Solid Waste 10500 Buckingham Rd., Ft. Myers, FL 33905, 239-533-8000, LSampson@leco.gov</p>
City of Tallahassee, FL 8/23/2008-9/24/2008	<ul style="list-style-type: none"> Emergency Push 	\$12,402	Hourly	<p>Mike Scheimer, Debris Management Coordinator 642 Mabry St., Tallahassee, FL 32304, 850-851-5304, mike.scheimer@talgov.com</p>

APPENDIX B – CrowderGulf P2 Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2008 Projects not related to a declared disaster				
Mississippi Secretary of State Disposal Site Clean-up Project	<ul style="list-style-type: none"> Special Projects: removed & disposed of existing debris piles 	\$20,000	Lump Sum	Honorable C. Deibert Hosemann, Jr., P.O. Box 136, Jackson, MS 39205
Walton County, FL Hogtown Bayou Vessel Removal	<ul style="list-style-type: none"> Special Projects: removed & disposed of vessels 	\$23,250	Lump Sum	Clerk of the Court, P.O. Box 1260, DeFuniak Springs, FL 32435
Pasco County, FL 2008-2010 Maintenance Contract 6/6/2008-6/5/2010	<ul style="list-style-type: none"> Special Projects: <ul style="list-style-type: none"> Cleaning, maintaining & restoring miscellaneous storm water drainage canals Countywide Prevented trees and limbs from intruding in ROW 	\$2,500,000	Hourly	Michelle Baker, Engineering Services 14236 6 th St, Ste 201, Dade City, FL 33523, 727-847-8140 ext. 8756 mbaker@pascocountyfl.net
2007 Projects not related to a declared disaster				
City of Plantation, FL Canal Excavation NRCS Project	<ul style="list-style-type: none"> Special Projects: excavated canal 	\$563,000	Lump Sum	Susan Slatter, City Clerk 400 N.W. 73 rd Ave., Plantation, FL 33317
City of Dade City, FL Canal & Waterway Cleaning Pasco County, FL	<ul style="list-style-type: none"> Special Projects: cleaned waterways & canals 	\$1,500	Lump Sum	Joey Wubiena, 14150 5 th St, Dade City, FL 33525
Stemwater Drainage Maintenance Contract 6/5/2007-6/8/2008	<ul style="list-style-type: none"> Special Projects: cleaning, maintaining & restoring miscellaneous storm water drainage canals Countywide 	\$950,865	Hourly	Michelle Baker, Engineering Services 14236 6 th St, Ste 201, Dade City, FL 33523, 727-847-8140 ext. 8756 mbaker@pascocountyfl.net
City of Bayou LaBatre, AL Debris Removal Project CDBG Project 5/1/2007-6/1/2007	<ul style="list-style-type: none"> Special Projects: hand raked & removed red drift algae from beach 	\$341,201	Lump Sum	Alan Bryant, P.E., Exec. Vice Pres. Polysuneyring Engineering, 5598 Jackson Rd., Mobile, AL 36619
State of Louisiana - Shrimp & Fishing Grounds Restoration 7/9/2007-1/16/2011	<ul style="list-style-type: none"> Special Projects: Restored Shrimp & Fishing grounds by identifying debris using side scan sonar and removing debris 	\$5,143,200	Lump Sum	Marty Bourgeois, Department of Wildlife & Fisheries 2000 Quail Dr, Room 344 Baton Rouge, LA 70808, mbourgeois@wildlife.gov
City of Sanibel Island, FL Beach Cleanup Red Drift Algae 2/9/2007-2/18/2007	<ul style="list-style-type: none"> Special Projects: hand raked & removed red drift algae from beach 	\$65,716	Hourly	Gates Castle, Public Works Director 800 Dunlop Rd, Sanibel, FL 33957, 239-472-6397 gates.castle@mysanibel.com
2006 Ice Storm Recovery		\$4,738,473	537,463 CY	1 DMS Site Managed
Union Concrete Constructors Erie County, NY 10/20/2006-1/7/2007	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative & C&D debris Reduced by grinding 	\$4,480,345	501,290	Jodi Osinski, UCC Constructors, Inc. 105 Center Rd, West Seneca NY 14224 716-822-5755, 716-822-9429
Union Concrete Constructors Genesee County, NY 11/2/2006-1/18/2007	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative & C&D debris 	\$258,128	36,193	Jodi Gishaki, UCC Constructors, Inc. 105 Center Rd, West Seneca, NY 14224, 716-822-5755, 716-822-9429
2006 Tropical Storm Ernesto Recovery		\$441,586	4,063 Tons	Involved
City of Franklin, VA 10/17/2006-10/25/2006	<ul style="list-style-type: none"> Hauled C&D debris 	\$41,436	320 Tons	Russell Pace, Director of PW 1050 Prewitt St, Franklin, VA 23851, 757-562-8554, rpace@franklinva.com
York County, VA 9/27/2006-10/24/2006	<ul style="list-style-type: none"> Hauled vegetative debris 	\$400,144	3,733 Tons	Debbie Morris, Division Chief of Financial & Management Dept. P.O. Box 352, Yorktown, VA 23690, 757-890-3700 890-3522, halbert@yorkcounty.gov

APPENDIX B – CrowderGulf P: Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
2006 Projects not related to a declared disaster				
City of Atmore, AL Ditch Cleaning & Debris Removal 7/1/2006-8/15/2006	Special Projects: drainage improvements throughout the City	\$93,262	Lump Sum	Mina Probst , Administrative Assistant P.O. Drawer 1297, Atmore, AL 36502, 251-368-2253, mnaad@cityofatmore.com
2005 Hurricane Wilma Recovery				
	19 Contracts	\$76,463,723 Invoiced	4,121,047 CY	11 DMS Site Managed
City of Aventura, FL 10/29/2005-11/9/2005	Hauled vegetative, C&D & mulch debris Specialty Debris Removed: stumps Reduced by grinding At Cost Services: landfill tipping fees	\$359,967	17,168	Eric Soroka , City Manager 19209 West Country Club Dr., Aventura, FL 33160, 305-466-8910, esoroka@cityofaventura.com
Bonnet House Museum and Gardens of Fort Lauderdale, FL 11/16/2005-1/12/2006	Hauled vegetative & C&D debris	\$197,600	Lump Sum	Karen Beard , CEO 900 N Birch Rd., Fort Lauderdale, FL 33304, 954-563-5383
Collier County, FL 10/22/2005-9/10/2006	Special Projects: Provided generators, vac trucks with operators, & fuel services Debris Removal & Disposal Stormwater Management Contract (Phase I > 3/20/2006-7/2/2006, Phase II > 8/13/2006-9/19/2006) wet debris removal from 40+ miles of canals	\$2,522,846	Lump Sum	Ms. Margaret Bishop , PE, Senior Project Manager 2800 N Himeshoe Dr., Naples, FL 34104, 239-213-5897, margaretb1@collier.gov
City of Ft. Lauderdale, FL 10/27/2005-3/8/2006	Emergency Push Hauled (ROW & ROE) vegetative, C&D & mulch debris Specialty Debris Removed: (ROW & Parks) leathers/hangers, stumps, wet canal debris, sand screening Reduced by grinding Provided generators, ice At Cost Services: landfill tipping fees	\$28,000,000	1,025,131	Greg Slagle , Public Works Department 220 SW 14 th Ave #4a, Ft. Lauderdale, FL 33312, 954-828-5341, gslagle@fortlauderdale.gov
City of Ft. Myers, FL 10/28/2005-12/13/2005	Emergency Push Hauled vegetative, & mulch debris Reduced by grinding Specialty Debris Removed: stumps	\$140,846	41,717	Saeed Kazemi , PW Director 2200 Second Street, Ft. Myers, FL 33916, 239-321-7215, Skazemi@cityofmyers.com
Fort Myers Beach, FL 11/7/2005-12/1/2005	Hauled vegetative & C&D debris	\$51,126	3,713	Terrance Terry , Stewart, Town Manager 2523 Estero Blvd., Ft. Myers Beach, FL 33931, 239-765-0202 ext. 101, Terry@fortmyersbeachfl.gov
Golden Acres Housing Authority of Pompano Beach, FL 12/3/2005-1/5/2006	Hauled vegetative, C&D & mulch debris Reduced by grinding At Cost Services: landfill tipping fees	\$19,105	1,006	Donna Smith , Finance Director 954-785-7200 ext 224, dsmith@happb.org
Village of Lazy Lakes, FL 11/16/2005-12/9/2005	Emergency Push Hauled vegetative, C&D & mulch debris Reduced by grinding Hauled vegetative, C&D & stump debris (10/25/2005-12/13/2005)	\$41,526	1,797	Joe Fodera , Village Clerk 2249 Lazy Lake, Lazy Lake, FL 33305, 954-563-8062, jazvala123@aol.com
Lee County, FL 10/25/2005-6/4/2006	Reduced by grinding Special Projects: Debris Removal Lee County Public Works, Division of Natural Resources, (5/2/2005-6/4/2006) removed waterway debris	\$7,995,412	451,948	Jason Fournier , Operations Manager, Solid Waste, 10550 Buckingham Rd, Ft. Myers, FL 33905, 239-333-8920, jfournier@leegov.com
City of Naples, FL 3/26/2006	Special Projects: Operated & managed grinding site	\$8,253	2,751	William Wilcox , Solid Waste Supervisor 50 Riverside Cir., Naples, FL 34102, 239-213-4768, wwilcox@naples.gov

APPENDIX B - CrowderGulf P. Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
Naples Airport Authority, FL 3/2006	<ul style="list-style-type: none"> Hauled debris from areas of the airport Reduced by grinding Special Projects: Removed large berm from airport property Emergency Push 	\$273,200	Lump Sum	Erin M. Dehn, Jr., Dir. of Eng. & Planning 160 Aviation Dr. N., Naples, FL 34104-3568, 239-643-0733 administration@naples.com
City of North Miami, FL 10/28/2005-2/3/2006	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: stumps, leaners/hangers At Cost Services: landfill tipping fees 	\$3,830,000	310,901	Mark E. Collins (now Aleem Ghany), Public Works Director 776 NE 125 th St, 3 rd Floor, North Miami, FL 33161, 305-995-9830 ext 12247 aghany@northmiami.gov
City of North Miami Beach, FL 10/31/2005-12/15/2005	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Special Projects: Tree Removal from Fickwick Lake At Cost Services: landfill tipping fees 	\$522,918	38,275	Kenny Proebell, Stormwater Management 305-948-2936 ext.3947 kenny.proebell@citynmb.com
City of Pembroke Pines, FL 10/27/2005-1/20/2006	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: stumps, damaged metal bleachers Provided generators Special Projects: Back filled & graded stump holes, ground City hauls 	\$13,116,763	976,689	Shawn Denton, Director of Public Services 10100 Pines Blvd, 4 th Floor, Pembroke Pines, FL 33025, 954-437-1115, sdenton@ppines.com
City of Pompano Beach, FL 10/27/2005-1/20/2006	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Specialty Debris Removed: stumps Reduced by grinding At Cost Services: landfill tipping fees 	\$8,138,864	521,597	Russell Ketchum, Public Works 1201 NE S Avenue, Pompano Beach, FL 33061, 954-545-7011, Russell.Ketchum@cpbfl.com
City of Sanibel Island, FL 10/28/2005-12/1/2005	<ul style="list-style-type: none"> Emergency Push Hauled (ROW & ROE) vegetative & C&D debris Special Projects: Beach Work 	\$538,981	46,877	Gates Castle, Public Works Director 800 Dunlop Rd, Sanibel, FL 33957, 239-472-6397, gates.castle@mysanibel.com
Village of Wellington, FL 10/26/2005-1/19/2006	<ul style="list-style-type: none"> Hauled vegetative, C&D & mulch debris Reduced by grinding At Cost Services: landfill tipping fees 	\$5,822,102	375,803	Tim Hunt 561-796-6371
City of West Palm Beach, FL 10/27/2005-1/11/2006	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: stumps At Cost Services: landfill tipping fees 	\$3,177,616	336,297	Ken Reardon, Assistant City Administrator 561-644-7483, kreardon@wpb.org
City of Wilton Manors, FL 10/29/2005-1/29/2005	<ul style="list-style-type: none"> Emergency Push Hauled vegetative, C&D & mulch debris Specialty Debris Removed: stumps, leaners/hangers in Parks Reduced by grinding At Cost Services: landfill tipping fees 	\$1,706,597	69,367	David Archacki, EIM Coordinator, 524 Northeast 21 st Court, Wilton Manors, FL 33305, 954-390-2190 darchacki@wiltonmanors.com
2005 Hurricane Rita Recovery	<ul style="list-style-type: none"> 5 Contracts 	<p>\$94,502,646 Invoiced</p>	<p>10,546,710 CY</p>	<p>16 DMS Site Managed</p>
City of Dickinson, TX 10/3/05-10/18/05	<ul style="list-style-type: none"> Emergency Push Hauled vegetative & C&D debris 	\$92,554	5,777	Ivan Langford, City Administrator, 2716 FM 517 East, Dickinson, TX 77539, 6267, ingecor@ci.dickinson.tx.us
Ceres Environmental - Calcasieu Parish, LA - USACE 9/30/2005-8/28/2006	<ul style="list-style-type: none"> Hauled vegetative, C&D, ash & mulch debris Specialty Debris Removed: white goods, e-goods, leaners/hangers Reduced by burning & grinding (14 disposal sites) Special Projects: Surveyed houses for asbestos demo & property disposed of asbestos. At Cost Services: landfill tipping fees Sub-contractor for Ceres Environmental/United States Corps of Engineers 	\$81,506,050	9,463,080	Bill Smith, USCOE Tulsa, OK 918-689-7487, 901-508-9075

APPENDIX B - CrowderGulf Pa. Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
City of Ft Lauderdale, FL 9/20/2005-10/6/2005	<ul style="list-style-type: none"> Special Projects: beach work, cleaned sand debris & various projects 	\$205,010	1,083	Albert Carbon, Public Works Director 220 SW 14 th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341 ACarbon@fortlauderdale.gov
Jefferson County, TX 9/30/2005-5/24/2006	<ul style="list-style-type: none"> Pre-Event Contract, (9/30/05-10/30/05) Pre CORPS Subcontractor For D&J During CORPS Contract, 103105-5/24/06 Emergency Push Hauled vegetative, C&D & ash debris Reduced by burning At Cost Services: landfill tipping fees 	\$12,698,992	1,078,710	Mr. John Cascio (now Greg Fountain), Emergency Management Coordinator 1149 Pearl Street, Beaumont, TX 77701, 409-835-8757, gcascio@co.jefferson.tx.us
2005 Hurricane Katrina Recovery	<ul style="list-style-type: none"> 32 Contracts 	\$99,564,498 Invoiced	3,821,306 CY	8 DNS Sites Managed
Alabama State Docks	<ul style="list-style-type: none"> Hauled vegetative & C&D debris from property 	\$90,000	Lump Sum	Pete O'Neal, Operations Coordinator, P.O. Box 1588, Mobile, AL 36633
City of Aventura, FL 9/1/2005-9/3/2005	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$30,462	2,437	Robert Sherman, Director of Community Services, 19200 West Country Club Dr., Aventura, FL 33180, 305-466-8930, rsherman@cityofaventura.com
Baldwin County, AL 9/1/2005-3/1/2006	<ul style="list-style-type: none"> Hauled vegetative, C&D & concrete debris Reduced by grinding At Cost Services: landfill tipping fees Hauled (ROW & ROE) vegetative & C&D debris Reduced by burning Specialty Debris Removed: inaccessible trees, leaners/hangers, standing dead trees, white goods Special Projects <ul style="list-style-type: none"> Demo & disposal of Gulf Beach Hotel Boat Salvage Beaumont Oyster Bayou Debris Removal Demo & proper disposal of structures containing asbestos 	\$3,748,310	309,998	Kimberly Greedy, Director, Finance & Accounting 312 Courthouse Square, Suite 11, Bay Minette, AL 36507, 251-937-0003, kgreedy@co.baldwin.al.us
City of Biloxi, MS 9/1/2005-5/23/2007	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$19,218,966	1,092,184	A. J. Holloway, Mayor 140 Lanuase Street 2nd Floor, Biloxi, MS 39630, 228-435-6254, mawor@biloxi.ms.us
Bonnet House Museum and Gardens of Fort Lauderdale, FL	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$86,800	Lump Sum	Accounts Payable, 900 N Birch Rd., Fort Lauderdale, FL 33304
City of Daphne, AL 8/31/2005-10/10/2005	<ul style="list-style-type: none"> Emergency Push Hauled vegetative & C&D debris Reduced by grinding 	\$641,697	58,764	Ken Esalva (now Richard Johnson), PW Director, 26435 Public Works Rd, Daphne, AL 36526, 251-621-3182, directpw@cityofdapne.com
City of D'Iberville, MS 9/1/2005-10/13/2005	<ul style="list-style-type: none"> Emergency Push 	\$404,607	Hourly	Mike Mullins, Public Works Director 10083 Autumnal Pkwy., D'Iberville, MS 39540, 228-392-9734, mmullins@cityofiberville.ms.us
City of Ft Lauderdale, FL 8/27/2005-10/21/2005	<ul style="list-style-type: none"> Emergency Push & various projects Hauled vegetative, C&D & mulch debris Reduced by grinding Specialty Debris Removed: leaners/hangers & slumps At Cost Services: landfill tipping fees Special Projects: <ul style="list-style-type: none"> Removed & disposed of debris at West Beach Beach plowing, sand screening & 7 miles of beam reconstruction 	\$5,578,452	174,081	Albert Carbon, Public Works Director 220 SW 14 th Ave #4a, Ft Lauderdale, FL 33312, 954-828-5341 ACarbon@fortlauderdale.gov
City of Gulf Shores, AL 10/2/2005-2/20/2006	<ul style="list-style-type: none"> Removed & disposed of debris at West Beach Beach plowing, sand screening & 7 miles of beam reconstruction 	\$7,147,306	270,218	Mark Atkinson, PE, City Engineer P.O. Box 2959, Gulf Shores, AL 36547, 251-958-1155 macraiman@gulfshoresal.gov
City of Gulfport, MS 12/10/2005-9/20/2006	<ul style="list-style-type: none"> Pre-Event Contract Activated (12/10/2005-6/29/2006), Demo & Debris Removal (3/16/2006-9/20/2006) Emergency Push Hauled vegetative, C&D & demo debris Special Projects: demo of commercial property south of CSX Railroad 	\$10,867,616	268,587	Bill Powell, Director of Engineering 4050 Howes Ave, Gulfport, MS 39507 228-868-5815 billpowell@cityofgulfport.ms.us

APPENDIX B – CrowderGulf Parish Performance Chart with References

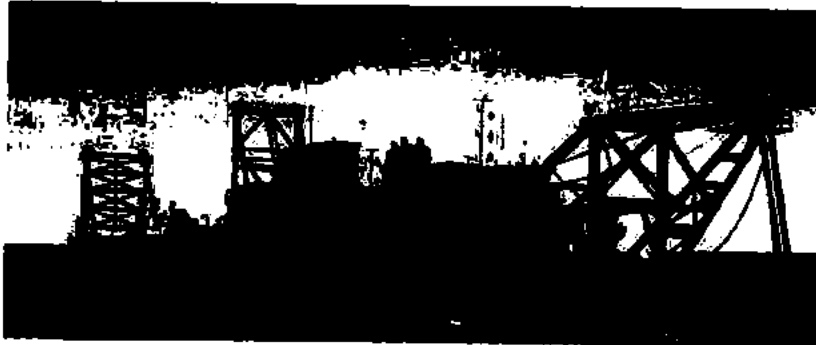
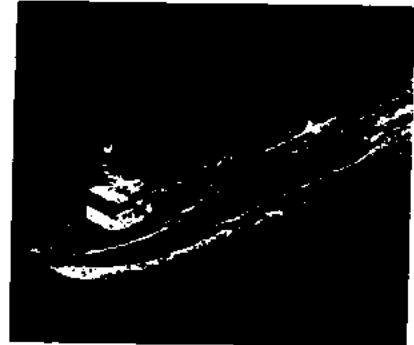
OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
Hancock County, MS Removal & Disposal of Junked/Abandoned Vehicles 5/31/2007 - 6/25/2007	<ul style="list-style-type: none"> Special Projects: Removal and disposal of junked / abandoned small & large vehicles as well as boats 	\$360,000	Lump Sum	Travis McCoy, Neel Schaffer 501-948-3071 travis.mccoy@neel-schaffer.com
Harrison County, MS 8/31/2005-9/11/2005	<ul style="list-style-type: none"> Emergency Push 	\$608,369	Hourly	Pamela Ulrich, Harrison Co Board of Supervisors, 1801 23rd Ave. Gulfport, MS 39502
Jackson County, MS (ICB) 5/26/2006 - 8/31/2006	<ul style="list-style-type: none"> Special Projects: debris generated by Hurricane Katrina removed from drainage ways & waterways 	\$1,679,944	119,986	Sam Taylor, Neel Schaffer Engineering 228-374-1211 staylor@neel-schaffer.com
Jefferson Parish, LA 9/2/2005-9/9/2005	<ul style="list-style-type: none"> Emergency Push Services: generators & fuel 	\$293,350	Hourly	Dennis Bonano 1221 Elmwood Park Blvd. Suite 1002, Jefferson LA 70123, dbonano@jeffparish.net
State of Louisiana Dept. of Wildlife & Fisheries 7/9/2007-11/6/2011	<ul style="list-style-type: none"> East Baton Rouge Parish Shrimp & Fishing Grounds Debris Removal Contract Special Projects: side scan sonar in statewide coastal waters of Louisiana for the removal & disposal of debris 	\$5,143,200	Lump Sum	Martin Bourgeois, Marine Fisheries Biologist 2000 Canal Dr., Baton Rouge, LA 70808, 225-765-2401 mbourgeois@dfw.louisiana.gov
City of Moss Point, MS 5/22/2007-8/28/2007	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$450,924	38,278	Stephanie Thompson, Diversified Consultants 4412 Denny St. Hance, Printr, MS 39563
City of North Miami, FL 9/9/2005-9/12/2005	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$122,488	11,442	Mark E. Collins (now Aleem Ghany), Public Works Director 778 NE 125th St, 3rd Floor, North Miami, FL 33161, 305-895-9830 ext.12247, agghany@northmiamifl.gov
City of Orange Beach, AL 8/30/2005	<ul style="list-style-type: none"> Special Projects: beach work, sand screening & various projects At-Cost Services: landfill tipping fees 	\$265,701	181,974	Nicole Wornier, Coastal Resources Planner 4101 Orange Beach Blvd. Orange Beach, AL 36561, 251-961-1063, nwornier@cityoforangebeach.com
City of Pascagoula, MS 9/1/2005-7/31/2010	<ul style="list-style-type: none"> Pre-Event Debris Contract (9/1/05-9/4/05 & 7/1/06-8/28/07) Worked Under Ashbritt/USACE Contract W912P8-45-D-0025 (9/5/05-6/30/06) Emergency Push Hauled vegetative & C&D debris Specialty Debris Removed: (ROW & ROE) leathers/hangers, white goods Special Projects <ul style="list-style-type: none"> Demolition of houses & proper disposal of asbestos material Supplied ice, meals, generators, temp trailers, fuel, radios, & vehicles Demo Carver Village, 1/9/2007-1/30/2007 Culvert Debris Cleaning North of Ingalls Avenue, 6/6/2007-7/31/2010 cleaning & video inspection of storm sewers in the City, primarily all storm drain piping Demo of Houses, 10/2/2007-10/19/2007 	\$22,535,786	1,204,673	Key Kell (now Joseph Huffman), City Manager 603 Wats Ave, Pascagoula, MS 39567 228-938-6614, huffman@cityofpascagoula.com Brian Nelson, Public Works Director 228-938-6620 bnelson@cityofpascagoula.com Jaci Turner, P.E., Program Manager 228-938-6725, jturner@cityofpascagoula.com
City of Pembroke Pines, FL 8/29/2005-9/15/2005	<ul style="list-style-type: none"> Hauled vegetative, C&D & much debris Reduced by grinding & burning 	\$727,587	55,339	Shawn Dentoni, Director of Public Services 10100 Pines Blvd, 4th Floor, Pembroke Pines, FL 33025, 954-437-1115, sdentoni@ppines.com
City of Pompano Beach, FL 6/31/2005-9/23/2005	<ul style="list-style-type: none"> Hauled vegetative, C&D & much debris Reduced by grinding 	\$140,795	15,613	Russell Ketchum, Public Works 1201 NE 5 Avenue, Pompano Beach, FL 33061 954-545-7011, Russell.Ketchum@cpbfl.com Lamar Fisher, Mayor 100 W Atlantic Blvd., Pompano Beach, FL 33060, 954-786-4623, lamar.fisher@cpbfl.com

APPENDIX B - CrowderGulf Pa... Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
United States Coast Guard 8/17/2006-6/30/2007 Contract HSCG84-06-Q-AA8172 8/17/2006-2/2/2007 Contract HSCG84-06-Q-AA8175 8/22/2006-10/22/2006 Contract HSCG84-07-R-HYV020 3/17/07-5/16/07 Contract HSCG84-07-C-HYV019 3/30/2007-5/20/2007	<ul style="list-style-type: none"> Special Projects: <ul style="list-style-type: none"> Disposed of wet debris from coastline to 1/2 mile from shores in Jackson, Harrison & Hancock Counties, MS Removed & dispose of marine debris in Hancock County, MS Remove & dispose of wet debris from Jackson County MS Bayous Teamed with small local marine business - removed & disposed of marine debris from 1/2 mile to 4 miles offshore in Jackson, Hancock, & Harrison Counties, MS 	\$15,997,163	Lump Sum Contracts	Commander Carl Edmiston 251-583-8470 carl_edmiston@uscg.mil Lt. Patrick Coleman 251-234-0501 patrick_l.coleman@uscg.mil
Walton County, FL 9/8/2005-9/17/2005	<ul style="list-style-type: none"> Hauled C&D & Lake debris 	\$77,190	2,794	Bill Imfield (now Wanda Quimby) Director of Purchasing 176 Montgomery Circle, Delunak Springs, FL 32435, 850-892-8470 srmwanda@co.walton.fl.us Mayor Tommy Longo (now David Garcia), 315 Coleman Ave. Waveband MS 10576, 228-467-4134.
City of Waveland, MS 8/31/2005-9/5/2005	<ul style="list-style-type: none"> Emergency Push Provided emergency generators 	\$145,066	Hourly	David Arnesen, EM Coordinator, 524 Northeast 21 st Court, Wilton Manors FL 33305, 954-390-2190. dbarnesen@wiltonmanors.com
City of Wilton Manors, FL 8/29/2005-9/8/2005	<ul style="list-style-type: none"> Emergency Push Hauled vegetative, C&D & mulch debris Reduced by grinding At-Cost Services: landfill tipping fees 	\$202,714	13,928	Rita Laseberg, Admin. Coordinator 2020 Wilton Dr., Wilton Manors, FL 33305, 954-390-2190, rlaseberg@wiltonmanors.com
2005 Hurricane Dennis Recovery				
<ul style="list-style-type: none"> 11 Contracts 		\$12,234,892 Invoiced	950,893 CY	6 CMS Site Manager
City of Atmore, AL 7/25/2005-4/18/2006	<ul style="list-style-type: none"> Hauled vegetative, C&D & ash debris Reduced by burning Specialty Debris Removed: heaters/hangers, stumps 	\$983,136	93,101	Nina Probst, Administrative Assistant P.O. Drawer 1297, Atmore, AL 36502, 251-368-2253, ninaprobst@atmore.com
Baldwin County, AL 7/26/2005-8/27/2005	<ul style="list-style-type: none"> Hauled vegetative & C&D debris At-Cost Services: landfill tipping fees 	\$564,582	44,563	Kimberly Creech, Director, Finance & Accounting 312 Courthouse Square, Suite 11, Bay Minette, AL 36507, 251-937-0303, kcreech@co.baldwin.al.us
Bay County, FL 7/27/2005-8/5/2005	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Reduced by grinding At-Cost Services: landfill tipping fees 	\$166,764	9,175	Richard Hunt, (now Glen Ogborn) Solid Waste Manager 11411 Landfill Rd., Panama City, FL 32413, 850-233-8047 rgoborn@baycountyfl.gov
City of Cedar Grove, FL 7/23/2005-8/3/2005	<ul style="list-style-type: none"> Hauled vegetative debris At-Cost Services: landfill tipping fees 	\$12,751	850	Nathan Lisenby, Mayor 2728 East 14 th St., Cedar Grove, FL 32401, 850-763-2911
City of Destin, FL 7/18/2005-8/16/2005	<ul style="list-style-type: none"> Hauled (ROW & Beach) vegetative, C&D & mulch debris Reduced by grinding Special Projects: sand screening, beach work At-Cost Services: landfill tipping fees 	\$352,395	26,235	Tim Phelanopol, Deputy Dir. Public Services, 4200 Indian Bayou Trail Destin, FL 32541, 850-837-5069, phelanopol@brokofdestin.com
Escambia County, FL 7/14/2005-11/9/2007	<ul style="list-style-type: none"> Emergency Push Hauled vegetative, C&D, C&D compacted & mulch debris Reduced by grinding Special Projects: Parks & Recreation Department - Demo of former Navy housing, II Phase of Lexington Terrace, 7/20/2005-11/9/2007 	\$6,380,163	578,164	Richard Moyes, Chief of Operations, Parks & Recreation Department 1651 East Nine Mile Rd. Pensacola, FL 32514 850-475-5220
City of Flomaton, AL 8/8/2005-8/19/2005	<ul style="list-style-type: none"> Hauled vegetative & C&D debris Provided Man lift at disposal site 	\$62,863	9,872	Nina Probst, Administrative Assistant P.O. Drawer 1297, Atmore, AL 36502, 251-368-2253, ninaprobst@atmore.com
Franklin County, FL 9/6/2005-10/4/2005	<ul style="list-style-type: none"> Hauled vegetative & C&D debris 	\$41,288	2,555	Alan Pierce 28 Alford Rd. Apalachicola FL 32320, 850-653-8977

APPENDIX B - CrowderGulf P. Performance Chart with References

OWNER & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	PROJECT CY	CONTRACTING POINT OF CONTACT
VMS Various FL Locations 7/17/2005-10/25/2005	<ul style="list-style-type: none"> Hauled (ROW & Private) vegetative, C&D & much debris Reduced by grinding Counties: Franklin, Okaloosa, Santa Rosa, Walton 	\$1,762,389	71,828	<p>Doug Aaron, VMS, 850-544-4242</p> <p>Marlin Harbeck, Franklin County VMS, 850-544-1998, 850-987-5000, mharbeck@vms.com</p>
Walulla County, FL 7/15/2005-9/30/2005	<ul style="list-style-type: none"> Hauled (ROW & Private) vegetative, C&D, C&D compacted & ash debris Reduced by burning Specialty Debris Removed: white goods 	\$424,468	59,323	<p>Hover Kessler, County Board Chairman, 251 Levy Bay Rd, Panama, FL 32346, 850-984-4933, tkessler@mywakulla.com</p>
Walton County, FL 7/19/2005-9/15/2005	<ul style="list-style-type: none"> Hauled (ROW & ROE) vegetative, C&D concrete, wet lake debris, mulch & beach debris Reduced by grinding Special Projects: various projects 	\$1,473,283	54,927	<p>Bill Infield (now Wanda Quimby), Director of Purchasing, 176 Montgomery Circle, Delunak Springs, FL 32436, 850-982-4470, smwanda@co.walton.fl.us</p>
2005 Tropical Storm Cindy Recovery				
Jefferson Parish, LA 7/13/2005-7/30/2005	Hauled vegetative & C&D debris	\$349,675	42,384	<p>Desmo Bonano, 1221 Elmwood Park Blvd., Suite 1002, Jefferson, LA 70123</p> <p>Col. David Dysart, Director of EM, 910 3rd St., Gretna, LA 70053, 504-349-5360, JPEOC@jeffparish.net</p>
2005 Projects not related to a declared disaster				
City of Pensacola, FL Carpenter's Creek Project	<ul style="list-style-type: none"> Special Project: hauled vegetative & C&D debris from floodplain in Carpenter's Creek 	\$232,500	Lump Sum	<p>Mary Tucker (now Cindy Talamantez), Purchasing Manager, 201 East Oak St., Suite 203, Arcadia, FL 34266, 863-993-4816, C.talamantez@desotoibccc.com</p>
Desoto County, FL Water-shed Project 2/16/2005-4/1/2005	<ul style="list-style-type: none"> Special Project: repairs & improvements 	\$629,055	Hourly	<p>Doug Christ, Emergency Manager, 2200 NE Rcan St., Arcadia, FL 34266, 863-993-4831, D.christ@desotoboc.com</p>



HOUSTON-GALVESTON MID-BAY NAVIGATION PROJECT

Houston Ship Channel, Texas

Owner/Client:

U.S. Army Corps of Engineers

Year Complete:

2004

Scope of Work:

Construction Dredging
Levee Construction
Stone Revetment

Project Cost:

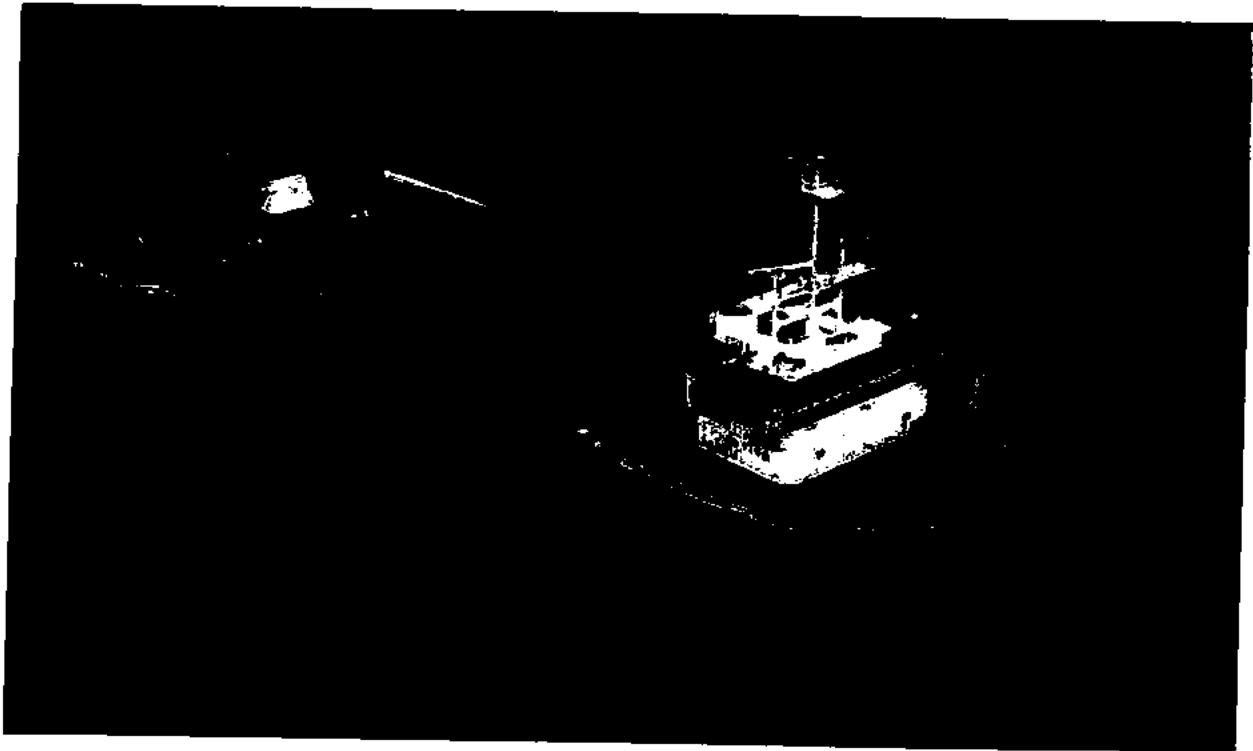
\$105M

Project Description:

Weeks Marine completed the Houston-Galveston Mid-Bay Navigation Project for the U.S. Army Corps of Engineers, Galveston District. The project involved the deepening and widening of the existing Houston Ship Channel. Upon completion approximately 16 million cubic yards of very stiff clay were dredged and placed in levee alignment.

In order to provide future disposal capacity, the Mid-Bay project also required the construction of a confined disposal facility in the open waters of Galveston Bay. The open water facility encompasses over 7 miles of containment levee.

Every major type of dredging plant was utilized during the performance of the Mid-Bay project. The 26 cubic yard clamshell dredge *506*, the 4,000 cubic yard hopper dredges *RN Weeks* and *BE Lindholm* and the 30" cutter dredges *Tom James* and *George D. Williams* all contributed to the effort.



SANDY HOOK CHANNEL

New York Harbor, New Jersey

Owner/Client:

USACE New York District

Year Complete:

2009

Scope of Work:

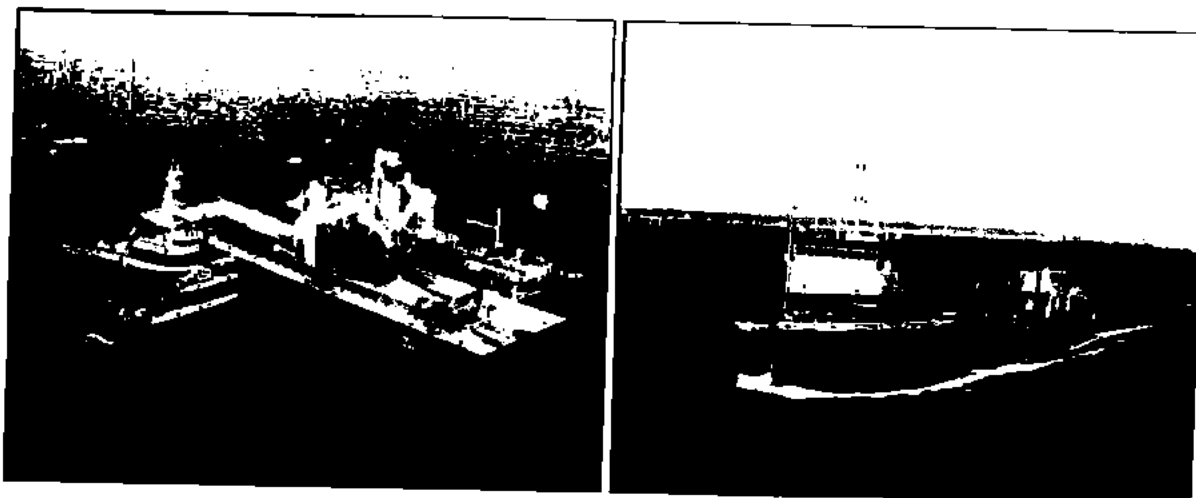
Maintenance Dredging

Project Cost:

\$15 M

Project Description:

The Sandy Hook Channel Federal Navigation project was performed for the U.S. Army Corps of Engineers, New York District and was completed in 2009. The Base work included maintenance dredging of 35,140 cubic yards of material above the grade of 35 feet below MLW with 2 feet allowable overdepth, from the Bayside section of the Sandy Hook Channel with placement of the sand at the Historic Area Remediation Site (HARS) for environmental remediation purposes. The Option 1 project work included maintenance dredging of 57,633 cubic yards of material above the grade of 35 feet below MLW, from the East section of the Sandy Hook Channel with placement of the sand at the HARS. The Option 2 work included maintenance dredging of 49,752 cubic yards of material above the grade of 35 feet below MLW, from the East section of the Sandy Hook Channel with placement of the sand at the HARS. The placement area HARS was a distance of 6.1 miles away from the dredging area. Weeks Marine utilized its 4,000 Cubic Yard hopper dredge B.E. Lindholm to complete this project.



ST. PETERSBURG HARBOR

St. Petersburg, Florida

Owner/Client:

USACE Jacksonville

Year Complete:

2002

Scope of Work:

Maintenance Dredging
Beach Renourishment

Project Cost:

\$8M

Project Description:

The St. Petersburg Project involved the maintenance dredging of St. Petersburg Harbor and the placement of dredged sand on the beach at Egmont Key. The equipment utilized to complete the work included the hopper dredge *R.N. Weeks*, the clamshell dredge *W549*, the hydraulic unloader *W320* and a host of scows, tugs and other ancillary equipment.

The hopper dredge utilized a mooring barge to facilitate direct pump out of sand to the beach. The clamshell dredge loaded scows which were unloaded by the *W320* and subsequently, the sand was pumped to the beach, placed and graded. Upon completion of the project approximately 630,000 cubic yards of sand was dredged and placed on the beach. Proper coordination of a project that involves the operation of hopper dredges, clamshell dredges, scows, tugs, hydraulic unloaders and countless pieces of support equipment is essential for successful execution.

The project was performed for the U.S. Army Corps of Engineers, Jacksonville District and was completed in 2002. The owner's point of contact for the project is Frank Mohr, Area Engineer, at (813-840-0824).



MISSISSIPPI RIVER HOPPER DREDGE RENTALS

Plaquemines Parish, LA

Owner/Client:

USACE New Orleans District

Year Complete:

2008

Scope of Work:

Maintenance Dredging

Project Cost:

W912P8-08-C-0034: 4.1 M

W912P8-08-C-0054: 4.7 M

W912P8-08-C-0072: 4.2 M

W912P8-08-C-0081: 5.2 M

Project Description:

Weeks Marine Performed (4) four Mississippi River, Baton Rouge to the Gulf of Mexico, Southwest Pass to Cubits Gap, Hopper dredge rental contracts for the U.S. Army Corps of Engineers, New Orleans District in 2008. Work consisted of providing a fully crewed and equipped self-propelled trailing suction-type dredge on a rental basis for maintenance dredging in the Mississippi River southwest pass area and the Mississippi River crossings to Baton Rouge, LA. The channel was dredged to -51 FT MLG, then the material was hauled and bottom dumped either to a dredge re handling area at Pass A Loutre, an offshore disposal area at the mouth of the river, or several different river disposal areas for the crossings. During these (4) four contracts Weeks Marine hauled and dumped approximately 5,234,000 cubic yards of material. Weeks Marine utilized its 4,000 Cubic Yard hopper dredges, B.E. Lindholm and R.N. Weeks to complete these projects.



EAST MARSH ISLAND MARSH CREATION PROJECT (TV-21)

Iberia Parish, Louisiana

Owner/Client:

Louisiana Office of Coastal
Protection and Restoration.

Year Complete:

2011

Scope of Work:

Marsh Creation

Project Description:

The East Marsh Island marsh creation project was performed for the Louisiana Office of Coastal Protection and Restoration (OCPR) and was completed in 2011. The Project included the excavation and pumping approximately 3,800,000 cubic yards of marsh fill on East Marsh Island for marsh creation from an offshore borrow area. Weeks Marine built 34,470 feet of containment dike around the island to contain marsh fill. Weeks Marine created approximately 365 acres of marsh at East Marsh Island. All of the dredging was performed by Weeks Marine's 30 inch Cutter Suction Dredge, *Venture*.

Project Cost:

\$17.8M



EAST GRAND TERRE ISLAND RESTORATION PROJECT (BA-30)

Jefferson and Plaquemines Parishes, Louisiana

Owner/Client:

Louisiana Office of Coastal
Protection and Restoration.

Year Complete:

2010

Scope of Work:

Island Restoration
Beach and Marsh fill.

Project Cost:

\$29.8M

Project Description:

The East Grand Terre Island Restoration project was performed for the Louisiana Office of Coastal Protection and Restoration (OCPR) and was completed in 2010. The Project included the excavation and pumping approximately 2,200,000 cubic yards of sand on East Grand Terre for dune and beach fill from an offshore borrow area. The Beach and Dune fill stretched over 14,700 feet along the Gulf side of East Grand Terre. Weeks Marine then built 15,200 feet of containment dike around the landward side of the island to contain marsh fill. WMI then pumped 1,000,000 cubic yards of marsh fill onto the island creating approximately 385 acres of marsh. All of the dredging was performed by Weeks Marine's 30 inch Cutter Suction Dredge, *Capt. Frank*. Once the new beach and dune were in place, 16,910 feet of sand fence was installed over the entire distance of the beach.



GRAND ISLE HURRICANE PROTECTION PROJECT

Grand Isle, Louisiana

Owner/Client:

USACE New Orleans
Hurricane Protection Office

Year Complete:

2010

Scope of Work:

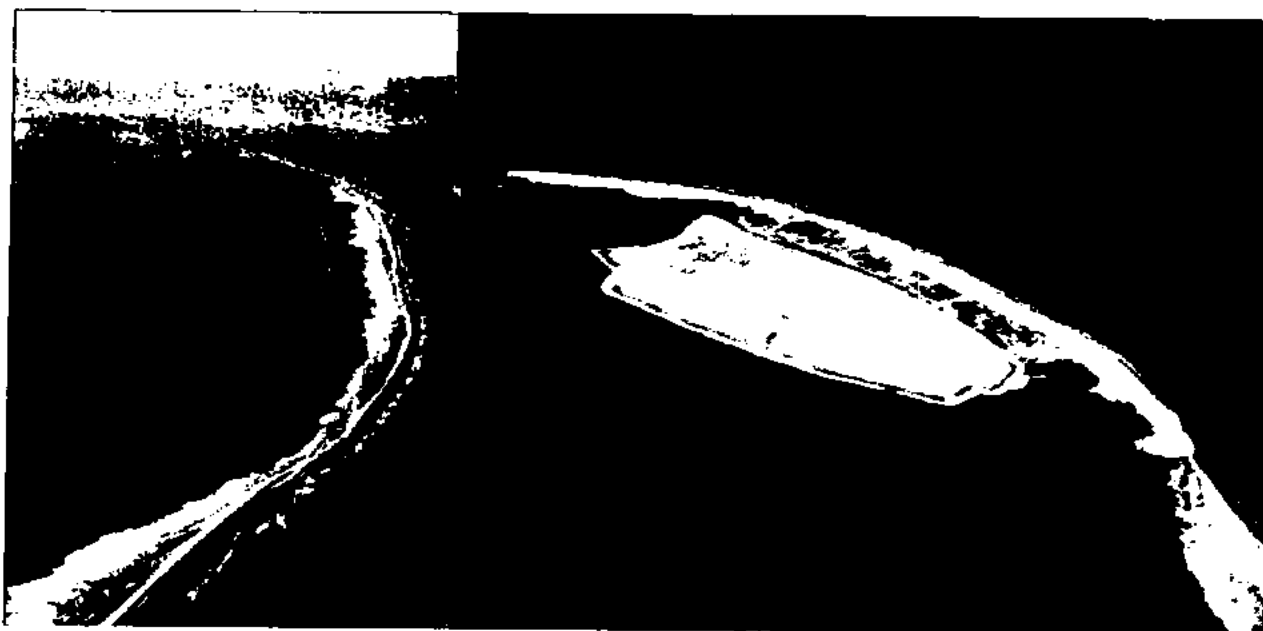
Hurricane Rehabilitation
& Protection

Project Cost:

\$27M

Project Description:

The Grand Isle project was performed for the U.S. Army Corps of Engineers, New Orleans District Hurricane Protection Office and was completed in 2010. The Project included excavation and removal of the existing dune feature for the Island of Grand Isle. The dune material was then used as fill for the installation of (6) six miles of Sand filled Geotubes. The 30 Ft Circumference geotubes form the core of a much larger dune feature that Weeks Marine installed. Once the Geotubes were in place the 30 inch Cutter Suction Dredge, *E.W. Ellefsen*, pumped approximately (1) one million yards of sand on Grand Isle for dune and beach fill from an offshore borrow area. The Beach and Dune fill stretched over (7) seven miles along the Gulf side of Grand Isle. Once the new beach and dune were in place, sand fence and dune grass was installed over the entire distance of the beach. Finally, Weeks Marine installed (8) Emergency Vehicle Crossover's and (20) twenty pedestrian walkways over the new dune feature.



WHISKEY ISLAND BACK BARRIER MARSH CREATION PROJECT (TE-50)

Terrebonne Parish, Louisiana

Owner/Client:

Louisiana Office of Coastal
Protection and Restoration.

Year Complete:

2009

Scope of Work:

Marsh Creation
Dune and Marsh fill.

Project Cost:

\$23 M

Project Description:

The Whiskey Island Back Barrier Marsh Creation project was performed for the Louisiana Office of Coastal Protection and Restoration (OCPR) and was completed in 2009. The Project included the excavation and pumping approximately 2,300,000 cubic yards of marsh fill and 250,000 cubic yards of sand for dune fill on Whiskey Island. The material came from offshore borrow areas. The Dune fill stretched over 13,000 feet along the Gulf side of Whiskey Island. Weeks Marine built 17,000 feet of containment dike around the landward side of the island to contain marsh fill. The marsh fill created approximately 316 acres of marsh. All of the dredging was performed by Weeks Marine's 30 inch Cutter Suction Dredge, *E.W. Ellefsen*. Once the new dune was in place, 13,000 feet of sand fence was installed over the entire distance of the dune. Finally Weeks Marine seeded the 66 acre dune.



GOOSE POINT/POINT PLATTE MARSH CREATION PROJECT (PO-33)

St Tammany Parish, Louisiana

Owner/Client:

Louisiana Department of
Natural Resources.

Year Complete:

2008

Scope of Work:

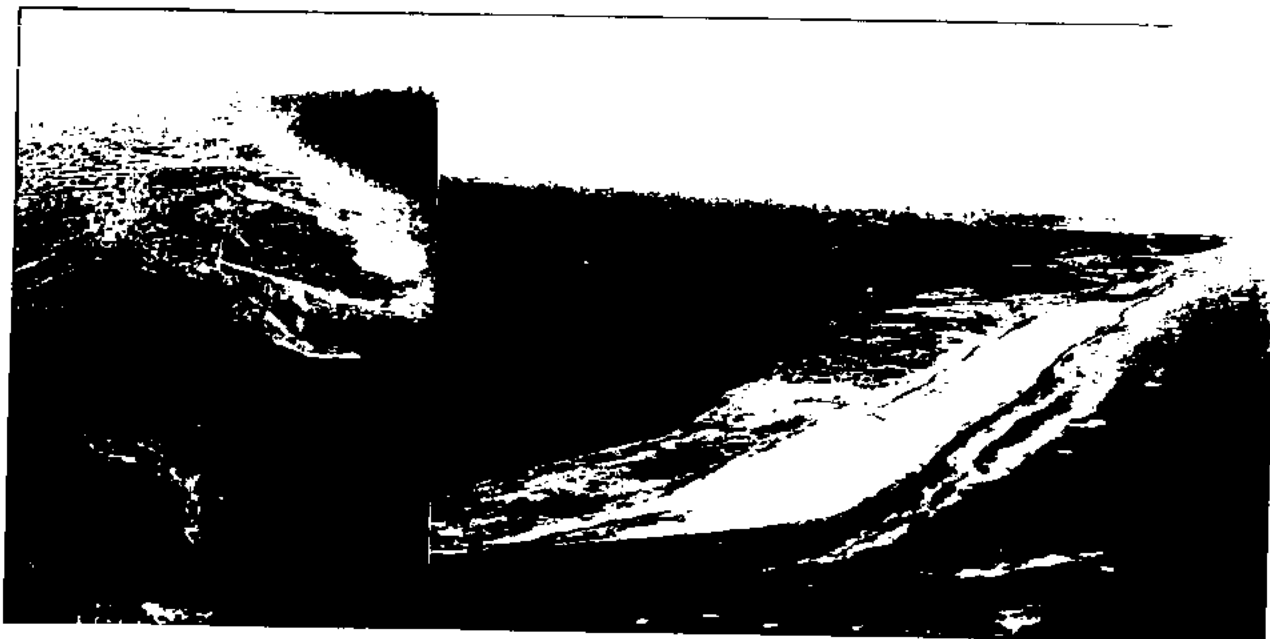
Marsh Creation
Marsh Renourishment

Project Description:

The Goose Point/Point Platte marsh creation project was performed for the Louisiana Department of Natural Resources and was completed in 2008. The Project included the excavation and pumping approximately 3,100,000 cubic yards of marsh fill on Goose Point/Point Platte for marsh creation. The material came from an offshore borrow areas. Weeks Marine built 49,700 feet of containment dike in the area to contain marsh fill. Weeks Marine created approximately 420 acres of marsh and renourished 150 acres of marsh at Goose Point/Point Platte. All of the dredging was performed by Weeks Marines 30 inch Cutter Suction Dredges, *Capt Frank*, *Venture*, & *Borinquen*.

Project Cost:

\$12.3 M



CHALAND HEADLAND RESTORATION PROJECT (BA-38-2)

Gulf Of Mexico, Louisiana

Owner/Client:

Dept. of Commerce/NOAA
CWPPRA Project.

Year Complete:

2006

Scope of Work:

Island Restoration
Beach and Marsh fill.

Project Cost:

\$14.8M

Project Description:

The Chaland Headland Restoration project was performed for the Dept. of Commerce/NOAA and was completed in 2006. The Project included the excavation and pumping approximately 1,750,000 cubic yards of sand for dune & beach fill and 740,000 cubic yards of marsh fill on Chaland Headland. The material came from offshore borrow areas. The Beach and Dune fill stretched over 14,000 feet along the Gulf side of Chaland. Weeks Marine built 20,000 feet of containment dike on the bay side of the island to contain marsh fill. Weeks Marine created approximately 220 acres of marsh. Once the beach and dune were in place 27,350 feet of sand fence was installed over the entire distance of the beach. All of the dredging was performed by Weeks Marines 30 inch Cutter Suction Dredge, *Capt. Frank*,

MATRIX ORLD

Matrix Wildlife Services
Phillips66 Refinery, Refinery
Phillips66 Refinery, Refinery

CLIENT

Tri-State Bird Rescue &
Research (Sub to Phillips66)

CONTACT

Sarah Tegmeier
302-727-9543

COST

\$55,000 (Matrix Fee)

DURATION

November - December 2012

KEY PERSONNEL

Lawrence Malizzi, PG
Alan Parsons, Ph.D.
Rejina Sharma
Erin Terwilliger

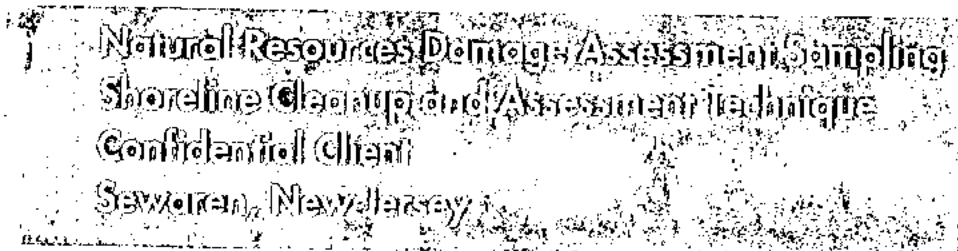
PURPOSE OF CONTRACT

Following the aftermath of Hurricane Sandy's record-breaking tidal surges that devastated the shorelines of New Jersey on October 29, 2012, a spill at the Phillips66 Bayway Refinery sent crude oil into nearby wetlands and reservoirs where local wildlife were hiding from the storm.

Matrix was retained by Tri-State Bird Rescue & Research (Tri-State) to assist in recovering oiled wildlife during the spill response at the Phillips66 Refinery and neighboring properties. Matrix's team of biologists and ecologists worked closely with Tri-State, Phillips66, and various federal and state agencies such as the U.S. Coast Guard (USCG), U.S. Fish and Wildlife Service (USFWS), New Jersey Department of Environmental Protection (NJDEP) Division of Fish and Wildlife and U.S. Department of Agriculture (USDA) Wildlife Services through the Incident Command Structure (ICS) to develop a plan for recovery of oiled wildlife. The Matrix Team responded to oiled wildlife hotline calls from the public and conducted surveys by foot, car and boat to areas where oiled wildlife were hiding. Daily observations were collected and reports were maintained for the incident record. Several different types of wildlife capture techniques were utilized during the response including hand netting, net guns, and application of Alpha-Chloralose to individual oiled birds. Larger flocks of geese were captured using cannon netting throughout large green spaces such as County parks and baseball fields. The primary species of wildlife recovered include Canada goose, double-crested cormorant, mallard, great blue heron, American egret, snowy egret, ring-billed gull, laughing gull, herring gull, snapping turtle, painted turtle and eastern garter snake. The Matrix Team also implemented a bird deterrent plan and deployed Eagle Eye Bird Scarers, mylar reflective tape fencing and Bird Scare Octopus/Bird Chaser inflatable vinyl balls throughout portions of the Phillips66 Refinery.



MATRIX ORLD



CLIENT

O'Brien & Gere Response

CONTACT

V. Lyle Trumbul, PhD
215-628-9100

COST

\$55,000 (Matrix Fee)

DURATION

November 2012

KEY PERSONNEL

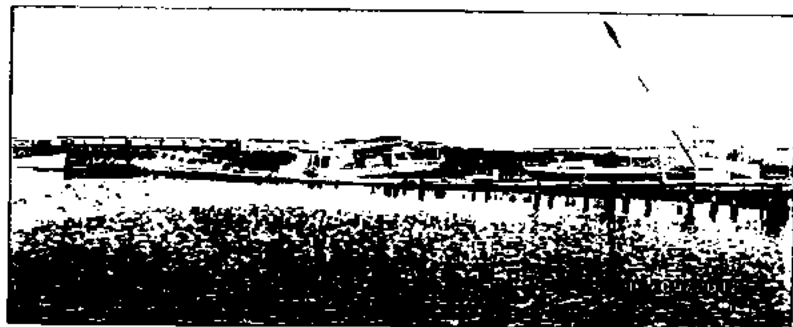
Lawrence Malizzi, PG
Derron LaBrake, PWS
Brian Stabile

PURPOSE OF CONTRACT

When Hurricane Sandy struck New Jersey on October 29, 2012, a tidal surge forced several aboveground storage tanks off their foundations and releasing approximately 300,000 gallons of refined diesel fuel into the Arthur Kill, Woodbridge Creek and Smith Creek.

Matrix was retained by O'Brien and Gere Response to perform Natural Resource Damage Assessment (NRDA) sampling and Shoreline Cleanup Assessment Team (SCAT) assessment surveys along the shorelines impacted as a result of the incident. Matrix's team of field scientists collected surface water samples to determine the extent of the release, and for "fingerprinting" to determine the source where the product originated. The collection of the surface water samples was performed in support of addressing the expected NRDA liability.

The Matrix team also performed a SCAT assessment along the reach of the Arthur Kill in close proximity to the source of the release. All of Matrix's work was conducted under the supervision of the Incident Command Structure (ICS), which was under the direct supervision of the US Coast Guard and New Jersey Department of Environmental Protection. The Matrix Team provided debriefs at the end of each day's work.



MATRIX ORLD

CLIENT

British Petroleum
(sub to Obrien's Response
Management)

CONTACT

Duane Miller
404.702.7832

COST

\$3,500,000 (Matrix Fee)

DURATION

June 2010 - Ongoing

KEY PERSONNEL

Dennis Petrocelli, PG
Lawrence Malizzi, PG
Alan Parson, Ph.D.
Erin Evertsen
Rejina Sharma
Donald Wendt, PG
Mark Sprengler

Natural Resource Advisor (NRA) Program
Mississippi Canyon 252, Deepwater Horizon
Spill (Gulf of Mexico)

PURPOSE OF CONTRACT

The Mississippi Canyon 252 (MC252) Deepwater Horizon oil spill in the Gulf of Mexico was the largest release in American waters. The historical release also saw an unprecedented number of response personnel dedicated to stopping, containing, and cleaning up over 200 million gallons of crude oil spilled into the Gulf of Mexico. The cleanup operations exceeded 45,000 responders from over 100 private companies including experts from nine oil companies, the United States Coast Guard, Navy, Departments of Energy and Interior, Environmental Protection Agency, as well as the State Governments of Florida, Alabama, Mississippi, Louisiana and Texas, as well as local County and Parishes of the Gulf Coast.

Matrix staff managed the Natural Resource Advisor (NRA) program, to oversee compliance with agency BMPs and assist operations crews in minimizing potential injury to natural and cultural resources. The NRA program was comprised of 100 professional biologists distributed throughout the response area and imbedded within the field operations crews in Louisiana, Mississippi, Alabama, and Florida. Many of the shoreline cleanup activities had the potential to cause inadvertent but significant impacts to natural and cultural resources. As part of an emergency section 7 consultation, the USFWS developed a list of Best Management Practices (BMPs) to be implemented to minimize the impacts to federally listed species, designated critical habitat, and candidate species. Additional BMPs were developed to aid compliance with U.S. Army Corps of Engineers permits and conditions required by state natural and cultural resource agencies. Matrix NRA program managers attended daily operations planning meetings and offered suggestions to maximize cleanup efficiency while minimizing resource impacts. NRAs delineated sensitive natural and cultural resources, directed cleanup crews and mechanized equipment away from these areas, and advised field operations on the least intrusive locations for staging and ingress/egress to the beach. Cleanup activities in sensitive habitats (wetlands, dunes, bird and turtle nesting areas, etc.) were continuously monitored. Where state or federal authorization was required, the NRAs took the lead in gathering the required permitting information. The NRA program was extremely successful and achieved the primary program goal of assisting field operations personnel with BMP compliance. It provided state and federal agency personnel with a single point of accountability for natural and cultural resource issues, collected data for the section 7 administrative record, reduced NRDA liability, and, most importantly, minimized impacts to the Gulf of Mexico shoreline during this historic response.



MATRIX NEW WORLD

Rapid Response Environmental Site Support
Team - Mississippi Canyon 252, Deepwater
Horizon Spill, Gulf of Mexico

CLIENT

British Petroleum
(sub to Brown & Caldwell)

CONTACT

Brent Callihan
404.702.7832

COST

\$500,000 (Matrix Fee)

DURATION

Ongoing

KEY PERSONNEL

Dennis Petrocelli, PG
Lawrence Malizzi, PG
Michael Dempsey

PURPOSE OF CONTRACT

The Deepwater Horizon Mississippi Canyon 252 (MC252) oil spill in the Gulf of Mexico was the largest release of crude oil in American waters. The historical release also saw an unprecedented number of response personnel dedicated to the stopping, containing, and cleaning up over 10 million gallons of crude oil spilled into the Gulf of Mexico. The cleanup operations exceeded 50,000 responders from over 1000 private companies including experts from nine oil companies, the United States Coast Guard, Navy, Departments of Energy and Interior, Environmental Protection Agency, as well as the State Governments of Florida, Alabama, Mississippi, Louisiana and Texas, as well as local County and Parishes of the Gulf Coast.

Matrix New World Engineering, Inc. (Matrix) as a subcontractor to Brown & Caldwell participated in the Rapid Response Environmental Site Support Team (RRESST) program. The RRESST program was developed to examine decontamination sites, staging areas for equipment and personnel, and waste staging areas for regulatory compliance. RRESST inspectors reported to the Unified Command on performance of the response contractors and their compliance with the Waste Management Plan, Liquid Management Plan, Spill Prevention, Control, and Countermeasure (SPCC) Plans developed by the Unified Command and best management practices (BMPs) throughout the Gulf Coast. RRESST inspected all areas of the response from Waste Management staging yards, beach cleanup operations, to barges on the barrier islands for compliance of BP's rigorous BMPs and Federal and State waste compliance rules and regulations. RRESST assisted the contractors with properly managing and the handling of hazardous and non-hazardous waste, bulk storage of petroleum, and maintenance and housekeeping operations.



MATRIX NEW WORLD

CLIENT

British Petroleum
(sub to O'Brien's Response
Management and Swift
Worldwide Resources)

CONTACT

Duane Miller- O'Brien's
404.702.7832

Rachel Twining- Swift
713.328.4560

COST

\$1,500,000 (Matrix Fee)

DURATION

June 2010 - September 2010

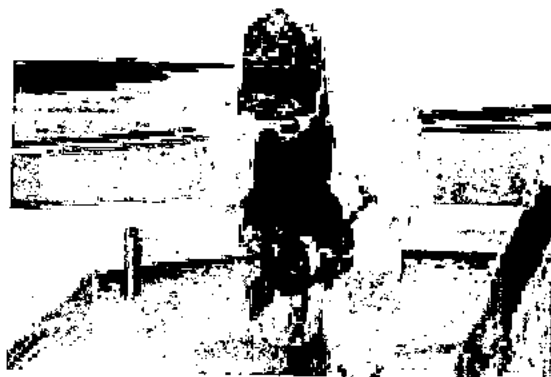
KEY PERSONNEL

Dennis Petrocelli, PG
Lawrence Malizzi, PG
Alan Parsons, Ph.D.
Erin Evertsen
Rejina Sharma

PURPOSE OF CONTRACT

The Mississippi Canyon 252 (MC252) Deepwater Horizon oil spill in the Gulf of Mexico was the largest release in American waters. The historical release also saw an unprecedented number of response personnel dedicated to stopping, containing, and cleaning up over 200 million gallons of crude oil spilled into the Gulf of Mexico. The cleanup operations exceeded 45,000 responders from over 100 private companies including experts from nine oil companies, the United States Coast Guard (USCG), Navy, Departments of Energy and Interior, Environmental Protection Agency, as well as the State Governments of Florida, Alabama, Mississippi, Louisiana and Texas, and local County and Parishes along the Gulf Coast.

Matrix was retained to assist in the capture and rescue of oiled wildlife, mainly migratory birds throughout Louisiana, Mississippi, Alabama, and Florida. Matrix's team of field biologists and ecologists worked closely with the United States Fish and Wildlife Service (USFWS), state agencies, USCG, National Oceanic and Atmospheric Administration (NOAA), and other federal and local agencies through the Incident Command Structure (ICS) to characterize spill impacts to natural resources, and to document affected areas and wildlife. The Matrix Team attended health, safety, and logistical meetings every morning, and were provided with their respective area of patrol. The Matrix Team worked on the shoreline, as well as in boats and responded to reports for capture and rescue of affected and injured wildlife, and carcass and evidence collection. The Matrix Team conducted surveys of natural resources, including nesting islands, marsh, and shoreline, to assess the damages as a result of oiling. Surveys of nesting islands were conducted to identify bird species and collect a count for oiled and affected young. The Matrix Team also assessed and reported locations where damaged boom systems and oil slicks were present, and reported to the USCG where additional boom systems were needed around nesting islands. Daily observations were collected and recorded using Trimble Nomad Geographic Information System (GIS) devices, and reported in real-time via radio dispatch to the ICS. Matrix biologists conducted over-flight surveys of nesting islands and assessed boom situations following inclement weather. Flight observations were recorded using Global Positioning System (GPS) cameras.





Appendix C – Resumes

John Ramsay

President and Chief Executive Officer

Relevant Qualifications

- Serves as President and Chief Executive Officer.
- More than 40 years of management experience in various capacities, including response and recovery, U.S. Military, construction, lumber, and telecommunications.
- Telecommunications Project Director and Coordinator for complete cell site development (Turnkey, Greenfield locations and Rooftops) for T-Mobile, Pinnacle, DigiPH PCS, OPM-USA / American Towers, BellSouth, Alltel and Ericsson throughout the Southeast.
- Foremost Disaster Debris Contractor to promote recycling of ash as fertilizer for farmland and to export clean woody chips for biomass fuel after Hurricane Isabel.

Experience

CrowderGulf

President/CEO, 1990–present

Hurricane Irene (August 2011–October 2011)

- Successfully directed the implementation of 21 contracts with municipalities in North Carolina and four (4) municipalities in Virginia and executed four (4) contracts with the North Carolina Department of Transportation for the removal of debris on road ways in thirteen North Carolina Counties. These contracts involved work in two states simultaneously for debris removal, reduction by grinding and burning for vegetative and C & D debris.

Reference for Hurricane Irene

Jim Hill, Solid Waste Superintendent
James City County, Virginia
1201 Jolly Pond Road, Williamsburg, VA 23188
(757) 240-0205, jhill@james-city.va.us

BP Deepwater Horizon Oil Spill (Incident of National Significance (April 2010 –Jan. 2011)

- Chosen one of six contractors hired for BP onshore cleanup. CrowderGulf provided over 250,000 accident free man-hours employing over 1200 individuals utilizing 700 pieces of equipment. CrowderGulf was chosen as sole contractor in September 2010 to complete final phase of cleanup along the Alabama Beaches including two wildlife preserves. CrowderGulf worked with State and Federal regulatory agencies complying with all laws, rules and regulations designed to protect our environment and wildlife habitats.
- September 2010, CrowderGulf transitioned primarily to on-shore cleanup using hand crews and power screening. This operation included simultaneously managing five field offices in two counties. In five months, CrowderGulf screened the entire Alabama Coast from toe of dunes to two feet above the rack line. This involved over 160 pieces of heavy equipment and 500 employees specific to this project. CrowderGulf screened over seven billion (7,000,000,000) pounds of sand recovering over three (3) million pounds of hydrocarbon material.

Reference for BP Oil Spill

Mayor Jeff Collier
Town of Dauphin Island, AL
1011 Beinville Blvd, Dauphin Island, AL 36628
251-861-5525 jcollier@townofdauphinisland.org

Hurricane Ike (September, 2008–November, 2009)

- Directed the successful execution of thirty-eight contracts in Texas, which included four large counties and thirty-four cities. These contracts involved debris removal from public and private properties, demolition, levee and dike cleanup, removal of leaning trees and hanging limbs.
- Directed the successful execution of three debris contracts with the Texas General Land Office. These involved sonaring offshore and inland waterways for sunken debris, removing debris and cleaning sand on Galveston County beaches, and removing sunken debris and vessels in GLO waterways.
- Directed the cleanup operation on Bolivar Peninsula that included ROW debris removal and levee cleanup & canal debris removal, private property debris removal and demolition. Debris reduction by grinding and burning. Removal of dead trees killed by the salt water surge and hangers from ROW and ROE. Debris removal from 25 miles of protection levee and five miles from ship channel protection dike. Debris removal from eligible parks, cemeteries and schools. Removal and degassing, crushing and of white good and abandoned vehicles and tires
- Provided guidance and input, based on years of experience, to Galveston County officials in how to most efficiently and effectively complete the various projects in Galveston County, including Bolivar Peninsula.

Reference for Hurricane Ike

Pat Doyle, Galveston County Commissioner
1353 FM 646, Ste 201, Dickinson, TX 77539
409-770-5333, 409-770-5336,
Patrick.Doyle@co.galveston.tx.us

John Ramsay

Page 2

Louisiana Department of Wildlife and Fisheries (LDWF)(2007-2008)

- Directed the overall project to remove sunken debris from LA waterways
- Provided guidance to officials on how to most efficiently and effectively conduct operation
- This \$3.7 million project was part of the \$53 million National Oceanic and Atmospheric Administration (NOAA) fisheries recovery funding to rehabilitate oyster bed and shrimp grounds, and monitor recovery of Gulf of Mexico fisheries
- The project consisted of clearing 400 square miles of coastal water bottoms impacted by Hurricanes Katrina and Rita. Besides removing debris, CrowderGulf provided thumbnail sonar images of each contact along with descriptions and coordinates of each item removed by grid.

Reference for LA Wildlife & Fisheries
Leo Richardson
LAGOHSEP (225) 439-5578

Ice Storms (2006)

- Directed the overall field operation of initially organizing and managing the subcontractors for contract in Erie County, NY
- Provided onsite guidance and training to local New York company in how to set up and most efficiently run a debris removal operation.
- Provided subcontractors experienced with disaster debris work, assisted in training the local company's resources, as well as other local subcontractors.

Reference for New York Ice Storms
Jodi Osinski, UCC Constructors, Inc.
105 Center Rd, West Seneca, NY 14224,
716-822-5755, 716-822-8429,

Hurricanes Dennis, Katrina, Rita, Wilma (2005)

- Directed the overall operation for the forty contracts that were successfully completed as a result of the 2005 Hurricanes. These contracts were in Alabama, Florida, Louisiana and Mississippi. They included ten counties and 15 cities in Florida, two counties and five cities in Alabama, and one city in Mississippi.
- All of these contracts were being completed during the same time frame and required a vast amount of coordination and communication with the clients as well as with all CrowderGulf project managers.
- Teamed with small local marine business to remove and dispose of wet debris from 75 miles of coastline out to 1/2 mile from shores in Jackson, Harrison and Hancock Counties, Mississippi.
- Directed operation to remove and dispose of debris from waterways located in Lee and Collier Counties, FL.
- Onsite to assist Fort Lauderdale, FL, with initial clearing of streets. Directed the management of ROW debris removal and disposal that included three Debris Management Sites for reduction of debris by chipping. Completed sand reclamation on all City beach areas. Removed, transported and disposed of leaning/hanging trees, and wet debris from canals.

Reference for Hurricane Wilma
Greg Slagle, Public Works Department
City of Fort Lauderdale, FL
100 N. Andrews Ave, Ft. Lauderdale, FL 33301
954-828-5341, GSlagle@fortlauderdale.gov

Hurricanes Charley, Frances, Jeanne, Ivan (2004)

- Directed the overall operation for the thirty-one contracts that were successfully completed as a result of the 2004 Hurricanes. These contracts were in Florida, Alabama, and Mississippi. They included ten counties and 15 cities in Florida, two counties and five cities in Alabama, and one city in Mississippi.
- All of these contracts were being completed during the same time frame and required a vast amount of coordination and communication with the clients as well as with all CrowderGulf project managers.
- Cumulative square miles of just the ten counties in Florida that CrowderGulf worked in included more than 13,000 square miles. Adding all of the cities and the counties in AL, the total square miles that CrowderGulf worked in was more than twice the size of the state of New Jersey

Reference for Hurricane Charley
Lindsey Sampson, Solid Waste Director
Lee County, FL
10550 Buckingham Rd, Ft. Myers, FL 33905
239-338-3302 sampsoli@lccgov.com

(Additional disaster debris experience available through 1969 upon request.)

Resumes

John Ramsay
Page 3

Gulf Equipment Corporation, Theodore, AL 36582
Vice President/Project Manager, 1984–present

- Telecommunications Project Director and Coordinator for complete cell site development (Turnkey, Greenfield locations and Rooftops) for T-Mobile, Pinnacle, DigiPH PCS, OPM-USA / American Towers, BellSouth, Alltel and Ericsson throughout the Southeast.
- Supplied and managed warehouse for Powertel, Black & Veatch, DigiPH PCS and Hargray Wireless in Georgia, Alabama, South Carolina, Florida, and Kentucky.

Mathews Marine and Gulf Equipment Ventures, LLC, Pass Christian, MS
Managing Partner, 2006–present

- Director of Marine Projects including open water and inland waterways, wetlands, drainage canals and ditches.

Delta Exports, Inc., Theodore, AL
President, 1988–1990

- Exported vessel loads of logs and Lumber to Turkey and China; and other forest products exported in containers to Europe.
- Bought and sold land timber and wood chips for domestic markets.
- Performed extensive studies on the feasibility of exporting pine and hardwood chips from the Gulf of Mexico to Japan.
- Exported biomass to Italy.

Ernest Manning Construction Company, Pascagoula, MS
President, Part Owner, 1981–1987

- Director of hazardous wastes for superfund clean-up projects in Texas and southeastern states and refinery maintenance for Chevron USA, Pascagoula, Mississippi. Coordinator of trucking of material and site work.
- Director of Emergency Recovery Work after natural disasters. Projects completed included:
 - Hurricane Alicia, 1983
 - City of Houston, Texas
 - Hurricane Fredric, 1979
 - Corps of Engineers, Mobile District Alabama
 - Hurricane Camille, 1969
 - Mississippi and Alabama, Agricultural Stabilization and Conservation Service

RLT Construction Company, Mobile, AL
President, 1979–1985

- Heavy construction, including construction with Tombigbee Waterway and Joe Poole Lake Dam in Dallas, Texas.

Ramsay Farm, Grand Bay, AL 36541
Independent Farmer, 1963–1985

- Farmed 20,000 acres of soybeans and ran 15,000 head of cattle on winter grazing.
- Partner in Deep South Auction Company
- Business consisted of auctioning land, cattle and equipment (Established business while in college)

U.S. Military
Air Force Reserves, 1963–1967

- Served as Crew Chief (Master Sergeant) on cargo planes.

Education

B.S., Agriculture, Auburn University, 1963

John Campbell

Regional Director/Senior Project Manager

Areas of Expertise

DEBRIS MANAGEMENT; DISASTER RESPONSE; DISASTER RECOVERY; COMMAND AND CONTROL; JOINT FIELD OFFICE (JFO) OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; EMERGENCY OPERATIONS; LOGISTICS; GEOGRAPHIC INFORMATION SYSTEMS (GIS); PROJECT MANAGEMENT

Relevant Qualifications

- 40+ years of experience in disaster response planning and management, including 30 years of honorable service as a retired Army Colonel.
- 6 years experience coordinating response and recovery operations on a variety of disasters as the Chief of Operations for Lee County Emergency Management in Fort Myers, FL.
- Managed over 3000 personnel in relation to logistical and planning Command and staff operations.
- **Coordinated recovery activities in the Emergency Operations Center** during numerous actual occurrences and managed the development, coordination, preparation, and maintenance of County level Emergency Operations Plan.
- Direct experience in debris recovery operations from Hurricane Iniki in Hawaii and Hurricanes, Charley and Wilma that impacted Southwest Florida and Senior Project Manager for 19 Contracts in North Carolina following Hurricane Irene in 2011 and over one year in the Texas Gulf Coast Area following Hurricane Ike in 2008-2009.
- Extensive background in high-level management, disaster response and training. Principle Trainer in debris management, Incident Command System (ICS) and National Incident Management System (NIMS).

Experience

CrowderGulf

Emergency Management and Training Specialist

May 2006–Present

Hurricane Isaac (August 2012)

Served as the Project Manager for all four activations due to Hurricane Isaac in Mississippi

Hurricane Isaac Reference
Philip Russell, PW Director
City of McComb, MS
122 E. Michigan Ave. McComb, MS 39648
601-684-3497, prussell@mccomb-ms.gov

Hurricane Irene (August 2011 – October 2011)

Served as the Senior Project Manager for all 21 activations due to Hurricane Irene in North Carolina

Hurricane Irene Reference
Edward Lee Mann, PW Director
Dare County, NC
1018 Driftwood Dr. Manteo, NC 27954
252- 475-5880 Edwardlee@darenc.com

Hurricane Ike (September 2008–November 2009)

This contract called for the management, surveying, collection, reduction, and disposal of debris in the aftermath of Hurricane Ike in 2008.

- Senior Project Manager for Hurricane Ike in Texas for Galveston County debris recovery work including all of Bolivar Peninsula.
- Project Manager for Wildlife and Fisheries contract for waterway cleanup in Texas cities
- Project Manager for Texas General Land Office (GLO) Contract for Beach Restoration on Bolivar and other Galveston County Beaches
- Managed Debris operations during the recovery from the storm
- Performed duties as senior quality control and safety coordinator for debris operations
- Served as a trainer for company field supervisor, counties personnel and subcontractors

Hurricane Ike Reference
John Lee, Jr., Mitigation Coordinator
Galveston County, TX
1353 FM 646, Ste 201, Dickinson, TX 77539
281-309-5035

Internal Training for Crowder Gulf

- Debris Management Operations Trainer for CrowderGulf clients in Florida, North Carolina, South Carolina and Virginia
- Served as a consultant on Debris Management Plan development for CrowderGulf clients in Florida, South Carolina and Maryland in 2006 through 2009

John Campbell
Page 2

Lee County, Florida Emergency Management, Fort Myers, FL

Chief of Operations

2001–2006

Chief of Planning

2000–2001

- Responsible for daily operations of the Emergency Operations Center and multi-agency emergency coordination in response to storms, fires, hazardous materials releases and police emergencies.
- Some major activities during period include the response to Tropical Storm Gabrielle 2001, Natural Gas pipeline rupture 2003, Hurricane Charley 2004 (Landfall in Lee County), Hurricane Ivan 2004, Hurricane Katrina 2005, Hurricane Wilma 2005
- Responsible for the County Emergency Management Plan (CEMP), the public outreach program for Emergency Management and preparation of the daily Incident Action Plan during emergency activations of the Emergency Operations Center.
- Major activities during this period included County Brush Fires in 2000, the Spring Floods of 2001, and the County Response to Terrorist Threat from 9-11 attack

United State Army (Colonel, Retired)

1968 – 1998

Served in multiple command and staff positions through the grade of Colonel

Education

M.S., Logistics Operations Management, Florida Institute of Technology, 1982

B.A., Political Science, University of Southern Mississippi, 1968

Command and General Staff College, Fort Leavenworth, Kansas, 1981

National Defense University, Industrial College of the Armed Forces, Washington, D.C. 1989

Certification and Training

Introduction to the Incident Command System, IS 100

Basic Incident Command System, IS 195

Principles of Emergency Management, IS 230

Introduction to Debris Operation and FEMA Public Assistance Program, IS 632

National Incident Management System, IS 700

National Response Plan, IS 800

Exercise Design, G-120

Rapid Assessment Planning, G-250.7

EOC Management and Operations, G-275

Disaster Response and Recovery Operation, G-385

Rapid Response Team Orientation, G-635

Leadership and Influence, IS-240

Decision Making and Problem Solving, IS-241

Effective Communications, IS-242

Introduction to the Public Assistance Process, IS-630

Certificate of Achievement Completion of Professional Development Series, Emergency Management Institute, 2003

Community Mass Care, G-108

ICS/EOC Interface, G-191

Intermediate ICS, G-195

Advanced ICS, G-196

Principles of Emergency Management, G-230

Resource Management, G-276

* John Campbell also taught many of the above courses to Emergency Management personnel throughout the State of Florida. He is accredited as a Professional Emergency Manager in the State of Florida through Florida Emergency Preparedness Association.

Professional Affiliations

Florida Emergency Preparedness Association (FEPA) (2000 to present)

American Public Works Association, Florida Chapter (2011 to present)

Raymond "Buddy" Young

Director of Debris Operations

Areas of Expertise

DISASTER RESPONSE: DISASTER RECOVERY: COMMAND AND CONTROL: EMERGENCY PLANNING/MANAGEMENT: EMERGENCY OPERATIONS: LOGISTICS: GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Professional Overview

Buddy Young is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He served as Regional Director of FEMA Region VI from 1993 – 2001. While in that position, under FEMA Director James Lee Witt, he was Chief Administrator for 133 federally declared disasters and emergencies. He is nationally known and well-respected in the Emergency Management community.

As the Director of Debris Operations for CrowderGulf, he has provided management and technical assistance to local and county governments after all major hurricane disasters in the Southeast since 2003. He has served as Senior Project Manager in the field after all major hurricanes since joining CrowderGulf. He has managed all types of debris removal, reduction and disposal operations and special projects such as demolition and marine debris removal. His expertise in emergency management, and especially disaster debris removal, is utilized to provide preparedness training and advise CrowderGulf pre-event clients throughout the year.

He has also worked with the Texas A&M Engineering Extension Program as an adjunct instructor to conduct full-scale exercises with local and state agencies in response to incidents of terrorism and natural disasters. He is a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA) and he is NIMS certified

Qualifications

- Director of CrowderGulf Debris Operations since 2003
- Managed debris removal contracts for multiple storms since 2003
- FEMA Advisor to CrowderGulf clients since 2003
- Debris Management Operations Planner and Trainer for CrowderGulf clients from 2004 to present
- Advisor on preparing Debris Management Plans for CrowderGulf clients in Florida, Maryland, Texas, Virginia, North Carolina and South Carolina
- Trainer and Advisor for CrowderGulf personnel and subcontractors, on FEMA matters and overall Debris Operation Procedures

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

Hurricane Irene (August 2011–October 2011)

- Senior Project Manager and FEMA Advisor for debris operations for multiple clients in the State of Virginia.

Reference for Hurricane Irene

Jim Hill, Solid Waste Superintendent
James City County, Virginia
1201 Jolly Pond Road, Williamsburg, VA 23188
(757) 240-0205, jhill@james-city.va.us

Hurricane Ike (September 2008–2010)

- Technical Advisor on FEMA issues for multiple Texas counties and municipalities after the Hurricane Ike made landfall in 2008.
- Project Manager for 2008 Hurricane Ike debris removal contracts with cities within Galveston and Brazoria counties.
- Project Manager for Marine Debris Project with Texas General Land Office (GLO) for removal and disposal of sunken debris and abandoned boats in the GLO waters of Galveston County.

Reference for Hurricane Ike

Terry Byrd, EMC Fire Marshall
City of Friendswood, Texas
910 S. Friendswood Drive, Friendswood, TX 77546
(281) 996-3335, tbyrd@ci.friendswood.tx.us

Hurricane Rita (2005-2006)

- Project Manager and FEMA Advisor for debris management operations in Calcasieu Parish and all cities within Parish in response to Hurricane Rita.

Reference for Hurricane Rita

Mister Edwards, Director of Public Works
City of Lake Charles, Louisiana
326 Pujot Street, Lake Charles, LA 70601
(337) 491-1308, medwards@mail.city-lakecharles.org

Buddy Young
Page 2

Hurricanes Charley, Frances, Jeanne, and Ivan (2004-2005)

- Served as the Project Manager and FEMA Advisor for the debris management operations in Polk County from September 2003-March 2005.
- Supervised the mobilization of men and equipment in response to Hurricanes Charley, Frances, Jeanne, and Ivan in 2004.
- Served as the Technical Consultant and FEMA Advisor for 38 contracts within Florida and Alabama.

Reference for Hurricane Charley

Lance Davis, Roadway Maintenance Superintendent
Polk County, Florida
P.O. Box 9055, Drawer T503, Bartow, FL 33831
(863) 535-2222, lancedavid@polk-county.net

Additional Experience and Skills

Texas A&M Engineering Extension Program, College Station, Texas Adjunct Instructor, 2001 - Present

- Participated as an evaluator for a program that provides terrorism response training to include all types of incidents for local and state governments. Location: College Station, Texas.
- Provided instruction for full-scale evacuation exercises with local and state agencies in response to incidents of terrorism and natural disasters, to include McAllen, Texarkana and Houston, Texas.

FEMA, Region VI Regional Director, 1993-2001

- Completed a comprehensive re-organization and streamlined operations at Region VI, which is now considered the most efficient FEMA Region in the Nation.
- Established Federal/State partnerships with each state within Region VI.
- Responsible for administration of all FEMA programs in Region VI.
- Provided management and guidance for all Federally declared disasters during tenure.
- Served as the on-site Senior FEMA Administrator after Oklahoma City Bombing and for the response to various hurricanes, tornados, flooding and wild fires.

Arkansas State Police Little Rock, Arkansas Director of Security for State, 1983-1993

- Supervised a unit of eleven Arkansas State Troopers.
- Provided security of Governor Bill Clinton and coordinated all of his travel arrangements
- Organized and implemented security operations for the fall meeting of the National Governors Association in November 1986.
- Involved in providing 24 hour security for a four day period for 30 Governors from throughout the United States.

Certifications and Training

- National Incident Management System, IS-100, 200, 700, 800
- Principles of Emergency Management, IS-230
- Leadership and Influence, IS-240
- Decision Making and Problem Solving, IS-241
- Effective Communications, IS-242
- Introduction to the Public Assistance Process, IS-630
- Introduction to Debris Operation and FEMA Public Assistance Program, IS-632
- EOC Management and Operations, G-275
- Disaster Response and Recovery Operation, G-385
- Rapid Response Team Orientation, G-635

Training Provided

From 2004-2012, provided yearly training for city and county municipalities that have CrowderGulf pre-event debris management contracts in place. Yearly debris management training sessions include municipalities in Florida, North Carolina, South Carolina, Virginia, and Texas. A detailed list of sessions can be provided upon request

Education

Graduate of Keeler Polygraph Institute, Chicago, IL, 1976

Graduate of National FBI Academy, Quantico, VA, 1972

Graduate of Arkansas State Police Academy, Camden, AR, 1968

Approximately 100 hours of Coursework in Criminal Justice at the following:

- Certificate of Public Administration, University of Arkansas, Little Rock, AR, 1976
- Arkansas State University, Jonesboro, AR, 1973
- University of Virginia, Richmond, VA, 1972
- Arkansas Tech, Russellville, AR, 1962-1963
- University of Arkansas, Fayetteville, AR, 1968

Margaret Wright, PhD

Senior Program and Documentation Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; TRAINING; EMERGENCY PLANNING/MANAGEMENT; DOCUMENTATION SPECIALIST; PROGRAM RESEARCH AND EVALUATION, TECHNICAL PROPOSAL WRITING

Relevant Qualifications

- Sixteen years of experience in disaster recovery and disaster training projects.
- Designed and developed debris management training for CrowderGulf customers with pre-event contracts (2004-2012).
- Developed, coordinated and/or conducted training sessions for clients in Florida, Texas, North Carolina, South Carolina, Maryland, Virginia, and Louisiana (2004-2012).
- Designed and developed CrowderGulf Project Managers' Training Manual in 2004 and updated yearly.
- Coordinated the set up and staff hiring and training for Debris Management Field Offices in five states (2004-2008)
- Managed documentation flow for CrowderGulf's disaster debris projects (2004-2012).
- Conducted evaluation research after project completion (2004-2012).
- Managed all documentation for and coordination of all Change Orders for two contracts with the Texas General Land Office (GLO), Sand and Beach Contract (2009); Marine Debris Contract (2009-2010).
- Assisted various clients with followup documentation for FEMA audits (2006-2012)
- Managed the technical proposal writing team for all pre-event Request for Proposals (2009-2012)

Disaster Debris Management Experience

CrowderGulf

Program Coordinator/Project Supervisor 2003-Present

Fort Lauderdale FEMA Audit (2010-2012)

- Technical Assistance with FEMA Audit for 2004-2005

Hurricane Irene (August 2011-October 2011)

- Managed the overall documentation and reconciliation process for 21 contracts in North Carolina, four (4) municipalities in Virginia, four (4) contracts with the North Carolina Department of Transportation for the removal of debris on road ways in thirteen North Carolina Counties. These contracts involved working with all municipalities as well as several monitoring companies representing various municipalities

Reference for Hurricane Irene

Albert Carbon, Public Works Director
City of Fort Lauderdale, FL
220 SW 14th Ave #4a
Fort Lauderdale, FL 33312
(954) 828-5341, ACarbon@fortlauderdale.gov

Hurricane Ike (2008-2009)

Served as the Field Office Operations Manager and Coordinator for Debris Contracts in Texas, including four counties, 21 cities, and the Texas General Land Office (GLO)

- Set up and trained personnel for three onsite offices in Texas after Hurricane Ike for debris management contracts in three counties and 21 cities.
- Managed documentation and data management in the field throughout entire operation to ensure FEMA compliance.
- Managed the coordination and communication between field offices and CrowderGulf's Disaster Assistance Office (Home Office).
- Communicated with monitoring company representatives on documentation issues to ensure FEMA compliance.
- Assisted customers with documentation to ensure FEMA compliance
- Coordinated with GLO managers and managed all of the documentation, and the reconciling and invoicing for three contracts with GLO (sand debris, marine debris, and sonar contracts).

Reference for Hurricane Ike

Connie Nicholson, Community Services Director
1353 FM 646 Suite 302, Dickinson, TX 77539,
409-882-3139, connie.nicholson@co.galveston.tx.us

Hurricane Rita, Calcasieu Parish, LA (2005)

Served as the Field Office Operations Manager for a large debris project in Calcasieu Parish, LA during the 2005 Hurricane season.

- Set up and managed field office, including hiring and training 15 office personnel.
- Coordinated with USACE and Ceres Environmental, throughout Project, to ensure communication and compliance with all Corps documentation necessary for ROW work, PPDR and Demolition projects, White Goods, Chips and Ash Disposal, Safety Inspections, Quality Control Daily Reports.
- Coordinated and managed the documentation, reconciliation and invoicing for the 5 million CY, \$91,000,000 debris project.

Hurricane Charley Debris Projects (2004)

- Trained and managed all office personnel for data entry and management for Polk and Hardee Counties.
- Managed all documentation, reconciling, invoicing for Polk and Hardee County project.
- Managed daily office operations, coordination and communication with field supervisors and Polk County personnel.
- Managed the reconciling invoicing for all projects after 2004 hurricanes.

Reference for Hurricane Charley

Lance Davis, Roadway Maintenance Superintendent
Polk County, Florida
P.O. Box 9055, Drawer T503, Bartow, FL 33831
(863) 535-2222, lancedavid@polk-county.net

Hurricane Isabel Debris Projects (2003)

- Managed the reconciling and participated in the invoicing for over 20 clients.
- Keep documentation for mulch shipped to Italy as part of recycling effort

Reference for Hurricane Isabel

Laurie Halperin, Recycling Coordinator
145 Goodwin Neck Rd, Yorktown, VA 23692, 757-890-3522, halperil@yorkcounty.gov

Additional Experience and Skills

Intelligent Designs Systems Incorporated, - Program Evaluator, August 2000–November 2003

- Served as the Program Evaluator for Navy Schoolhouses curriculum with the main focus on offering improvements in human and organizational performance with the integration of technology.
- Conducted program evaluations for numerous Navy Curriculums including Basic Officers' Training, Surface Warfare Officer Training, Explosive Ordnance Disposal, and at least six other Schoolhouses as a Program Evaluation team member.
- Participated in project that designed courseware for Chemical, Biological, Radiological, and Nuclear Warfare Course for Navy Hospitals.

University of South Alabama, Mobile, AL - Instructor, Special Education Department

- Taught undergraduate and graduate courses.
- Program Advisor for all undergraduate students on Special Education Department.
- Interagency Coordinator for College Prep Program for high school seniors with Learning Disabilities.

Mobile County Public School System

- Consulting Teacher 1989- 19
 - Developed and coordinated Transition Work Program in 16 high schools for students with disabilities.
- Teacher of students with disabilities 1972-1989

Education

- National Incident Management System (NIMS) certified
- Ph.D., Instructional Design and Development, University of South Alabama, 1998
- Masters in Mental Retardation, University of South Alabama, 1977
- Bachelor of Science, Elementary Education, Auburn University, 1967

Training Provided

Designed, developed and conducted debris management training for municipalities in Florida, North Carolina, South Carolina, Virginia, and Texas, from 2004-2009. CrowderGulf offers yearly training for City and County municipalities that have CrowderGulf pre-event debris management contracts in place. A detailed list of sessions can be provided upon request.

Ashley Ramsay–Naile

Vice President and Chief Operating Officer

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Relevant Qualifications

- Eight years of experience in disaster recovery and management.
- Strategic planning.
- Procurement and negotiation tactical planning.
- Managed accounts receivable and accounts payable flow for CrowderGulf's disaster debris projects.

Disaster Debris Management Experience

CrowderGulf

2011-Present

Vice President and Chief Financial Officer

- Supervise all administrative functions and personnel.
- Manage documentation and records for disaster operations.
- Purchasing Manager.
- Responsible for the management of accounts receivable and accounts payable.
- Coordinate strategic planning of the company.

Disaster Recovery Project Manager & General Manager

2004-2011

- Disaster administration office general management.
- Accounts receivable/payable oversight.
- Procurement development and implementation.
- Managed and directed field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.

BP Oil Spill (2010-2012)

- Baldwin County, FL
- City of Gulf Shores, AL
- City of Orange Beach, AL

Reference for BP Oil Spill

Philip West
City of Orange Beach
4409 Orange Beach Blvd., Orange Beach, AL 36561
251-981-6768 pwest@cityoforangebeach.com

Hurricane Charley Debris Projects (2004)

- Volusia County, FL
- City of Palm Coast, FL
- City of Edgewater, FL

Reference for Hurricane Charley

George Recktenwald, Public Works Director
Volusia County, FL
123 W Indiana Ave, Deland, FL 32720
386-736-5965Ext.2207 grecktenwald@co.volusia.fl.us

Hurricane Fran Debris Project (1996)

- City of Wilson, NC

Hurricane Erin Debris Project (1995)

- City of Pensacola, FL

Hurricane Opal Debris Projects (1995)

- Panama City, FL
- Bay County, FL

Resume

Additional Experience and Skills

Hargray Wireless - Hilton Head Island, SC

Property and Construction Manager

1999-2004

- Cell Site Development from site identification to zoning.
- Negotiated lease rates and terms.
- Coordinated with radio frequency engineer.
- Coordinated site design with civil engineers.
- Procurement of site material.
- Supervised general contractor.
- Maintained 100+ existing cell sites.
- Maintained compliance with government agencies.
- Coordinated with accounting on department budget.
- Worked within budget guidelines.
- Managed 25 company-owned towers.

Independent Telecommunications Consultant

1997-1999

- Procurement of site material.
- Tracking of material for accounting purposes.
- Warehousing and issuing of materials for construction.

Gulf Equipment Corporation – Theodore, AL

Project Coordinator & Manager Telecommunication Projects

1994-1997

Managed turnkey cell site projects for Telecommunication construction projects: Sprint, GTE, Nortel, Powertel, BellSouth Mobility, DIGIPH PCS, Hargray Wireless.

- Material procurement.
- Civil Construction and tower crew coordination.
- Organization of projects for bidding purposes.
- Warehousing coordination of deliveries and shipments.
- Office manager responsible for accounting and invoicing.
- On site manager and crew foreman.
- Liaison between Gulf Equipment and elected officials.
- Public relations between City officials and area residents.

Education

- Bachelor of Science, Special Education University of South Alabama, Mobile, AL

Leadership

- Governor appointed Alabama State Workforce Investment Board.
- Board member of Family Business Instituted at the University of South Carolina.

Gary Evans Jones

Technical Assistant Manager and FEMA Specialist

Experience

CrowderGulf Technical Assistance Manager and FEMA Specialist 2012-Present

Federal Emergency Management Agency – Region 6
Deputy Regional Director 1994-December 31, 2011

Served as Deputy Regional Director for 17 years of the 28 years with FEMA Region 6. During those 17 years as Deputy, also served as Acting Regional Director for 4 of those 17 years. Responsible for administration of emergency management programs in the FEMA Region 6 states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. Also, responsible for oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

Federal Emergency Management Agency – Region 6
Technological Hazards Branch Chief 1983-1994

Joined FEMA Region 6 in 1983 and served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and the Chemical Stockpile Emergency Preparedness programs.

US Public Health Service Physician Recruitment Coordinator 1977-1983
Responsible for recruiting doctors, dentists and nurse practitioners for rural communities in Arkansas that were federally designated as medically underserved.

Director, Arkansas Emergency Medical Services Program
Arkansas Department of Health 1974-1977
Responsible for administration and implementation of state-wide regulations for Ambulance Services and training certification of EMTs and Paramedics.

Other Leadership Roles

Served as designated **Federal Coordinating Officer** for **Hurricane Katrina, Rita and Georges**. Provided executive leadership to over 300 federally declared disasters including **Hurricane Andrew, Oklahoma City bombing, Columbia Space Shuttle and Tropical Storm Allison**.

Education

Master's Degree in Public Health Administration Tulane University
Bachelor's Degree in Education University of Arkansas

References

James Lee Witt
Chairman of the Board
Witt and O'Brien Associates
571-233-3135
Nim Kidd
State of Texas Emergency Management Director
Department of Public Safety
512-424-2443

Leigh Anne Ryals

Project Manager

Areas of Expertise

DISASTER PREPAREDNESS, RESPONSE AND RECOVERY OPERATIONS; EMERGENCY MANAGEMENT AND FEMA PROGRAMS AND POLICY, PROPOSAL DEVELOPMENT, CONTRACTS MANAGEMENT; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Qualifications

- Project Manager CrowderGulf Debris Operations since 2011
- Certified Local Emergency Manager (CLEM - State of Alabama)
- Advanced Level Certification in Emergency Management (ALEM)
- NIMS 300 and 400 Level Instructor

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

Project Manager and Emergency Management Specialist

August 2011- Present

Project Manager and company representative for pre-event clients. Provide daily support for the Disaster Assistance Office in the form of accounts management. Performed technical writing and review of proposals for pre-event contracts. Assisted the company by attending pre-bid meetings participation in marketing presentations to perspective clients. Provided assistance to client on FEMA Public Assistance Program policy. Provided support to Senior Project Manager and served as government liaison to North Carolina clients during Hurricane Irene - 2011.

Reference - Hurricane Irene
City of Wilson, NC
Deborah Boyette, Assistant Director/Public Services Admin.
(252) 399-2464
dboyette@wilsonnc.org

Hurricane Irene

August 2011-October 2011

- Emergency Management Specialist and Government Liaison to 6 Counties in NC . Provided information and assistance resolving debris related issues as it relates to FEMA 325 guidelines, Disaster Specific Policies and the Robert T. Stafford Disaster Relief Act. Assisted clients in compiling documentation for eligible reimbursement activities, provided debris management training and updates on policy changes. Worked with clients to Conduct After Action Follow up meetings with staff regarding disaster specific policies and protocols.

Additional Experience and Skills

Baldwin County Emergency Management Agency Director

June 2000 - November 2010

- Community Emergency Response Trainer (CERT).
- National Incident Management Systems, 300/400 Level Instructor.
- National Incident Management Systems (NIMS) Coordinator and Point of Contact, Baldwin County, Alabama.
- Homeland Security Point of Contact, Baldwin County (2001-2010).
- Member of the Hurricane Liaison Team, FEMA.
- Southern Legislator's Regional Task Force for Hurricane Preparedness and Recovery, Appointment by Governor Bob Riley.
- Alabama Association of Emergency Manager's Legislative Vice Chairman.
- Baldwin County's Emergency Management Director and Incident Commander for 7 Presidential Disaster Declarations (Hurricane Isadore, Ivan, Dennis, Katrina, Ida, Ike and Gustav).
- Served as Disaster Public Information officer for Hurricanes Danny and Georges. Served as Project Coordinator for the Baldwin County Highway Department for Hurricanes Erin and Opal.
- Deepwater Horizon Oil Rig Incident of National Significance: Served as Incident Commander for Baldwin County Commission and 14 Municipal Jurisdictions, Responsible for coordinating \$15 million dollars in BP Emergency Protective Grants.
- Served as the Baldwin County Representative on the Governor appointed Alabama Coastal Recovery Commission - Infrastructure Advisory Committee.
- Testified before the 111th and 110th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives.
- Developed and administered the agency's fiscal year budget from \$800,000 to \$1.5 million annually.

Reference
Honorable Charles F. "Skip" Gruber
Office of County Commissioner, District No. 4
Baldwin County Administration Building
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 943-5061

Page 2
Leigh Anne Ryals

- Successfully administered the Hazard Mitigation Grant and received over \$10 million dollars in Hazard Mitigation Grant Funding for grants that were developed and administered through the agency.
- Developed strategies and initiatives for the implementation of the Emergency Management Program grant. (EMPG).
- Developed the Baldwin County Debris Management Plan meeting FEMA requirements for the Pilot project.
- Responsible for writing and updating the following County Plans: Strategic National Stockpile, Mitigation, Emergency Operations (EOP), Continuity of Government, Hurricane and Sheltering.
- Administered the Department of Homeland Security Grant Program to Baldwin County and its 14 municipalities.
- Received the following two awards for the planning and development of a multi-jurisdictional exercise involving over 200 participants:
 - Excellence in County Government Award for the Prevention in School Violence
 - Innovative County Government Award
- Technical Writer

Emergency Management Director

2000-November 2010

Responsible for Planning, Preparedness, Response, Recovery and Mitigation Activities for Baldwin County and 14 Municipal Jurisdictions. Daily activities include but are not limited to collaborating with State, Federal and Local Agencies, writing and implementing emergency plans and procedures, writing and administering grants. Responsible for managing staff, developing and maintaining office budget, maintain inventory of warehouse and response equipment, coordinate and host public outreach activities, develop brochures and other educational materials. Coordinate and host training for the agency and municipal jurisdictions. Conduct exercises for emergency responders. Provide points of distribution Sites and coordinate the distribution of emergency commodities following disasters. Coordinate Emergency Evacuations. Provided over-site for shelter management. Lecture individuals in emergency management plans and procedures. Provided 24 hour on-call emergency response service.

Disaster Public Information Officer and Administrative Assistant to the County Engineer

1994-2000

Provided Disaster Information services to the Emergency Management Agency by conducting press conferences, writing press releases, developing brochures and other educational materials for distribution during Disaster and non disaster times. Perform guest speaking engagements on behalf of the agency. Provided administrative services to the Engineering Department which included tracking projects, administering the public assistance program to account for loss and expenditures following disasters.

Regional Marketing Director and Account Manager for VideoCart, Inc.

1992-1993

Responsible for Marketing and advertising of electronic couponing in Alabama, Mississippi, Louisiana and Florida Delchamp's grocery stores. Responsible for add layout, working with production and technical team. Compiled customer and couponing data, computed sales figures and presented to corporate on a monthly basis. Responsible for traveling to each store to promote the service and provide customer relations support for the corporate office.

Training Provided

Provides yearly training for City and County Government employees that have CrowderGulf pre-event debris management contracts in place. A detailed list of sessions can be provided upon request.

Certifications and Training

- USACE Construction Quality Management
- National Incident Management System, IS-100, 200, 700, 800
- National Incident Management System 300 &400 Instructor
- Advanced Level Certification/Emergency Management (ALEM)
- Certified/Licensed Emergency Manager (CLEM)
- CPR & Blood Pathogens

Education

- Bachelor of Arts and Science Degree - Radford University, Radford, Virginia

1991

Wesley Brian Smallwood

Project Manager

Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; CONTRACTS; ESTIMATING; SUBCONTRACTOR MANAGEMENT & COORDINATION; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Professional Overview

Brian worked as a Project manager in Atlanta, GA for one of the largest general contracting firms in the world. There he built a strong management foundation and obtained the necessary fundamentals to plan and coordinate with owners, engineers and government officials. Brian has the ability to estimate, propose, contract, coordinate, schedule, manage, budget, document and close-out a project from start to finish. These have proved helpful in the disaster recovery field as shown in the successful performance for the USACE in Joplin, MO and for the State of Virginia after Hurricane Irene.

Qualifications

- Project Manager CrowderGulf Debris Operations since 2011
- LEED Accredited Professional

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

Hurricane Irene (August 2011-October 2011)

- Project Manager for debris operations for Newport News, VA.

Reference - Hurricane Irene

Tim Shockley,
Solid Waste Administrator
City of Newport News
757-269-2652, tshockley@nngov.com

Reference - Joplin Tornado

Brian Shay
Corps of Engineers
QAS/COR
Brian.N.Shay@usace.army.mil

Joplin Tornado (June 2011 - September 2011)

- Operations Manager for USACE Mission
- Oversaw all operations for Crossroads reduction site

Additional Experience and Skills

J.E. Dunn Southeast dba R J Griffin & Company 2006 - 2010

- Created detailed monthly profit analysis inclusive of cost projections, labor logs, bond logs, material logs, equipment logs and transaction reports for review with the company officers.
- Projected and tracked all labor, equipment, materials and subcontractor cost for the duration of projects.
- Generated purchase orders, subcontracts, owner contracts, bid presentations, owner pay applications and the overall general contractor project schedules.
- Interfaced and communicated with clients regarding project status and coordinated as required to resolve issues with construction, procurement, and/or engineering.
- Participated in the estimating and bid process and successfully managed several projects I helped estimate.
- Led subcontractor scope meetings to negotiate and determine a full scope of work and totally inclusive subcontract price.
- Ran OAC (owner, architect and contractor) meetings to discuss the current status of projects, expected completion dates and up to date changes and cost.
- Acted as onsite Superintendent when necessary and was capable of running a safe and productive jobsite.
- Reviewed and approved all subcontractor pay application, material delivery schedules, shop drawings, submittals and their overall production schedules.

Certifications and Training

- USACE Construction Quality Management
- OSHA 30 hr
- National Incident Management System, IS-100, 200, 700, 800
- LEED AP
- National Pollutant Discharge Elimination System (NPDES)
- CPR & Blood Pathogens
- American Society of Healthcare Engineering

Training Provided

Provided yearly training for city and county municipalities that have CrowderGulf pre-event debris management contracts in place. A detailed list of sessions can be provided upon request.

Education

- Bachelor of Science in Building Science Auburn University 2000 - 2006

Edward Reid Loper, LEED AP

Senior Project Manager

Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; ESTIMATING; MARINE DEBRIS REMOVAL; LOGISTICS; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Professional Overview

Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. As PM, he has been responsible for managing over 1200 people and 400 pieces of equipment. Managing several projects at once is Reid's strong point and the BP project has consisted of simultaneously managing more than eight different major projects within the Area of Responsibility (AOR) for the BP Oil Spill operation. These projects ranged from sand screening, dredging, and vessel operations, to side scan sonar work. All projects have cumulatively exceeded \$130 million in invoicing and total project cost. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in Atlanta gave him vast knowledge in management, estimating, schedule and budget supervision.

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

Deep Horizon Oil Spill

- Senior Project Manager over the BP oil response for the entire state of Alabama.

Reference for Deep Horizon BP Oil Spill

Jim Poore
Baldwin County, AL Division Supervisor
251-225-5520, jpoore@bp.com

Alabama AOR BP Response (Manual Cleaning) - Project Value: \$80,000,000

July 2010-March 2012

Direct Manager of six different sites and project managers, totaling in approximately 720 in personnel and 250 pieces of equipment including marine operations and heavy equipment

Alabama AOR BP Response (Mechanical Cleaning) - Project Value: \$40,000,000

Nov. 2010 – March 2011

Description: Direct Manager of 12 different sand screening operation and four project managers, were the entire Alabama coast was excavated, screened, and placed back. This resulted in the screening of approximately four million cubic yards of sand with 200 pieces of equipment, and 480 operators and personnel. This process had never been performed before to remove oil material from sand.

Choate Construction Company

Various Commercial Construction Projects

- Assistant Project Manager of commercial construction projects ranging from \$4 to \$20 MM

June 2007-June 2010

Education

- Bachelor of Science in Aerospace Engineering

Auburn University 2007

Certifications and Training

- NASCLA Accredited (National Association of State Contractors Licensing)
- General Contracting licenses Alabama, Virginia, Louisiana, Mississippi, Georgia and South Carolina
- HAZWOPER 40 Hour and 8 Hour refresher
- OSHA 30 and 10 Hour refresher
- National Incident Management System ICS-100, 200, 300, 400, 241, 242, 632, 700, 702, 800, 810, 901 and 1900
- LEED AP (Leadership in Energy and Environmental Design Accredited Professional)

Additional Experience and Skills

CrowderGulf, LLC

2010 - present

- Direct manager of multiple project managers and respected projects, analyzing of contract requirements, profit/losses estimates (Daily and Monthly), and scheduling for over \$140 million in projects.
- Managed operations consisting of 1200 response personnel and over 600 pieces of equipment
- Highly involved in and conducting business development.
- Conducted quarterly performance reviews for clients, company growth, and quality control
- Qualified Individual for company general contractors license.
- Perform technical writing used in RFP responses and presentations.

Reid Loper
Page 2

- Look for new opportunities for future work and expanding markets
- Perform business models for expanding and growth of current company
- Assesses new and current projects to create estimates.
- Managed safety program along with insuring that safety and operations coincided.
- Maintained a company Safety TRIR of less than 2.0 for the past three years.
- Handle HR concerns, personnel consulting, and legal matters.
- Organize and conduct weekly progress meetings among management.
- Manage subcontractors from all aspects including: insurance, billing, subcontracts, and performance.
- Started sites from the ground up with facilities, personnel, and equipment.
- Negotiate contract terms, review, and executed client contracts.

Choate Construction Company

2007 - 2010

- Collaborates on the design, engineering, presentation, and project management of over \$45 million in new project development and completion.
- Assesses new and current projects to create estimates of over \$100 million.
- Directs the management of more than 150 subcontractors; maintains schedules and ensures projects are completed on time and under budget.
- Establishes project completion deadlines and consistently meets them.
- Reviews and addresses on-site safety and risk factors.
- Responds to and resolves daily operations issues.
- Experience with take-offs by hand and with on screen take-off.

Sun City Peachtree Amenity Center

Project Value: \$16,100,000

Project Manager

Duration: 16 Months

54,000 Square foot luxury clubhouse on a 15-acre site, complete with indoor running track, fitness center, ballrooms, theater, extensive tennis facility, indoor/outdoor pools, with tennis and pool house. Total of three separate buildings.

Del Webb at Lake Oconee Amenity Center

Project Value: \$8,700,000

Assistant Project Manager

Duration: 7 Months

28,000 Square foot luxury clubhouse on a 6-acre site, complete with fitness center, ballrooms, indoor/outdoor pools, tennis facility and pool house. Total of five separate buildings. Produced a gross profit of 19 percent.

Cobb County Parking Deck

Project Value: \$7,700,000

Assistant Project Manager

Duration: 12 Months

Five story 210,000 square foot, pre-cast parking deck.

Johnnie B. Moore Towers II - Independent Living

Project Value: \$4,200,000

Assistant Project Manager/Project Manager

Duration: 10 Months

45,000 Square foot HUD independent living facility, with of 56 units and common area, access control, and complete site package including an underground detention pond.

Sun City Peachtree Golf Clubhouse

Project Value: \$3,350,000

Project Manager

Duration: 6 Months

16,000 Square foot Golf Clubhouse, with basement storage for 72 golf carts, event dining, locker rooms, decorative wood trusses and fully functional restaurant and bar. Also includes two comfort stations on golf course and barn. Total of four separate buildings. \$2000 per day early finish incentive, finished 30 days early with a gross profit of 24 percent.

Consecrated Women's Residence at Pinecrest Academy

Project Value: \$3,100,000

Assistant Project Manager/Project Manager

Duration: 9 Months

23,000 Square foot multifamily residence housing 23 nuns, complete with commercial kitchen, and chapel.

Projects under \$2,000,000

Pinecrest Academy Lower School Renovation

Brookhaven Christian Church Renovation

First Baptist Church Youth and Children Facility

Little Lagoon Maintenance Dredging

BP Anchor Removal Program

BP Gabion Basket Removal

Dauphin Island, AL Berm Construction

Nick Pratt

Project Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Disaster Debris Management Experience

CrowderGulf Disaster Recovery, Theodore AL

2010-Present

Project Manager

- Lead the planning and implementation of project.
- Facilitate the definition of project scope, goals and deliverables.
- Define project tasks and resource requirements.
- Assemble and coordinate project staff.
- Manage project budget.
- Manage project resource allocation.
- Plan and schedule project timelines.
- Track project deliverables using appropriate tools.
- Provide direction and support to project team.
- Quality assurance.
- Constantly monitor and report on progress of the project to all stakeholders.
- Present reports defining project progress, problems and solutions.
- Implement and manage project changes and interventions to achieve project outputs.
- Project evaluations and assessment of results
- Managed large site for BP oil spill response, involving 200 + pieces of heavy equipment as well as Hurricanes Irene & Isaac debris removal.

Reference for City of Rocky Mount, NC
Jonathan Boone, Public Works Director
252-872-1290, jboone@rockymountnc.org

Reference for BP
Eddie Marshall
1245 Brandywine Lane, SE
Decatur, AL 35601
409-739-0554, eddie.marshall@bp.com

2011 Hurricane Irene Recovery, North Carolina & Virginia - Debris removal and reduction after Hurricane Irene

Edgecombe County, NC
Completion Date: 11/4/2011

Dee Waters, Purchasing Manager, 252-641-7888
Current Construction Value: \$1,519,737

Town of Robersonville, NC
Completion Date: 10/3/2011

Libby Jenkins, Town Manager, 252-508-0311
Current Construction Value: \$52,312

City of Rocky Mount, NC
Completion Date: 11/3/2011

Jonathan Boone, PW Director, 252-972-1290
Current Construction Value: \$2,971,515

Town of Williamston, NC
Completion Date: 9/10/2011

Brent Kanipe, Director of Planning & Development, 252-792-5142 Ext.227
Current Construction Value: \$129,325

2011 Tornado Recovery, Walker County, AL - Debris removal and reduction after tornado

USACE mission assigned contract CrowderGulf Prime sub for Phillips & Jordan
Completion Date: 8/2011

Clint Stephens, 828-479-3371
Current Construction Value: \$3,303,475

2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS

Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas
BP Oil Exploration & Production / O'Brien's Response Management / Orange Beach, AL / Baldwin County, AL / Dauphin Island, AL
Jeremiah Jefferies - AL Operations Mgr, 251-519-1334
Completion Date: 8/20/2010

Current Construction Value: \$129,390,001

Housing Demolition & Clearance, Prichard, AL - Demolition, clearance & disposal of debris from approximately 39 properties

City of Prichard, AL (CDBG Project)
Completion Date: 12/15/2010

Rob Bartlett, City of Prichard, 251-622-5635
Current Construction Value: \$118,440

Baldwin County Dredging Maintenance, Baldwin County, AL - Dredging of Little Lagoon Pass in Gulf Shores, AL on an as needed basis

Alabama Department of Transportation (ALDOT)
Completion Date: 12/2013

Phillip Presley, Contact Manager, 251-989-6319
Current Construction Value: \$1,284,000

CrowderGulf Disaster Recovery, Theodore AL

2003-2006

Field Supervisor

- Supervised teams during storm cleanup.
- Supervised debris reduction yards for Hurricane's Charlie, Ivan, Katrina, Rita.
- Consulted with local municipalities in regards to reduction and removal of storm debris.

Resume

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Nick Pratt

2006 Ditch Cleaning & Debris Removal, Atmore, AL - Drainage Improvements Throughout the City

City of Atmore, AL
Completion Date: 8/16/2006

Current Construction Value: \$93,262

2005 Hurricane Wilma Recovery - Debris removal, reduction and disposal after Hurricane Wilma

City of Pembroke Pines, FL
Completion Date: 1/20/2005

Shawn Denton, Director of Public Services, 954-437-1111
Current Construction Value: \$11,752,000

City of West Palm Beach, FL
Completion Date: 1/11/2006

Ken Reardon, Assistant City Administrator, 561-644-7483
Current Construction Value: \$3,333,174

City of Wilton Manors, FL
Completion Date: 10/29/2005-12/9/2005

David Archacki, EM Coordinator, 954-390-2190
Current Construction Value: \$1,706,597

2005 Hurricane Katrina Recovery - Debris removal, reduction and disposal after Hurricane Katrina

Baldwin County, AL
Completion Date: 3/1/2006

Kimberly Creech, Director, Finance & Accounting, 251-937-0303
Current Construction Value: \$3,748,310

City of Biloxi, MS
Completion Date: 5/23/2007

Jonathan Kiser, PE, Neel Schaffer, 228-374-1211
Current Construction Value: \$17,395,715

City of Daphne, AL
Completion Date: 10/10/2005

Ken Eslava, Former Public Works Director, 251-928-8003
Current Construction Value: \$642,000

City of Gulf Shores, AL
Completion Date: 2/20/2006

Mark Acreman, PE City Engineer, 251-968-1155
Current Construction Value: \$7,147,306

Hancock County, MS, Removal & Disposal of Junked/Abandoned Vehicles
Completion Date: 6/25/2007

Travis McCoy, Neel-Schaffer, 601-948-3071
Current Construction Value: \$360,000

Client: Harrison County, MS
Completion Date: 9/11/2005

Pamela Ulrich, Harrison Co Board of Supervisors, 1801 23rd Ave, Gulfport, MS 39502
Current Construction Value: \$608,369

Jackson County, MS
Completion Date: 8/31/2006

Jonathan Kiser, PE, Neel Schaffer, 228-374-1211
Current Construction Value: \$651,266

City of Orange Beach, AL
Completion Date: 8/30/2005

Phillip West, Environmental Manager
Current Construction Value: \$265,701

City of Pascagoula, MS
Completion Date: 7/31/2010

Key Kell, City Manager, 228-217-0330
Current Construction Value: \$22,535,788

City of Pembroke Pines, FL
Completion Date: 9/16/2005

Shawn Denton, Director of Public Services, 954-437-1111
Current Construction Value: \$730,000

City of Waveland, MS
Completion Date: 9/5/2005

Mayor Tommy Longo (now David Garcia), 228-467-4134
Current Construction Value: \$145,066

2005 Hurricane Dennis Recovery - Debris removal, reduction and disposal after Hurricane Dennis

City of Atmore, AL
Completion Date: 4/18/2006

Nina Downing, Acting Clerk
Current Construction Value: \$993,136

Baldwin County, AL
Completion Date: 8/27/2005

Kimberly Creech, Director Finance & Accounting, 251-937-0303
Current Construction Value: \$564,552

City of Destin, FL
Completion Date: 8/16/2005

Tim Pientinpol, Deputy Dir. Public Services, 850-837-8869
Current Construction Value: \$350,945

2004 Hurricane Ivan Recovery - Debris removal, reduction and disposal after Hurricane Ivan

State of AL Dept of Conservation & Natural Resources
Completion Date: 12/23/2005

Terry Boyd, Director, 334-868-9851
Current Construction Value: \$4,385,100

Resume

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Nick Pratt

Baldwin County, AL
Completion Date: 4/15/2005

Kimberly Creech, Director, Finance & Accounting, 251-937-0303
Current Construction Value: \$33,164,762

City of Daphne, AL
Completion Date: 10/10/2005

Ken Eslava, Former Public Works Director, 251-928-8003
Current Construction Value: \$2,196,324

Town of Loxley, AL
Completion Date: 11/28/2004

Thomas Hudson
Current Construction Value: \$718,154

City of Robertsdale, AL
Completion Date: 11/24/2004

Charles Murphy, Mayor, 251-947-8903
Current Construction Value: \$1,475,614

Additional Experience and Skills

Zehendner Disaster Relief, Hamilton MO

Supervisor

2006-2010

- Supervised the day to day operations of CrowderGulf's prime subcontractor.
- Managed fleet of large, self loading debris hauling trucks.
- Coordinated Safety program for disaster site workers
- Implemented maintenance program based on daily truck inspections
- Dispatched and routed trucks for Hurricane Ike debris removal.
- Managed Hurricane Ike, Wilma, and NY ice storm debris remediation.

2008 Hurricane Ike Recovery, Texas, Alabama - Debris removal, reduction and disposal after Hurricane Ike

City of Alvin, TX
Completion Date: 12/18/2008

David Kocurek, Public Safety Director, 281-388-4315
Current Construction Value: \$2,485,571

Brazoria County, TX
Completion Date: 11/13/2008

Stephanie Bradford, Data Specialist, 979-864-1265
Current Construction Value: \$254,205

Galveston County, TX
Completion Date: 9/12/2009

Connie Nicholson, Grants Coordinator, 409-682-3139,
Current Construction Value: \$84,145,785

City of Kemah, TX
Completion Date: 8/14/2009

R. W. Kerber, EMC / City Administrator, 281-334-1611
Current Construction Value: \$1,562,035

City of League City, TX
Completion Date: 1/10/2009

Denny Holt, EMC, 281-554-1300
Current Construction Value: \$4,108,866

City of Pearland, TX
Completion Date: 1/23/2009

Bill Eisen, City Manager, 281-852-1662
Current Construction Value: \$4,638,531

City of Santa Fe, TX
Completion Date: 10/26/2008

Barry Cook EMC Chief of Police / Public Safety, 409-925-3092
Current Construction Value: \$996,034

Texas General Land Office
Completion Date: 2/15/2010

Ben Au Architect Director, Construction Services, 512-436-8293
Current Construction Value: \$27,167,674

City of Texas City, TX
Completion Date: 10/27/2008

Bruce Clawson, Emergency Manager, 409-643-5840
Current Construction Value: \$3,578,002

2006 Flood Recovery, New York - Debris removal, reduction and disposal after flooding from storms

Union Concrete Constructors, Erie & Genessee Counties, NY
Completion Date: 1/7/2007
Completion Date: 1/18/2007

Jed Osinski, UCC Constructors, Inc., 716-822-5755
Current Construction Value: \$4,480,345
Current Construction Value: \$258,128

Education

- University of South Alabama, Mobile, AL

2000-2003

Certifications & Achievements

- NIMS ICS 010, 011, 100.b, 100FDA, 100.hch, 100.ieb, 100.pwb, 200.b, 394.a, 700.b, 800.b
- 40 hour HAZWOPER and Refresher: 30 hour OSHA Construction
- CPR and First Aid Certified

Resume

Wilber Ledet

Project Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT/MARINE DEBRIS CLEAN-UP

Relevant Qualifications

- Sixteen years of management experience in disaster recovery and marine debris.
- Expertise in managing stored vessel reclamation program.
- Assisted in the removal of hazardous substances from the vessels and coordinated their proper disposal.
- Sand removal, sand screening and beach berm construction, including sea oat replacement and right-of-entry program for sand reclamation on private property.
- Facilitated overall daily operations, training and safety programs on equipment for staff and customers.

Disaster Debris Management Experience

CrowderGulf, LLC – Theodore, AL

- **Project Manager** - Hurricane Isaac - Dauphin Island, AL *September 2012 to Present*
Managed clearing road ways of sand and debris. Screening approximately 166,000 cubic yards of sand to remove debris and place sand back on beach.
- **Supervisor** - Hurricane Isaac *September 2012*
City of Pascagoula, Ms. - Removal of storm debris from right of ways.
City of Biloxi, Ms. - Removal of storm debris from right of ways.
City of Orange Beach, AL - Removal of debris from beaches.
Walton County FL. - Removal of debris from beaches.
- **Project Manager** - BP MC252 Gulf Oil Spill - Baldwin County, AL *May 2010 to February 2012*
Managed up to 800 Hazwoper certified responders. Managed both manual and mechanical removal of oil from all of the beaches in Baldwin Co. Alabama. Attended daily operation meetings with BP, US Coast Guard, Alabama Department of Environmental Management. Attended weekly planning meeting with BP operations to assist with plans for the clean up activities for the State of Alabama. July 2010 was appointed to BP's Waste Management Board, assisted in reducing the use of non recyclable plastic on the response.

<i>Reference for BP Oil Spill</i> Mike Tucker 1245 Brandywine Lane, SE Decatur, AL35601 251-382-4810, mike.tucker@bp.com	<i>Reference for BP Oil Spill</i> Eddie Marshall 1245 Brandywine Lane, SE Decatur, AL35601 409-739-0554, eddie.marshall@bp.com
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- **Supervisor** - Hurricane Ike *January 2009 to November 2009*
Supervised removal of wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, Texas. Chanel clean up of Dickinson and League City Texas. Located and removed sunken vessels in the same water ways. Stored vessels and removed all fluids and disposed of vessels. Disposal of vessels in Port Arthur and Orange Texas.
- **Supervisor Strayham Construction** - Hurricane Ike *September 2008 to November 2008*
Supervised seven (7) curtain burn pits in Pearland Texas. Reduced by burning over 600,000 cubic yards of vegetative debris.

Certifications

- FEMA Certifications: *IS-00001, IS-00100.b, IS-00134, IS-00200.b, IS-00240.a, IS-00244.a, IS-00700.a, IS-00800.b, 40-Hr HazWoper, 30-Hr OSHA Construction Course*
- US Army Corps Of Engineers: *Construction Quality Management for Contractors #784*

Resume

Jason Zirlott

Project Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; MARINE DEBRIS CLEAN-UP; SIDE SCAN SONAR

Disaster Debris Management Projects Completed

CrowderGulf / Mobile, AL

2005-Present

Project Manager

- Expertise in High Resolution Side Scan Sonar Operation
- Eleven Years experience in Marine Debris Detection and Removal
- Boat Captain over ten years
- Data Collection and Processing

2010 Hurricane Katrina

- High Resolution Side Scan Sonar, Lake Pontchartrain
- Water Debris Clean- Up, Lake Pontchartrain

2009 Hurricane Ike

- Texas Galveston Bay, Trinity Bay, Coast Line Side Scan Sonar
- High Resolution Side Scan Sonar, Louisiana, Caminada Bay
- Water Debris Clean-Up Texas, Sabine Pass

2008 Hurricane Rita, Calcasieu LA

- Vermillion Bay, High Resolution Side Scan Sonar

Reference - LA Wildlife & Fisheries
Leo Richardson 225-439-5578

2006/2007 Hurricane Katrina

- Mississippi Coast Line to Half Mile Job, water debris clean-up, High Resolution Side Scan Sonar
- Mississippi Half Mile to Four Mile Job, High Resolution Side Scan Sonar
- Louisiana, Lake Borgne, Lake Pontchartrain Middle Ground Side Scan Sonar
- Hurricane Rita, Lake Calcasieu Side Scan Sonar

2006 Hurricane Katrina

- Mississippi, Gulf Port Harbor Side Scan Sonar

2005 Hurricane Ivan & Katrina /Water Debris Clean-up

- Alabama Gulf Coast-line Little Lagoon Pass to Florida State Line Side Scan Sonar
- Little Lagoon, Fish River, Weeks Bay, Dauphin Island Side Scan Sonar

Gulf Equipment / CrowderGulf / Mobile, AL

2005

Project Manager

- Supervised and performed Water Debris Removal

Additional Experience

Self Employed / Fowl River, AL

2001-2005

Commercial Fisherman

- Captain/Owner of Documented Vessel
- Navigating
- Operating Hydraulic Wenches
- Mechanical Engineer

Certifications

Sea Scan PC, Chesapeake Technology Sonar Wiz, Intro to Hydrography, Comet, P-Sea Wind Plots, Sonar Wiz map 5, Map Source, GPS-Utility, CPR/First Aid, TWIC

Resume

Dan Rackard

Marine Division Project Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; MARINE DEBRIS CLEAN-UP; SIDE SCAN SONAR

Disaster Relief Operations

Participated in the following in varying degrees from Equipment Operator to Project Manager over the last 36 years:

- Hurricane Frederick, Iniki, George, Rita, Ivan, Katrina, Gustav, Ike, Irene, Isaac
- Earthquake – Incerlick, Turkey
- Forest Fires – Montana, Idaho
- Snow Storms – New York
- Ice Storm – Kansas City
- Flooding – Southern France, Korea
- Tornado – Limon, Colorado

Disaster Debris Management Experience

CrowderGulf

March 2005-Present

Marine Division Project Manager

Responsible for projects on open water and inland waterways, including wetlands, drainage canals and ditches. Primarily responsible for debris removal, work has included drainage restoration and wetland remediation, as well as dune construction, sand reclamation and beach re-nourishment. Managed over 30 jobs over 300,000 man hours and equipment hours without time lost accident. All jobs brought in ahead of schedule and under budgeted price.

Matthews Marine/Gulf Equipment Ventures Project Manager

July 2006 - August 2007

Managed 4 separate projects for the US Coast Guard, involving marine debris removal from waters in the state of Mississippi. Work included working in sensitive wetland areas, as well as coastal waters. All projects were completed ahead of schedule.

2011 Hurricane Irene Recovery, NC Counties: Currituck, Bertie, Perquimans, Washington, Pasquotank, Dare, Camden, Gates, Northampton, Hertford, Chowan, Hyde, Tyrrell

NCDOT - *Debris removal and reduction after Hurricane Irene* Jerry Jennings, Division Engineer, 252-482-7977
Completion Date: 10/22/2011 Current Construction Value: \$1,073,062

2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS

Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas

BP Oil Exploration & Production / O'Brien's Response Management / Orange Beach, AL/ Baldwin County, AL/ Dauphin Island, AL
Jeremiah Jefferies – AL Operations Mgr, 251-518-1334
Completion Date: 8/20/2010 Current Construction Value: \$129,390,001

Housing Demolition & Clearance, Prichard, AL

City of Prichard, AL (CDBG Project) - *Demolition, clearance & disposal of debris from approximately 39 properties*
Rob Bartlett, City of Prichard, 251-622-5635
Completion Date: 12/15/2010 Current Construction Value: \$118,440

Lake Ponchatrain Plane Recovery, Lake Ponchatrain, LA

U.S. Navy - *Recovered a plane at the bottom of Lake Ponchatrain*
CDR John Hensel, 850-696-9500
Completion Date: 01/23/2010 Current Construction Value: \$3,500

Baldwin County Dredging Maintenance, Baldwin County, AL

Alabama Department of Transportation (ALDOT) - *Dredging of Little Lagoon Pass in Gulf Shores, AL on an as needed basis*
Phillip Presley, Contact Manager, 251-989-6319
Completion Date: 12/2013 Current Construction Value: \$1,284,000

2009 Tropical Storm Ida Recovery, Dauphin Island, AL

Town of Dauphin Island, AL - *Emergency PUSH, sand screening and beach reclamation after Tropical Storm Ida*
Jeff Collier, Mayor, 251-861-5525
Completion Date: 4/12/2010 Current Construction Value: \$922,471

Resume

2008 Hurricane Gustav Recovery, Dauphin Island, AL

Town of Dauphin Island, AL - *Emergency PUSH and various repair/improvement after Hurricane Gustav*

Jeff Collier, Mayor, 251-861-5525

Completion Date: 9/10/2008

Current Construction Value: \$53,313

2008 Hurricane Ike Recovery, Texas, Alabama - Debris removal, reduction and disposal after Hurricane Ike

City of Bayou Vista, TX

Completion Date: 10/29/2008

Chief Ed Lucas, Chief of Police, 409-935-0449

Current Construction Value: \$798,580

City of Beaumont, TX

Completion Date: 4/15/2009

Kyle Hayes, City Manager, 409-880-3708

Current Construction Value: \$11,948,522

City of Clear Lake Shores, TX

Completion Date: 10/7/2009

Paul Shelley, City Administrator, 281-334-2799

Current Construction Value: \$633,545

Town of Dauphin Island, AL

Completion Date: 3/13/2009

Jeff Collier, Mayor, 251-861-5525

Current Construction Value: \$3,245,527

City of Dickinson, TX

Completion Date: 2/3/2009

Captain Steve Krone, 281-377-2489

Current Construction Value: \$2,309,107

City of Friendswood, TX

Completion Date: 1/13/2009

Mr. Terry Byrd, EMC, Fire Marshall, 281-996-3335

Current Construction Value: \$4,054,033

City of Kemah, TX

Completion Date: 8/14/2009

R. W. Kerber, EMC / City Administrator, 281-334-1611

Current Construction Value: \$1,562,035

City of LaMarque, TX

Completion Date: 1/21/2009

Todd Zacherl, Fire Chief, 409-938-9261

Current Construction Value: \$1,875,469

City of League City, TX

Completion Date: 1/10/2009

Denny Holt, EMC, 281-554-1300

Current Construction Value: \$4,108,866

Texas General Land Office

Completion Date: 2/15/2010

Ben Au, Architect Director, Construction Services, 512-436-6293

Current Construction Value: \$27,167,674

Village of Tiki Island, TX

Completion Date: 3/23/2009

Tim Cullather, Emergency Management, 409-938-4932

Current Construction Value: \$917,649

Red Drift Algae Beach Cleanup, Sanibel Island, FL - Hand-Rake and removed red drift algae from beach

City of Sanibel Island, FL

Completion Date: 2/18/2007

Gates Castle, Public Works Director, 239-472-6397

Current Construction Value: \$65,716

Ditch Cleaning & Debris Removal, Atmore, AL - Drainage improvements throughout the City

City of Atmore, AL

Completion Date: 8/16/2006

Current Construction Value: \$93,262

2005 Hurricane Rita Recovery, Dickinson, TX - Emergency PUSH and debris removal after Hurricane Rita

City of Dickinson, TX

Completion Date: 10/18/2005

Ivan Langford, City Administrator

Current Construction Value: \$92,554

2005 Hurricane Wilma Recovery, Florida -

Waterway debris removal and drainage improvements after Hurricane Wilma

Collier County, FL

Completion Date: 9/10/2006

Ms. Margaret Bishop, PE, Senior Project Manager, 239-213-5897

Current Construction Value: \$2,508,500

Lee County, FL

Completion Date: 6/4/2006

John Wilson, Public Safety Director, 239-533-3905

Current Construction Value: \$8,386,000

2005 Hurricane Katrina Recovery, Alabama & Mississippi -

Debris removal and recovery after Hurricane Katrina; Demolition projects and disposal of asbestos;

Baldwin County, AL

Completion Date: 3/1/2006

Kimberly Creech, Director, Finance & Accounting, 251-937-0303

Current Construction Value: \$3,748,310

City of Biloxi, MS

Completion Date: 5/23/2007

Jonathan Kiser, PE, Neel Schaffer, 228-374-1211

Current Construction Value: \$17,395,715

City of Gulf Shores, AL

Completion Date: 2/20/2006

Mark Acreman, PE City Engineer, 251-968-1155

Current Construction Value: \$7,147,306

City of Gulfport, MS
 Completion Date: 9/20/2006

Bill Powell, Director of Engineering, 228-868-5815
 Current Construction Value: \$10,282,357

Hancock County, MS -
Removal & Disposal of Junked/Abandoned Vehicles
 Completion Date: 6/25/2007

Travis McCoy, Neel-Schaffer, 601-948-3071
 Current Construction Value: \$360,000

Harrison County, MS
 Completion Date: 9/11/2005

Pamela Ulrich, Harrison Co Board of Supervisors
 Current Construction Value: \$608,369

State of Louisiana Dept. of Wildlife & Fisheries
 Completion Date: 1/16/2011

Martin Bourgeois, Marine Fisheries Biologist, 225-765-2401
 Current Construction Value: \$5,143,200

City of Orange Beach, AL
 Completion Date: 8/30/2005

Phillip West, Environmental Manager
 Current Construction Value: \$265,701

City of Pascagoula, MS
 Completion Date: 7/31/2010

Kay Kell, City Manager, 228-217-0330
 Current Construction Value: \$22,535,788

2005 Hurricane Dennis Recovery, Florida & Alabama - Debris removal and disposal, after Hurricane Dennis

City of Atmore, AL
 Completion Date: 4/18/2006

Nina Downing, Acting Clerk
 Current Construction Value: \$993,136

Baldwin County, AL
 Completion Date: 8/27/2005

Kimberly Creech, Director, Finance & Accounting, 251-937-0303
 Current Construction Value: \$564,552

Escambia County, FL
 Completion Date: 11/9/2007

Richard Noyes, Chief of Operations, Parks & Recreation Department, 850-475-5220
 Current Construction Value: \$6,413,449

City of Flomaton, AL
 Completion Date: 8/19/2005

Nina Downing, Acting Clerk
 Current Construction Value: \$62,883

Additional Experience and Skills

City of Gulf Shores

Contract Labor Supervisor

September 2004 - March 2005

- Supervised a 20 man labor crew in debris removal within the City of Gulf Shores following Hurricane Ivan.

Superintendent Streets and Drainage

July 1988 - April 2001

- Supervised 16 person city work crew in maintaining all streets and drainage for the city. Managed an 11 million dollar operating budget

University of West Florida

Engineering Construction Management

September 2004 - March 2005

- Student

U. S. Army

First Sergeant

July 1976 - April 1998

- Senior non-commissioned officer of a 250 man construction engineer company. Primarily responsible for the training, health, welfare and morale of a forward deployed, heavy construction engineer company.
- Military Awards: Legion of Merit; (2) Meritorious Service Medals; (5) Army Commendation Medals; Numerous Campaign and Service Medals; Bronze De Fleury Medal

Education & Certifications

2012 NIMS Certified
 Completed over 150 FEMA Courses
 Asbestos Supervisor
 Mold Removal Specialist
 Watershed Management
 Landfill Operators Basic
 C&D Debris Management
 Demolition Safety
 Hazardous/toxic Waste Management
 Sea Scan PC

2012 Chesapeake Technology Sonar Wiz
 Introduction to Hydrography
 Ocean Acoustics
 CPR/First Aid
 Cold Weather Safety
 Padi-Dive Master
2008 Construction Quality Management
1991 U. S. Army First Sergeants Course
1985 U. S. Army Advance Engineer Course
1984 St. Thomas Aquinas College AA Business

Jeff Zemlik

Safety Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS SAFETY; EMERGENCY PLANNING/MANAGEMENT; SAFETY PLANNING AND POLICY IMPLEMENTATION

Relevant Qualifications

- Nine years of experience in Safety Management.
- Possesses ability to strategically plan and execute all phases of construction safety.
- Uses effective management strategies to maintain safety budgets based on both project and yearly goals.
- Skilled at learning new concepts quickly, working well under pressure, and communicating ideas clearly and effectively, as well as implementing standardized policies and procedures.
- Extremely flexible with last minute changes and additions to maximize customer satisfaction and employee safety.
- Proven ability to maintain stellar relations with both employee's and clients.
- Completed over 1.5 million hours of safe work during large scale disaster cleanup operations.

Disaster Debris Management Experience

CrowderGulf

May 28th, 2010-Present

Safety Consultant, Site Lead, Safety Manager

- Reviewed, evaluated, and analyzed work environments, design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents in the arena of environmental safety, marine operations, and general site safety.
- Created and implemented safety procedure and policy, as well as created all original safety plans specifically pertaining to the individual job or project.
- Conducted Inspections and enforced adherence to laws and regulations.
- Held daily safety meetings concerning various topics of personnel safety and training.
- Monitored the JSA process, including storage both physically and electronically.
- Monitored all forms of documentation and document preservation.
- Followed through with incident investigation to ensure that all required policies were followed. Trained, motivated and managed team of up to 16 safety observers.
- Aggressively case managed all cases of injury.
- Issued permit to work, lift permits, hot-work permits, LO/TO program and ground disturbance permits.
- Adjunct Hazwoper instructor for over 240 employees'.

2012 Hurricane Isaac Cleanup

Debris removal and reduction after Hurricane Isaac for the cities of Pascagoula, Gulf Port, and Biloxi in Mississippi with no first aid or OSHA recordable incidents.

2011 Hurricane Irene Recovery, North Carolina & Virginia

Debris removal and reduction after Hurricane Irene for over 20 municipalities in the North Carolina and Virginia area with no first aid or OSHA recordable incidents.

*Reference - City of Rocky Mount, NC
Jonathan Boone, Public Works Director
252-972-1290
Construction Value \$2,971,515*

2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS

Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas; BP Oil Exploration & Production/ O'Brien's Response Management/ Orange Beach, AL/ Baldwin County, AL/ Dauphin Island, AL

*Reference - BP
Jeremiah Jefferies, AL Operations Manager
251-518-1334
Construction Value \$129,390,001*

Jeff Zemlik

Page 2
Jeff Zemlik

Additional Experience and Skills

Marriott - Hutchinson Island, Stuart, FL (772)225-3700

2006 to 2008

Director of Banquets

Created and monitored Chemical Hazard Communication area in compliance with OSHA [29CFR 1910.1200 App E]. Educated associates on proper labeling of hazardous chemicals and knowledge of Material Safety Data Sheets. Created communication board to inform workers of potential hazards. Kept all places of employment clean and orderly and in sanitary condition. Walking/Working Surfaces Standard [29 CFR 1910.22(a)(1)]. Kept floors clean and dry. Where wet processes are used, maintain drainage, and provided false floors, platforms, mats, or other dry standing places where practicable [29 CFR 1910.22(a)(2)]. Created programs to allow associates to purchase Safety shoes[29 CFR 1910.22-30] and have the cost of shoes deducted from employee's payroll. Safety Committee Chair 2007-2008

Hilton Clearwater Beach - Clearwater Beach, FL

2003 to 2006

Assistant Banquet Manager

Created and monitored Chemical Hazard Communication area in compliance with OSHA[29 CFR 1910.1200. Educated associates on proper labeling of hazardous chemicals and knowledge of Material Safety Data Sheets. Created communication board to inform workers of potential hazards. Kept all places of employment clean and orderly and in a sanitary condition. Walking/Working Surfaces Standard [29 CFR 1910.22(a)(1)]. Keep floors clean and dry. Where wet processes are used, maintain drainage, and provide false floors, platforms, mats, or other dry standing places where practicable 29 CFR [1910.22(a)(2)]. C.A.R.E. committee chair, 2004

Arrow Equipment/United Rentals - Chicago, IL

2001 to 2002

Sales/Acting Branch Manager

Sold, service and maintained trench support equipment in compliance with OSHA [29 CFR 1926.650 - 652]. Sold and advised on various PPE (including but not limited to respirators, hard hats, safety glasses, safety gloves) equipment in accordance with OSHA [29 CFR 1910.132-.140]. Conducted safety training and education programs, and demonstrated the use of safety equipment.

Rite Way Masonry – Chicago, IL

1995 to 2001

Safety Manager

Monitored for any and all safety concerns. Conducted weekly safety audits for OSHA compliance. Conducted weekly safety meeting, daily toolbox meetings, as well as created and preserved JSA and risk assessment. Instructed masons and labors on MSDS for various chemicals as well as any immediate safety related items. Created safety policy and procedure in regards to Off Road Forklift use (Pettibone).

Education

- A.A. Concentration Organizational Management
- B.A. Occupational Health and Safety

Indian River State College, Ft. Pierce, Florida
Columbia Southern, Gulf Shores, Alabama(currently Enrolled)

Certifications

- 40 Hour Hazwoper Certificate,
- SONS & TWIC
- OSHA 10 Hour General Industry
- OSHA 30 Construction
- OSHA 510 & 500
- ICS 100, ICS 200, ICS 300, ICS 400, ICS 700, ICS 800, ICS 240
- Leadership & Influence,
- DOT Supervisor,
- Root Cause and Incident Training
- U.S.A.C.E Construction Quality Management
- U.S.A.C.E. 385-1-1 40 hour

Jeff Zemlik

Mike Moulder

Project Manager

Areas of Expertise

DISASTER RECOVER AND DEBRIS MANAGEMENT OPERATIONS / MARINE DEBRIS CLEAN-UP

Professional Qualifications

- Supervise workers engaged in receiving, storing, testing, and shipping products or materials.
- Interview, select, and train all types of personnel.
- Plan, develop, or implement workplace safety and security programs and activities.
- Direct implementation of correspondences, reports, operations, maintenance, and safety manuals.
- Issue shipping instructions and provide routing information to ensure that delivery times and locations are coordinated.
- Confer with department heads to coordinate workplace activities, such as production, sales, records control, or purchasing.
- Review invoices, work orders, consumption reports, or demand forecasts to estimate peak delivery periods and to issue work assignments.
- Inspect physical conditions of workplace, vehicle fleets, or equipment and order testing, maintenance, repairs, or replacements.
- Schedule or monitor air or surface pickup, delivery, or distribution of products or materials.

Reference
Dare County, NC
 Clyde Guard, Assistant Public Works Director
 252-475-5843

Disaster Debris Management Experience

CrowderGulf Disaster Recovery & Debris Management, Theodore, AL

2005-2012

Serving as the single point of contact for Projects I took responsibility for all aspects of the development and implementation of assigned projects. Hiring, Training and Managing all employees. Conducted project and safety meetings. Prepared briefings and program status reports for DAO and local government officials. Coordinating all day to day activities. Ensuring adherence to reviewed project deliverables. Managed the integration of vendor tasks as well as tracked and reviewed vendor deliverables. Provided technical and analytical guidance to project team. Recommended and took action to direct the analysis and solutions of all problems.

• Project Manager	Hurricane Isaac	Key West, FL	2012
• Project Manager	Hurricane Irene	Hatteras Island, NC	2011
• TDRS Manager	Joplin Tornado	Joplin, MO	2011
• Project Manager	B.P. Dredging Operations	Gulf Shores, AL	2010
• Project Manager	Sonar and Debris Removal	New Orleans, LA	2009
• Project Supervisor	Waterway Debris Removal	Sabine Lake Port Arthur, TX	2008
• Project Manager	Hurricane Ike	Beaumont, TX	2008
• Project Manager	Hurricane Katrina	Lafourche Parish, LA - USCG	2005
• Project Supervisor	Hurricane Rita	Jefferson County, TX	2005

New Image Promotions, Inc., Owner and Operations Manager, Panama City, FL

2000-2009

Customer Relations: Royal America Management, Berg Pipe, EB Pipe Coating, St. Joe Company, Bay County Government Agencies, Spinnaker Night Club, and many others.

Dobbs Appliance Repair, Co-Owner

2004-2008

Moulder & Sons Mobile Homes, Lot Manager

1995-2000

Moulder's Mobile Home Park, Owner

1991-2005

G.M.I. Industries (Century Boats), Plant Supervisor/Manager

1989-1993

Certifications and Credentials Held

OSHA 30 Hour Construction Industry, 40 Hour Hazwoper, Basic CPR/FA/BBP, Sonar Wiz Certified, PADI open water diver, Safety Plus cold weather awareness, Introduction to Hydrography, Introduction to Ocean Acoustics: FEMA IS-00001, IS-00007, IS-00016, IS-00100, IS-00102, IS-00200, IS-00208, IS-00240, IS-00241, IS-00242, IS-00292, IS-00630, IS-00632, IS-00700, IS-00800B, TWIC Card, SONS Contractor Card, PEC Premier Card, Florida Drivers License

Resume

DOUGLAS E. NELSON

Weeks Marine, Inc.
 304 Gaille Drive
 Innwoods Business Park
 Covington, LA 70433

SUMMARY:

1993 - Present - Weeks Marine, Inc. - Superintendent/CQC Systems Manager/Assistant CQC Systems Manager/Project Manager/Operations Manager

Responsible for the Contract performance. Resolves any problem that cannot be resolved on the project by the Quality Control System Manager and his staff. Has the authority to sign the daily quality control reports. Overall supervision of all contract aspects, dredge and engineering personnel and subcontractors

Extensive experience in bucket machine operations, land surveying, hydrographic surveying, quality control management and reporting.

1985 - 1993 - American Dredging Co., Superintendent

Duties consisted of monitoring safety regulations and holding weekly safety meetings, communicating with the Contracting Officers and Government agencies, fluent in Quality Control and Daily Dredging reports.

EDUCATION:

1985 - Graduate – Bachelor of Science, Massachusetts Maritime Academy Marine Transport

February 14, 2008 Completed the U. S. Corps of Engineers Construction Quality Management for Contractors course

March 2012 Completed the U.S. Army Corps of Engineers Beach Nourishment Archaeological Monitoring Course

WORK EXPERIENCE:

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W912BU-12-C-0046 300,000 cubic yards \$7,739,650.00	Cape May, New Jersey Beachfill Philadelphia District	Project Manager

DOUGLAS E. NELSON

Resume

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WORK EXPERIENCE: (Cont'd)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W912BU-11-C-0034 1,375,000 cubic yards \$15,951,321.00	Absecon to Great Egg Harbor Atlantic City & Ventnor City, NJ Beachfill, Philadelphia District	Project Manager
Private 1,005,457 cubic yards \$11,793,995.55	2011 Strathmere and Sea Isle City Beachfill New Jersey	Project Manager
W912BU-11-C-0010 321,000 cubic yards \$4,144,165.00	Long Beach Island – Surf City Philadelphia District Beachfill	Project Manager
W912HY-10-C-0030 4,458,000 cubic yards \$11,519,500.00	Sabine-Neches Waterway Pipeline Dredging Galveston District	Project Manager
Private 18,367 cubic yards \$174,900.00	KC Railroad Dock, TX Maintenance Dredging	Project Manager
Private Rental \$277,750.00	Motiva Docks, TX Maintenance Dredging	Project Manager
Private Rental	Emergency Barrier Berm Project Pelican Island, LA	Project Manager
W912BU-09-C-0046 2,700,000 cubic yards \$23,623,070.00	Long Beach Island-Harvey Cedars, NJ Philadelphia District Beachfill	Project Manager
W912DS-09-C-0009 133,525 cubic yards \$1,481,955.00	Sandy Hook Channel New York Harbor, NY	Project Manager
W912BU-08-C-0042 950,000 cubic yards \$8,505,000.00	Dewey Beach, Delaware Beachfill Philadelphia District	Project Manager
W912HN-08-C-0037 650,000 cubic yards \$6,802,000.00	Dare County, NC Oregon Inlet Wilmington District	Project Manager

WORK EXPERIENCE: (Cont'd)

DOUGLAS E. NELSON
Resume
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<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
Private 845,000 cubic yards \$8,386,850.00	Isle of Palms, SC Beach Restoration	Project Manager
W912BU-07-C-0017 3,437,200 cubic yards \$21,290,915.00	Bethany Beach & S. Bethany Beach, DE - Beachfill Philadelphia District	Project Manager
Private 70,000 cubic yards \$430,500.00	Middlesex Beach, DE Beachfill	Project Manager
Private 350,000 cubic yards \$2,152,500.00	Sea Colony Beach, DE Beachfill	Project Manager
W912HP-05-C-0003 2,338,000 cubic yards \$12,115,200.00	Folly Beach Beachfill Charleston District	Project Manager
Private 4,615,572 cubic yards \$18,600,937.40	APM Terminals Maintenance	Project Manager
Private 1,006,000 cubic yards \$9,888,470.00	Bogue Inlet, NC Erosion Response Project	Project Manager
W912PM-04-C-0015 906,000 cubic yards \$4,630,400.00	Oregon Inlet, NC Maintenance Wilmington District	Project Manager
DACW61-03-C-0014 600,000 cubic yards \$8,859,000.00	Ocean City, New Jersey Maintenance, Philadelphia District	Project Manager
DACW54-03-C-0015 Rental \$4,485,975.00	Oregon Inlet Maintenance, Wilmington District	Project Manager
Private 833,000 cubic yards \$3,985,475.00	Stump Pass, Port Charlotte, FL Maintenance	Project Manager

WORK EXPERIENCE: (Cont'd)

Contract Number/

DOUGLAS E. NELSON

Resume

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Cubic Yards/

Total Contract AmountContract Name/Corps DistrictPosition

	Poplar Island Maintenance Baltimore District	Operations Manager Clamshell Group
DACW31-02-C-0005 4,600,000 cubic yards \$23,500,000.00	Baltimore Harbor Channel New Work, Baltimore District	Operations Manager Clamshell Group
DACW17-00-C-0029 633,833 cubic yards \$8,517,487.90	St. Petersburg Harbor Maintenance, Jacksonville District	Operations Manager Clamshell Group
	Little Creek Naval Base Maintenance US Navy	Operations Manager Clamshell Group
	KVK 4A New Work New York District	Operations Manager Clamshell Group
	World Trade Center Emergency Dredging New York District	Operations Manager Clamshell Group
	Red Hook Maintenance New York District	Operations Manager Clamshell Group
	NY, NJ Port Authority Maintenance	Project Manager/ Operations Manager

RICHARD JAMES
Weeks Marine, Inc.
304 Gaille Drive
Innwoods Business Park
Covington, LA 70433

SUMMARY:

- 1996 – Present - Weeks Marine, Inc. – Superintendent/Project Manager/
CQC Manager/Assistant Project Manager/QC Representative
- Responsible for the Contract performance. Overall supervision of all contract aspects, dredge and engineering personnel and subcontractors. Resolves any problem that cannot be resolved on the project by the Quality Control System Manager and his staff. Has the authority to sign the daily quality control reports.
- QC Manager** Duties:
- Review of contract plans, specifications and contract requirements to insure proper implementation of methods for project Quality Control.
 - Project QC oversight to ensure contract compliance for all definable features of work including but not limited to hydrographic surveys, dredge location control, daily reports, three-phase QC meeting implementation, water quality monitoring and reporting, safety compliance, inspection, and deficiency tracking in QCS.
 - Knowledge and understanding of basic survey data acquisition and post data processing and ability to analyze the processed data. Understand GPS, Heave and Swell compensator, Hypack, and automated tide gauge systems.
 - Familiar with dredging and disposal operations for hopper, pipeline or clamshell dredges.
 - Familiar with DQM (Silent Inspector) system for hopper dredges including system components for data acquisition, raw data forwarding methods, raw data parsing, data review and analysis.
- 1995 – 1996 - Weeks Marine, Inc. - Corporate Safety Director
- 1994 – 1995 - Weeks Marine, Inc. - Administrative Coordinator
- 2/1993 – 11/1993 - Bean/Weeks J.V. – CQC Representative
- 1991 – 1993 - Suburban Propane – Manager – Business Development
- 1985 – 1991 - Petrolane Gas Service – Area Manager/District Manager
- 1975 – 1985 - Pyrofax Gas Corporation – Branch Manager/Service Manager/Service Man

RICHARD JAMES

Resume

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EDUCATION:

- August 13, 2009 - Completed the U. S. Corps of Engineers Construction Quality Management for Contractors course
- 1987 - Stockton State College
B. S. in Business Administration
- 1970 - Graduate – Cumberland County College,
A.S. in Accounting

WORK EXPERIENCE:

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W912EP-12-C-0021 453,000 cubic yards \$6,383,250.00	Jacksonville Harbor Maintenance Dredging Jacksonville District	Project Manager Quality Control Manager
W912BU-12-C-0046 300,000 cubic yards \$7,739,650.00	Cape May, New Jersey Beachfill Philadelphia District	Project Manager Quality Control Manager
W912HP-12-C-0002 1,320,000 cubic yards \$6,890,000.00	Lower Charleston Harbor & Wando Charleston District	Project Manager Quality Control Inspector
W912DS-12-C-0002 400,545 cubic yards \$6,450,283.75	Sandy Hook Channel Maintenance Dredging New York District	Project Manager
W912DS-11-C-0024 809,000 cubic yards \$12,913,250.00	Monmouth Beach, NJ Beach Renourishment New York District	Quality Control Manager
W912BU-11-C-0010 321,000 cubic yards \$4,144,165.00	Long Beach Island – Surf City Philadelphia District Beachfill	Quality Control Manager
W912HP-11-C-0002 1,530,000 cubic yards \$6,170,250.00	Charleston Harbor, SC Maintenance Dredging Charleston District	Project Manager

RICHARD JAMES

Resume

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WORK EXPERIENCE: (Cont'd)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
N40085-10-C-7213 495,290 cubic yards \$5,838,058.50	Little Creek, VA Bucket Dredging	Project Manager
Private Rental	Emergency Barrier Berm Project Pelican Island, LA	Project Manager Quality Control Manager
W912BU-09-C-0046 2,700,000 cubic yards \$23,623,070.00	Long Beach Island, NJ Harvey Cedars Philadelphia District, Beachfill	Quality Control Manager
W912DS-09-C-0009 133,525 cubic yards \$1,481,955.00	Sandy Hook Channel New York Harbor, NY	Project Manager
W912BU-08-C-0042 950,000 cubic yards \$8,505,000.00	Dewey Beach, Delaware Beachfill Philadelphia District	Project Manager Alt CQC Manager
W912DS-08-C-0023 960,000 cubic yards \$12,050,350.00	Long Branch, NJ Beach Erosion Control New York District	Project Manager Alt. CQC Manager
Private 4,687,000 cubic yards \$42,627,300.00	Seagirt & Dundalk Baltimore, MD	Project Manager
W912BU-06-C-0022 729,000 cubic yards \$4,768,350.00	Upper Chesapeake Maintenance Philadelphia District	Project Manager
W912EP-05-C-0021 1,950,000 cubic yards \$10,671,100.00	Canaveral, FL Multi-Year Maintenance Dredging Jacksonville District	Project Manager CQC Manager

RICHARD JAMES

Resume

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WORK EXPERIENCE: (Cont'd)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W912DR-05-C-0032 3,011,700 cubic yards \$21,629,280.00	Baltimore Harbor Maintenance	Alternate CQC Systems Manager
W912EP-05-C-0021 1,950,000 cubic yards \$10,671,100.00	Canaveral, FL Multi-Year Maintenance Dredging Jacksonville District	Project Manager CQC Manager
W912BU-04-C-0019 2,018,100 cubic yards \$12,778,106.20	Cape May, NJ Maintenance Norfolk District	CQC Systems Manager
DACW31-03-C-0047 1,731,500 cubic yards \$10,213,750.00	Baltimore Harbor & Channels Maintenance, Baltimore District	Superintendent/ Project Supervisor
DACW31-02-C-0005 2,329,620 cubic yards \$22,309,258.50	Baltimore Harbor Channel Maintenance, Baltimore District	Superintendent/ Project Supervisor
DACW31-02-C-0052 191,026 cubic yards	Poplar Island	Superintendent/ Project Supervisor
Private Rock \$3,334,000.00	Hillsboro Inlet, FL Dredging Rock, Jacksonville District	Asst. Project Manager
Private 445,500 cubic yards \$4,000,000.00	Jaxport New Work	Asst. Project Manager
Private 2,005,000 cubic yards \$7,776,750.00	So. Amelia Island, FL Beach Renourishment, Jacksonville District	CQC Manager
DACW54-02-C-0002 1,446,000 cubic yards \$3,879,080.00	Wrightsville & Masonboro Beaches, Maintenance and Beach Renourishment, Wilmington District	CQC Manager

RICHARD JAMES

Resume

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WORK EXPERIENCE: (Cont'd)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
DACW61-02-C-0018 133,677 cubic yards \$889,604.90	Fairless Turning Basin, Maintenance, Philadelphia District	CQC Manager
DACW51-99-C-0023 3,100,000 cubic yards	Asbury to Manasquan Beach Erosion Control New York District	CQC Manager
DACW51-98-C-0079 4,000,000 cubic yards	Atlantic Coast of NJ Beach Erosion Control New York District	CQC Manager
DACW51-94-C-0008 5,000,000 cubic yards	Atlantic Coast of NJ Beach Erosion Control New York District	CQC Representative
DACW31-93-C-0110 2.3 million cubic yards \$10,000,000.00	Baltimore Harbor & Channels Maintenance Baltimore District	CQC Representative
DACW29-93-C-0028 10.8 million cubic yards \$7,300,000.00	Mississippi River Gulf Outlet Maintenance, New Orleans District	CQC Representative
Private 2.7 million cubic yards \$5,000,000.00	Longboat Key, Beach Restoration	CQC Representative

E. DEAN ROBINSON
Weeks Marine, Inc
304 Gaille Drive
Innwoods Business Park
Covington, LA 70433

SUMMARY:

- 5/1998 - Present - Weeks Marine, Inc. – Project Superintendent/Project Manager/
CQC System Manager
- Responsible for the Contract performance. Resolves any problem that cannot be resolved on the project by the Quality Control System Manager and his staff. Has the authority to sign the daily quality control reports. Overall supervision of all contract aspects, dredge and engineering personnel and subcontractors.
- Project Manager/General Superintendent/Contractor Quality Control Manager on projects in Norfolk, Galveston, Jacksonville, Philadelphia, Mobile, Savannah, New York and Wilmington Districts. Experience in land surveying, hydrographic surveying, quality control management and reporting.
- 1984 - 1998 - Gulf Coast Trailing Company, Project Manager
- Began as a field engineer learning hydrographic surveying, procuring supplies for the dredges and preparing reports for the U. S. Army Corps of Engineers and record keeping. Worked as project manager in charge of dredging and beach renourishment on projects for both the U. S. Army Corps of Engineers and private interest.
- Responsible for all aspects of the job including accuracy of surveys, dredge production, supervision of any subcontractors, and coordination of the project with local and federal environmental agencies and other concerned groups. Worked closely with the government contracting officer or private concern to ensure properly managed operations with profitable results for the company and a successful, on time, job completion for the clients.
- 1983 – 1984 - Hose Weaver and Sons. Crane Operator/Field Engineer
- Worked on the construction of a small bridge over Big Creek Lake. Mobile.
- Responsibilities included both layout work for the bridge and the operation of a truck crane for lifting, concrete pours, etc.

E. DEAN ROBINSON

Resume

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SUMMARY: (Cont'd)

1975 – 1982 - Brown & Root Construction Company, Field Engineer/Foreman

Began as a field engineer responsible for line and grade on the I-10 bridge over Mobile Bay. Worked as a field engineer, party chief for the engineers, boat operator, crane operator and in addition was the resident diver for piling and footing inspection, tool recovery, etc. Worked as a foreman of the floating batch plant on the Dauphin Island bridge in charge of the grading and alignment of the piling "caps" and also any concrete pours on the project.

1974 – 1975 - Byrd Surveying, Instrument Man

Worked on a survey crew doing lot surveys and boundary location on larger parcels of land.

EDUCATION:

June 2007 - Completed the U. S. Corps of Engineers Construction Quality Management for Contractors course.

1968 – 1971 - Attended University of South Alabama

May 1968 - Graduated from Davidson High School

WORK EXPERIENCE:

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W91278-11-D-0023 Rental	IDIQ Cutterhead Pipeline Dredge Maintenance Dredging Mobile Bay	Project Manager
Private 1,200,000 cubic yards \$11,550,000.00	Beach Restoration Project 2011 Jupiter Island Beach, Martin County, FL	Project Manager
W912DS-12-C-0002 400,545 cubic yards \$6,450,283.75	Sandy Hook Channel Maintenance Dredging New York District	Project Manager
W912DS-11-C-0024 809,000 cubic yards \$12,913,250.00	Monmouth Beach, NJ Beach Renourishment New York District	Project Manager

E. DEAN ROBINSON

Resume

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WORK EXPERIENCE: (Cont'd)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W91236-11-C-0027 2,148,000 cubic yards \$9,404,000.00	Cape Henry Channel Maintenance Dredging Norfolk District	Project Manager
W912HY-10-C-0025 2,809,000 cubic yards \$2,716,600.00	Sabine Pass Outer Bar Hopper Dredging	Project Manager
Private 140,000 cubic yards \$1,610,000.00	Destin Beach, FL Beach Restoration	Project Manager
Private Rental	Emergency Barrier Berm Project Pelican Island, LA	Project Manager
W912HY-10-C-0009 2,559,000 cubic yards \$16,934,750.00	Brownsville Ship Channel Pipeline Dredging	Project Manager
Private 916,192 cubic yards \$9,037,107.00	Juno Beach, FL Shore Protection	Project Manager
W912BU-09-C-0055 1,846,500 cubic yards \$15,464,575.00	Baltimore Harbor Maintenance Dredging	Project Manager
W912HN-09-C-0023 793,000 cubic yards \$2,725,600.00	Morehead Inner City Harbor Maintenance Dredging Wilmington District	Project Manager
Private 1,821,100 cubic yards \$22,737,520.00	Fire Island Beaches, NY Beach Renourishment	Project Manager
W91278-08-C-0031 653,864 cubic yards \$8,120,174.00	Mobile Harbor Channel Ext. Maintenance Dredging Mobile District	Project Manager
W912EP-08-C-0007 80,000 cubic yards \$4,405,900.00	Captiva Island Beach Renourishment Beachfill Jacksonville District	Project Manager

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WORK EXPERIENCE: (Cont'd)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W912EP-07-C-0015 339,541 cubic yards \$3,278,500.25	Jacksonville Harbor Maintenance Dredging	Project Manager
W912BU-06-C-0018 4,561,600 cubic yards \$31,126,090.00	Long Beach Island, NJ Beach fill Philadelphia District	Project Manager
W912EP-05-C-0021 1,950,000 cubic yards \$10,671,100.00	Canaveral, FL Beach Fill Jacksonville District	Project Manager
Private \$11,224,500.00 1,000,000 cubic yards	Gasparilla Beach, FL	Project Manager
Private 2,400,000 cubic yards \$13,639,805.00	Navarre Beach, FL Beach Renourishment	Project Manager
W91278-05-D-0012 Rental \$29,563,000.00	Bay County Florida Beaches Renourishment Mobile District	Project Manager
Private 2,300,000 cubic yards \$10,281,000.00	Pensacola Beach Fill	Project Manager
W912EP-05-C-0005 1,598,000 cubic yards \$15,891,100.00	Brevard County Beach Renourishment Jacksonville District	Project Manager
AMEC 288,960 cubic yards \$3,135,700.00	Patrick ABF Beach Renourishment	Project Manager
W912HN-05-C-0002 835,000 cubic yards \$2,257,000.00	Savannah/Brunswick Harbor Maintenance Savannah District	Project Manager
W912BU-04-C-0019 2,018,100 cubic yards \$12,778,106.20	Cape May, NJ Maintenance	Project Manager Alt. CQC Systems Manager

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WORK EXPERIENCE: (Cont'd)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
Private 4,615,572 cubic yards \$18,600,937.40	APM Terminals Maintenance	Project Manager
State of Louisiana (TE-40) 3,600,000 cubic yards \$10,797,875.00	Timbalier Island Dune/Marsh Restoration	Project Manager
W912EP-04-C-0022 225,000 cubic yards \$1,207,790.00	Ft. Pierce Beach Nourishment Jacksonville District	Alternate CQC Systems Manager/Project Manager
Private 41,500 cubic yards \$868,750.00	Cape Cod Canal Maintenance	Project Manager
DACW51-03-C-0029 1,060,000 cubic yards \$6,567,000.00	East Rockaway Inlet Hurricane Protection, New York District	CQC Systems Manager
DACW65-03-C-0054 1,380,800 cubic yards \$2,920,176.00	Thimble Shoal Channel New Work, Norfolk District	Project Superintendent/ CQC Systems Manager
DACW01-03-C-0023 1,197,627 cubic yards \$6,403,135.00	Mobile River Sumps Maintenance Mobile District	CQC Systems Manager
DACW65-02-C-0049 2,000,000 cubic yards \$9,500,000.00	Sandbridge Beach, VA Maintenance Norfolk District	Project Manager
Private 120,000 cubic yards \$1,592,655.00	Assateague State Maintenance	Project Manager
DACW31-01-C-0067 1,800,000 cubic yards \$9,875,000.00	Assateague Island Beach Renourishment Baltimore District	Project Manager
DACW31-02-C-0016 711,790 cubic yards \$4,559,666.00	Ocean City Beach, MD Beach Renourishment, Baltimore District	Project Manager

E. DEAN ROBINSON

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WORK EXPERIENCE: (Cont'd)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
DACW65-01-C-0034 3,060,000 cubic yards \$22,629,550.49	Virginia Beach, Beach Renourishment Norfolk District	Project Manager
DACW17-01-C-0005 562,000 cubic yards \$2,757,905.01	Hutchinson Island, Beach Renourishment, Jacksonville District	Project Manager
DACW21-01-C-0002 1,775,000 cubic yards \$3,734,600.00	Savannah & Brunswick Harbors Maintenance, Savannah District	Project Manager
DACW51-00-C-0030 987,000 cubic yards \$1,573,996.71	Westhampton Beach Beach Restoration, New York District	Project Manager
DACW51-99-C-0023 3,112,000 cubic yards \$24,212,028.00	North Asbury Beach Beach Renourishment, New York District	Project Manager

JOSÉ RIVERA
Weeks Marine, Inc.
304 Gaille Drive
Innwoods Business Park
Covington, LA 70433

SUMMARY:

- 7/2006 – present - Weeks Marine, Inc. – Project Manager
1999 – 2004
- Responsible for the Contract performance. Resolves any problem that cannot be resolved on the project by the Quality Control System Manager and his staff. Has the authority to sign the daily quality control reports. Overall supervision of all contract aspects, dredge and engineering personnel and subcontractors.
- Project Manager/General Superintendent/Contractor Quality Control Manager on projects in Vicksburg, Galveston, Philadelphia, New Orleans, New York Districts. Experience in land surveying, hydrographic surveying, quality control management and reporting.
- 1997 – 1999 - Ismael Gonzales Construction Co., Caguas, PR – Project Manager, Carraizo Lake Dike Construction
- 1995 – 1997 - Bella Vista Development Group, Belize City, Belize – Assistant General Manager
- 1991 – 1995 - U. S. Military Liaison Office, Belize - Chief
- 1989 – 1991 - Joint Committee for the Implementation of the Panama Canal Treaty, Southern Command, Panama – Executive Officer
- 1987 – 1989 - Latin American Editions of Military Revue, Fort Leavenworth, KS - Chief Editor
- 1983 – 1985 - U. S. Military Group, Buenos Aires, Argentina – Army Section Chief
- 1981 – 1982 - Peruvian Army Logistical School, Lima, Peru – Instructor
- 1980 – 1981 - 18th Airborne Corps, Fort Bragg, NC – Corps Material Maintenance Officer
- 1979 – 1980 - 2nd Battalion, 4th Air Defense Artillery Brigade, Korea – Battalion Logistical Officer
- 1977 – 1979 - 782nd Maintenance Battalion, 82nd Airborne Division, Fort Bragg, NC – Production Control Officer, E Company

JOSÉ RIVERA

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EDUCATION:

- May 31, 2009 - Completed the U. S. Corps of Engineers Construction Quality Management for Contractors course.
- 1987 – 1988 - Command and General Staff School, Peruvian Armed Forces, Lima, Peru
- 1983 - Security Assistance Officer Course, Defense Institute for Security Assistance Management, Dayton, Wright-Patterson AFB, Dayton, OH
- 1980 - U. S. Army Ordnance Officer Advance Course, Redstone Arsenal, AL
- 1978 - Load Master Course and Jump Master Course, Ft. Bragg, NC
- 1976 - Basic Ordnance Officer Course, Aberdeen Proving Grounds, Missile Maintenance Course, Redstone Arsenal, AL, Airborne School, Ft. Benning, GA
- 1975 - U. S. Army Officer Candidate School, Ft. Benning, GA
- 1974 - U. S. Army Primary Leadership Course, Fort Carson, CO.
- 1973 - U. S. Army Armor Combat Arms Course, Ft. Knox, Kentucky
- 1971 – 1973 - Puerto Rico A&M, Mayaguez, P.R., Agro-Mechanical Technology, BSA
- 1968 – 1969 - U. S. Army Missile Command, Redstone Arsenal, AL, Missile Maintenance Technician
- 1965 – 1968 - Puerto Rico A&M, Mayaguez, P.R., Chemical Engineering

WORK EXPERIENCE:

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W912HY-10-C-0016 1,970,000 cubic yards \$58,509,050.00	HSC – PA 14 &15 with dredging Bayport to Morgans Galveston District	Project Manager
Private 150,000 cubic yards \$1,796,845.00	Texas City Docks Texas City, TX	Project Manager

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WORK EXPERIENCE: (Cont.)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
W912HY-10-C-0004 3,900,000 cubic yards \$61,810,000.00	Texas City Channel, Texas New Work/Maintenance Dredging Galveston District	Project Manager
W912P8-09-C-0069 6,610,000 cubic yards \$47,762,500.00	Calcasieu River Channel Maintenance Dredging	Project Manager
W912HY-09-C-0004 1,458,900 cubic yards \$7,519,330.00	HSC – Carpenters to Greens Bayou Pipeline Dredging Galveston District	Project Manager
W912HY-09-C-0008 1,345,000 cubic yards \$7,191,250.00	GIWW – Rollover to Galveston Emergency Pipeline Dredging Galveston District	Project Manager/ QC Manager
W912HY-08-C-0033 2,027,000 cubic yards \$10,500,700.00	Bayport Ship Channel, Bayport Flare Pipeline Dredging-Galveston District	Project Manager/ QC Manager
Private 400,000 cubic yards \$4,850,000.00	Bolivar Ferry Landing Emergency Dredging Port Bolivar, TX	Project Manager
Private 3,008,700 cubic yards \$12,550,729.00	Goose Point/Point Platte Marsh Creation	Project Manager
W912HY-08-C-0007 1,713,000 cubic yards \$4,421,500.00	Sabine Pass Channel Pipeline Dredging and Beach Placement Galveston District	Project Manager/ Alt.CQC Man.
W912HY-06-C-0041 684,000 cubic yards \$6,933,000.00	HSC – Barbour's Cut & Spilman Island Pipeline Dredging and Levee Construction Galveston District	Project Manager
W912HY-06-C-0036 4,215,000 cubic yards \$16,923,410.00	HSC – Redfish to Morgan's Point	Project Manager
Private 5,500,000 cubic meters \$15,110,975.00	Ponce, Puerto Rico	Project Manager

JOSÉ RIVERA

Resume

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WORK EXPERIENCE: (Cont.)

<u>Contract Number/ Cubic Yards/ Total Contract Amount</u>	<u>Contract Name/Corps District</u>	<u>Position</u>
DACW38-03-C-0032 7,199,670 cubic yards \$28,317,609.00	Mississippi River Levees Maintenance, Vicksburg District	Project Manager
DACW64-01-C-0030 20,953,232 cubic yards \$94,971,024.05	Houston-Galveston Navigation Channel, New Work Galveston District	Project Manager
DACW61-01-C-0014 \$1,338,108.00	Schulykill River, Maintenance, Philadelphia District	Project Manager
	Eatons Neck, NY Woodrow Wilson Bridge Project Carraizo Lake Dredging Project	Project Manager Project Manager Project Manager

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RUSSELL C. BAER, CHMM, LSRP
Remediation Lead
Matrix New World Engineering, Inc.

Professional Qualifications

Mr. Baer has over 24 years of experience in the environmental field with extensive experience in performing environmental assessments at a wide range of commercial/industrial/governmental facilities, identifying environmental liabilities associated with property transfers and site development, potentially contaminated areas of concern, and determining compliance with environmental, health and safety regulations. Mr. Baer has performed hundreds of environmental compliance and property transfer assessments in 25 states and Canada. Mr. Baer was Lead Environmental Auditor for multi-state corporate transactions and multi-site property transfer assessments. Mr. Baer has also managed underground storage tank (UST) closure projects, site investigation/remedial investigation projects, remediation projects, and projects under the New Jersey Industrial Site Recovery Act (ISRA), formerly the Environmental Cleanup Responsibility Act (ECRA). Additional responsibilities included providing regulatory advice, preparing regulatory submissions, preparing various types of environmental permits, preparing stormwater pollution prevention plans, conducting asbestos surveys, preparing asbestos management plans and conducting hazardous materials inventories. Mr. Baer is also familiar with wetlands delineation and permit requirements, New Jersey Pollutant Discharge Elimination System (NJPDES) regulations; and a wide range of other state and federal regulations. Mr. Baer previously served with the New Jersey Department of Environmental Protection (NJDEP) Division of Water Resources, where he was a case manager for groundwater water investigation/remediation projects and enforced NJPDES regulations.

Education

BS, Biology (Minor: History), Pennsylvania State University, 1988

Professional Registrations and Certifications

Licensed Site Remediation Professional (License No. 537114), 2010
Certified Hazardous Materials Manager – Master Level (Cert. No. 12604), 2004
ANSI-RAB NAP Accreditation Program-Lead Environmental Management System Auditor, 2003
NJDEP, UST Certification No. 0002021, Subsurface Evaluation, 1992
Certified Environmental Auditor, National Registry of Environmental Professionals (Cert. No CEA 2148), 1992
Certified New York/AHERA Asbestos Inspector, 1995
Certified New York/AHERA Management Planner, 1998
Certified AHERA Asbestos Project Designer, 1998
New York City Asbestos Investigator, 2003
EPA/NY Certified Lead Inspector/Risk Assessor, 2004
New Jersey Certified Lead Inspector/Risk Assessor, 2004
10-Hours OSHA Construction Safety and Health, 2010
40-Hour Hazardous Waste Site Training Course, OSHA 29 CFR 1910.120(e)(3), Rutgers University, 1988
8-Hour Hazardous Waste Site Supervisor Course, Roy F. Weston, Inc., 1999
8-Hour Hazardous Waste Refresher Course, OSHA 29 CFR 1910.120(e)(8), 2010
Confined Space Entry, 2001 and 2008
Metro-North Railroad – Roadway Worker Procedures, 2011
NJ Transit – Railway Worker Safety Training, 2011
MTA/New York City Transit – Track Safety Certification, 2011
Port Authority Transit Corporation – Railway Worker Safety Training, 2003

Professional Affiliations

Alliance of Hazardous Materials Professionals
Licensed Site Remediation Professional Association

Professional Experience

New Jersey Turnpike Authority (NJTP), Delaware River Bridge Security Enhancements, Burlington, Burlington County, NJ – Senior Project Manager responsible for ecological, environmental permitting and site investigation services

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Remediation Lead
Matrix New World Engineering, Inc.

associated with the NJTP's proposed security enhancement of Delaware River Bridge located at the eastern end of the NJTP's Delaware River Bridge in the Township of Burlington, NJ. The proposed security enhancements to the Authority's bridge over the Delaware River project include security enhancements of the piers located near the eastern bank and minor modifications to existing county road at the project location. Conducted site investigation activities to determine the impact of historic fill materials on the site and prepared a materials management plan (MMP) to direct the contractor with regard to the proper management of contaminated materials. The project is being conducted as a Linear Construction Project (LCP) under the Site Remediation Reform Act (SRRA).

Former Unidynamics Facility, Roseland, NJ – Licensed Site Remediation Professional (LSRP) for the investigation and remediation of the Former Unidynamics Facility located in Roseland, New Jersey. Contaminants of concern associated with the site include trichloroethylene (TCE) and tetrachloroethylene (PCE). Specific activities include a vapor intrusion investigation of the existing facility, remedial investigation of on-site areas of concern and groundwater, determining a site-specific impact to groundwater soil cleanup standard for contaminated soils, and development of a cleanup plan for both soils and groundwater.

Dalor LLC/Commercial Trailer Leasing, Inc. North Bergen, NJ – Licensed Site Remediation Professional (LSRP) for the investigation of an existing trucking facility located in North Bergen, New Jersey. Specific activities include a vapor intrusion investigation of the existing facility, update of the previous Preliminary Assessment Report (PAR), investigation of additional areas of concern identified in the PAR, and completion of a remedial investigation of existing on-site areas of concern and groundwater.

101 Okner Parkway, Township of Livingston, NJ - Licensed Site Remediation Professional (LSRP) responsible for the investigation of a former electronic component manufacturing facility currently owned by the Township of Livingston for use as athletic field. Specific investigation activities include a file review and site reconnaissance to determine potential areas of concern on the property. In addition, an investigation workplan is being prepared to determine if TCE and PCE are present in soil and shallow groundwater at the site that may impact the deeper aquifer and nearby Township water supply wells.

NJ Transit, Lackawanna Cut-Off Project, Sussex and Morris Counties, NJ – Senior Project Manager for the performance of a Preliminary Assessment (PA) and Environmental Site Investigation (ESI) for the Lackawanna Cutoff Project. The Project Area occupies an 8.5 mile abandoned rail corridor running from the Port Morris Rail Yard in Roxbury Township north through Byram Township and ending in the Borough of Andover. Proposed construction activities will include a passenger rail line along the existing abandoned Erie-Lackawanna rail bed, one station, and at-grade crossings. PA and ESI activities were conducted in accordance with NJDEP's Technical Requirements for Site Remediation, N.J.A.C. 7:26E.

NJ Transit, Accessibility Improvements, Perth Amboy Railroad Station, Perth Amboy, NJ – Senior Project Manager responsible for the performance of hazardous materials surveys and preparation of a comprehensive survey report and design documents associated with the proposed renovation of the Perth Amboy Railroad Station. The station is being renovated by NJ Transit to meet the Americans with Disabilities Act (ADA) requirements.

Port Authority of New York & New Jersey, North Avenue Corridor Improvement Project, City of Elizabeth, NJ – Senior Project Manager responsible for pre-construction environmental investigations to identify potential areas of contaminated materials and hazardous waste that may impact project design and construction along the proposed North Avenue Corridor. The scope of work for this project included the completion of a Phase I Environmental Site Assessment (ESA) for all impacted properties along the proposed project Corridor to identify recognized environmental conditions (RECs)/Areas of Concern (AOCs), development of a plan for a Phase II Site Investigation to characterize of soil and groundwater conditions, and review of environmental documentation to determine the environmental resource permitting requirements related to wetlands.

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Port Authority of NY and NJ (PANY&NJ), Corbin Street Bridge (Flyover), Port Newark, NJ - Senior Project Manager responsible for providing environmental services related to the proposed construction of the Corbin Street Bridge ("Flyover") in Port Newark. Responsible for the preparation of a comprehensive Sampling and Analysis Plan (SAP) to be utilized by PANY&NJ personnel to perform environmental site investigation (ESI) activities in those areas to be impacted as part proposed construction activities. Following investigation activities, an ESI Report was prepared by Matrix for submittal to the NJDEP. Additional responsibilities included the coordination and preparation of all environmental permits required for the project (e.g., Freshwater Wetlands, Waterfront Development) and preparation of design specifications.

NJ Transit, Trans-Hudson-Express Tunnel, NJ/NY – Senior Project Manager responsible for the performance of environmental investigation activities as part of Preliminary Engineering (PE) and Final Engineering (FE) services for the Trans-Hudson-Express Tunnel project, which proposed to expand commuter rail operations as part of the Access to the Regions Core (ARC) project. The scope of services under PE and FE included the loop tracks, Northeast Corridor improvements, alignment approaches to the tunnels, ventilation facilities, the tunnels, maintenance and storage yards, signal systems, the 34th Street Station and power supply. Specific work under conducted under PE included the preparation of Sampling and Analysis Plans, performance of environmental site investigation activities at specific contaminated sites within the project area, preparation of preliminary assessment reports, Phase I Environmental Assessment Reports, site investigation reports and Property Acquisition Environmental Cost Estimating (PAECE) Reports for properties to be acquired for the project. Additional services included environmental oversight and the collection and analysis of environmental samples along the entire proposed alignment. The scope of services under FE included the performance of site investigation and remedial investigation activities at impacted sites, completion of hazardous materials surveys at structures to be impacted by construction activities, and preparation of Remedial Action Work Plans for the various contract packages associated with the project.

NJ Transit, Access to the Regions Core, NY/NJ - Senior Project Manager responsible for the preparation of the hazardous materials sections of environmental impact (EIS) statement for this project which proposed to expand Trans-Hudson rail service to midtown Manhattan. The primary project study area was a complex corridor both from a demographic and infrastructure standpoint. The initial study area was 17 route miles and was bounded by Newark and Sunnyside Yard in Queens and included NJ TRANSIT rail stations at Newark Liberty International Airport Station, Newark Penn Station, Newark Broad Street Station, Hoboken and Penn Station New York. It also encompassed the Portal Bridge over the Hackensack River, Secaucus Junction, and midtown Manhattan. Specific work conducted during the EIS process included the preparation of a methodology report for hazardous materials, performance of a Phase I Environmental Site Assessment (ESA)/Preliminary Assessment (PA) along the entire project corridor, preparation of the hazardous materials sections of the Draft EIS, Supplemental Draft EIS, and Final EIS, and preparation of a detailed due diligence report for the proposed rail yard on the former Koppers Coke Site located in Kearny, NJ.

New York City Transit Authority, Second Avenue Subway, NY, NY – Senior Project Manager responsible for providing environmental investigation work at numerous buildings between 63rd Street and 105th Street along the proposed Second Avenue Subway alignment. Each location will be acquired for the construction of ventilation facilities or other construction related functions, or will be used as entrances to the stations. Specific environmental services include the performance of Phase I Environmental Site Assessments, hazardous materials surveys, and Phase II Environmental Site Investigation activities at all locations. Additional services include the preparation of design documents for the abatement of hazardous materials which may be impacted during construction.

BRANDON FAUSTINI

Natural Resource Advisor

Matrix New World Engineering, Inc.

Professional Qualifications

Mr. Faustini is a Biologist with experience in the environmental industry. Mr. Faustini has been involved in the capacity as managing, supervising, and working as a field biologist with the BP Environmental Unit MC252 Oil Spill. His experience provides a working knowledge of coastal habitat conditions and indicators as well as MBTA and ESA compliance measures. Mr. Faustini has facilitated in the cooperation between private and public stakeholders involved in both the Comprehensive Everglades Restoration project and the MC252 Oil Spill Response.

Education

BS, Biology, Concentration in Environmental Studies. Florida Atlantic University, 2010

Professional Experience

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor Program Manager, New Orleans, LA - As Natural Resource Advisor (NRA) Program Manager, Mr. Faustini was responsible for managing NRA Teams in Plaquemines, Jefferson, LaFourche, and Terrebonne parishes in LA as well as teams in Gulfport, MS, and Dauphine Island, AL totaling up to 25 field biologists. Duties included assistance in the development of GIS mapping and viewing tools involving shorebird nesting season, participation in the development of the 2012 Guidance for Avoidance and Minimizing Disturbance of Nesting Birds near Deepwater Horizon MC252 Shoreline Cleanup Areas document, facilitation of monthly meetings and weekly conference calls between all program supervisors and USFWS section 7 support personnel, collaboration with team leads on staffing levels and implementation of state and federal directives, as well as maintaining databases, safety protocols, and employee timesheets. Mr. Faustini also acted as liaison between state, federal, and private response personnel. In addition, Mr. Faustini was also involved in the assessment and data collection for possible restoration projects concerning *spartina alterniflora* growth and resilience in Pass a Loutre, LA Wildlife Management Areas.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor Team Lead, Grand Isle, LA - Natural Resource Advisor (NRA) Team Lead responsible for managing the NRA team in LaFourche, Jefferson, and Terrebonne Parishes. As NRA Team Lead, Mr. Faustini served as liaison between Program Manager and NRAs to distribute program directives and request guidance and resources for NRAs. NRA Team Lead responsibilities include managing daily compliance issues between cleanup operations, United States Coast Guard (USCG) and United States Fish and Wildlife Service (USFWS), tracking progress of operations for each Shoreline Treatment Recommendation (STR), attended daily meetings, reviewed reports submitted by team and compiled 214, reviewed BMP checklists submitted by NRAs, developed and maintained work schedule and field assignments, and provided ongoing training and distribute materials to NRAs.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor, Destin, FL - NRA responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and state parks along Florida's Gulf Coast. As an NRA, Mr. Faustini was responsible for implementing required BMPs, as provided by the USFWS and Florida Department of Environmental Protection in accordance with the Endangered Species Act and other applicable laws. NRAs implemented BMPs to ensure contractor cleanup can take place, while having the least impact to natural resources, as well as resident and migratory wildlife. NRAs also conducted threatened and endangered species surveys, educated the public on the goals of the NRA program, documented daily observations, prepared a daily report, and completed BMP checklists daily. Nest monitoring was a large proponent of this position as well. Mr. Faustini worked daily with Coastal Bird Conservancy researchers in monitoring 2 snowy plover nests located within workable and travel zones related to the spill. Work technicians were adjusted to minimize disturbances to precocial chicks without impeding response progress.

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BRANDON FAUSTINI

Natural Resource Advisor

Matrix New World Engineering, Inc.

Field Technician/Research Coordinator, University of Florida, Big Cypress/Homestead, FL – Involvement included extensive travel and monitoring by way of airboat through wetlands of the Florida Everglades. Extensive airboat operation training and significant piloting hours were accumulated. Mr. Faustini assisted in the capture of juvenile snowy egrets within rookeries. Measurements and feather samples were collected and used for subsequent mercury level testing. Prey densities were closely monitored by way of throw traps and minnow traps.

Field Technician, Florida Atlantic University, Wading Bird Research Lab, Everglades National Park/Big Cypress, FL – Involvement in this project included monitoring seasonal concentrations of aquatic fauna in the Florida Everglades. Field sampling techniques such as throw trapping were employed as well as the use of Trimble Nomad units utilizing Archpad for data entry. Experience concluded with independent research & consequent paper involving the study of Variation in the health index (body condition) of fish as a function of hydroperiod (DSD). Species studied include marsh killifish, Florida flag fish, mosquito fish, bluefin killifish, and sailfin mollies. In addition, Aerial surveys point counts were done by way of helicopter as well as determining frequent foraging sites of great egrets and white ibis.

Professional Registrations and Certifications

40-Hour OSHA

8-Hour OSHA Refresher

Wildlife Observer Training

BP Post Emergency Spill Health and Safety Training

UTV/ATV Certification

Trimble Training

Capture and handling of avian species

Utilization of throw traps and minnow traps

Ground, boat, and aerial bird census techniques

GPS receivers (Trimble, Archer, Garmin), maps and compass

Archpad programs

Airboat and trailer operation and maintenance

Helicopter personnel/equipment transport and safety

SETH DOMANGUE

Natural Resource Advisor

Matrix New World Engineering, Inc.

Professional Qualifications

Mr. Domangue is a Geologist and Project Manager with over twelve years of experience in the environmental industry. Mr. Domangue has been involved in the capacity of project manager, project coordinator, task manager, or supervising field geologist for various projects including large scale remediation system construction, underground storage tank (UST) sites, litigation support, oilfield pit closures, oil spill assessment, and coastal restoration projects. His experience provides a working knowledge of environmental site assessments, risk-based corrective actions, hydrogeologic investigations, waste classification, remedial actions, coastal studies, ecological studies, chloride spills, and Natural Resource Damage Assessment (NRDA).

Education

B.S., Geology, Nicholls State University, Thibodaux, Louisiana, 2000

Professional Experience

MC252 Natural Resource Damage Assessment – Project Manager responsible for providing personnel and services to the State of Louisiana Office of Coastal Protection and Restoration (OCPR) in support of NRDA activities for the Mississippi Canyon 252 (MC252) Deepwater Horizon Incident and resulting oil spill. During pre-assessment, personnel, services, and logistical support were provided over a 5 month period conducting point observations and rapid mapping of the impacted shoreline (beaches and marshes) in conjunction with the federal trustee and responsible party (RP). The scope of the pre-assessment phase employed up to five independent teams working 7 days a week with management provided at various BP incident command posts (ICPs). Over 1,800 observations were conducted and over 2,500 miles of Louisiana shoreline were mapped and assessed during the process. Following pre-assessment, Mr. Domangue also managed the injury phase in support of the Coastal Vegetation Assessment to evaluate wetland plant community health in four separate habitats (mainland spartina, back barrier island spartina, delta phragmites, and coastal mangroves). Five teams have been employed (year 0 and 0.5 events) to setup and/or re-visit approximately 165 monitoring stations established from the eastern most shoreline of Louisiana (Chandeleur Islands) to the western most impacted Louisiana shoreline (Point Au Fer Island). The scope of the Coastal Vegetation Assessment was observational measurement of oiling impact, GIS surveying, above and below ground biomass sampling, contaminant sediment sampling, and various other field parameter measurements utilizing specialized equipment for the various habitats.

Litigation Support Services/Landfill Operation and Maintenance, Consolidated Aluminum Corporation/Lonza USA – Project Manager responsible for the management of the litigation support for complex litigation involving PCB/PAH/and VOC impacts to soil, groundwater, and/or sediment for a facility in Lake Charles, Louisiana. Project also involved hazardous and non-hazardous landfill litigation. Litigation has settled without trial. Post settlement activities include hazardous and non-hazardous landfill corrective action study and operation and maintenance.

Heckmann Water Resources, DeSoto Parish, LA – Project Manager providing environmental support and services including compliance and permitting issues, remediation of produced saltwater releases to adjacent property owners, and state agency interfacing. Heckmann Water Resources (HWR) operates a 50-mile pipeline transporting produced saltwater from natural gas drilling and hydro-fracturing operations located throughout DeSoto Parish, Louisiana to deep-well injection and/or treatment facilities in Texas. Mr. Domangue managed several release locations which include risk evaluation, large scale (>20,000 cubic yard) excavation management, waste tracking, groundwater assessment, ecological assessment including biota sampling plan development and implementation, and procedural and cleanup standards development for future releases.

Site Investigation, Gulf South Pipeline Company, LP – Program Manager for several ongoing site investigations at various compressor stations in Louisiana and Mississippi. Investigations have included both soil and groundwater

SETH DOMANGUE

Natural Resource Advisor

Matrix New World Engineering, Inc.

assessment for various constituents including hydrocarbons, PCBs, Mercury, and chlorides. Several additional site assessments and remedial actions have been conducted as required by LDEQ.

Coast-wide Reference Monitoring System (CRMS), Office of Coastal Protection and Restoration – Project Scientist responsible for the construction, monitoring, and servicing of multiple monitoring stations across Louisiana. Mr. Domangue's role also includes airboat operation and vegetation surveys at multiple locations.

Louisiana Army Ammunition Plant (LAAP), US Army, Doyline, LA – Project Geologist responsible for the implementation of Remedial Action Work Plan. Includes the installation of monitor wells for the purpose of long term monitoring and monitored natural attenuation and monitor well sampling.

Remedial Action, TH Agriculture and Nutrition, New Orleans, LA – Site Geologist responsible for the oversight of contractor for large scale remediation of pesticides, VOCs, and various other hazardous constituents within a populated neighborhood. Remediation implemented in accordance with an LDEQ cooperative agreement and conducted within an enclosed structure with supplied air. The project was awarded model remediation project by LDEQ.

Various Louisiana UST Facilities – Client program manager for ExxonMobil UST projects. Actively managed over 30 UST projects throughout Louisiana including site investigations, remedial system installation and operation, tank removals, and excavations.

Various Louisiana and Texas UST Facilities – Geologist/Hydrogeologist for numerous UST facilities throughout Texas and Louisiana. Responsibilities included site assessments including subsurface investigations, and Phase II ESAs, Monitor well/geoprobe boring installations, oversight and documentation of UST removal/closure, Groundwater remediation, (small scale pump and treat, bio remediation, and ORC/IRC injection).

Remedial System Installation, Carswell Air Force Base – Construction coordinator for large scale remedial pump and treat system installation. The remedial design implementation included the installation of piping and the oversight of all other system operations equipment.

Professional Registrations and Certifications

40-Hour Hazardous Waste Operations and Emergency Response, 2005

Radiation Safety Officer Training, American Radiation Services, Inc., 2003

CPR Certified, 2009

Radiation Safety Officer, 2005, Active, Louisiana, 01/2004

Baton Rouge Geological Society, Active, 2002

ERIN L. EVERTSEN
Environmental Scientist
Matrix New World Engineering, Inc.

Professional Qualifications

Ms. Terwilliger is an environmental scientist with over seven years of experience in environmental consulting services including remedial, ecological and spill response management. Ms. Terwilliger is certified in Shoreline Cleanup Assessment Technique (SCAT) as both field team member and leader. She is a Transportation Worker Identification Card (TWIC) holder and is 40-hr HAZWOPER certified. Ms. Terwilliger is also trained in the National Incident Management System (NIMS) Incident Command Structure (ICS), Level 100 (Introduction to Incident Command System) and Level 200 (ICS for Single Resources and Initial Action Incidents). Ms. Terwilliger has spill response experience assisting the US Fish and Wildlife Services and US Coast Guard with Section 7 consultation for the MC252 Deepwater Horizon Spill including wildlife capture, rehabilitation, and Natural Resource Advisor field work and program management. Ms. Terwilliger's remedial experience includes the oversight and coordination of subsurface and surface investigations such as monitoring well installations, soil, groundwater, surface water, and sediment sampling, management and processing of sample laboratory analyses, aquifer pump testing and leaking underground storage tank (LUST) removal/closures in connection with environmental studies throughout New York, New Jersey and Pennsylvania. Her ecological experience includes wetland delineation and permitting, threatened and endangered species surveys, Environmental Impact Statements, assistance with Section 7 consultation and wildlife capture, and habitat suitability determinations. She has experience in the preparation of various environmental technical reports and permitting applications relative to Environmental Impact Statements, Freshwater Wetland General Permits, Letters of Interpretation Applications, Preliminary Assessments, Phase I and Phase II site remediation assessments and investigations, water quality management planning (WQMP), point and non-point source pollution, water supply and land use throughout New York, New Jersey and Pennsylvania. Ms. Terwilliger is proficient with ArcGIS, AutoCAD, and Trimble Nomad software devices and statistical analyses.

Education

BA, Geography w/Concentration in Environmental Studies, Montclair State University, 2008

Professional Registrations and Certifications

40-Hour OSHA Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) Training
8-Hour OSHA HAZWOPER Refresher Updated Annually
Interagency Consultation for Endangered Species (Section 7 Consultation), US Fish & Wildlife Services, 2011
Shoreline Cleanup Assessment Technique (SCAT) Team Leader and Team Member Training, 2012
Wetlands Delineation Certification, Rutgers University, 2010
Methodology of Delineating Wetlands, Cook College, Rutgers University, 2010
Vegetation Identification for Wetland Delineation, Cook College, Rutgers University, 2010
Practical Applications of the New Jersey Site Remediation Program, Rutgers University, 2011
Negotiations for Natural Resource Professionals Training Course, USGS, 2012
Transportation Workers Identification Card (TWIC) Authorization, Updated
Seasonal Soil (SESOL) Compartment Model Training, 2011
NJDEP Site Remediation Basics, Rutgers University, 2009
NJDEP Underground Storage Tank Program, Rutgers University, 2008
NJ TRANSIT Level I Contractor Safety Training
AMTRAK On-Track Safety for Contractors Certification
New Jersey Society for Women Environmental Professional Member, 2007 – Present
Gamma Theta Upsilon National Honors Society Member, 2007 – Present

Professional Experience

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, NRA Program Manager, LA, MS, AL, FL – Natural Resource Advisor (NRA) Program Manager responsible for managing all day-to-day aspects of the NRA program. Ms. Evertsen's responsibilities include directing the training of new NRAs, provides NRAs in the field with all necessary

ERIN L. EVERTSEN
Environmental Scientist
Matrix New World Engineering, Inc.

equipment and supplies, administering the scheduling of replacement NRAs, review of daily 214 reports, and BMP checklists, overseeing the distribution of 214s and BMP checklists to appropriate agencies, and providing technical assistance to the NRA team leads. Ms. Evertsen coordinated field observations from the NRAs with all appropriate state and federal agencies as part of Section 7 (threatened and endangered species) and Section 106 (cultural and historical resources) compliance.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor, Destin, Florida and Grand Isle, LA – NRA responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and state parks along Florida and Louisiana's Gulf Coast. As a NRA, Ms. Evertsen was responsible for implementing required Best Management Practices (BMPs), as provided by the United States Fish and Wildlife Services in accordance with the Endangered Species Act and other applicable laws. NRAs implemented BMPs to ensure contractor cleanup can take place, while having the least impact to the natural resources and wildlife. NRAs also conducted threatened and endangered species surveys, educated the public on the goals of the NRAs, documented daily observations, and prepared a daily report and completed the BMP checklist.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Grand Isle Wildlife Operations Territory, Grand Isle, LA – Field biologist responsible for the capture and rescue of oiled wildlife, mainly migratory birds throughout the Grand Isle, Louisiana Wildlife Operations Territory. Ms. Evertsen's responsibilities included assisting the United States Fish and Wildlife Services and Louisiana Department of Wildlife and Fisheries in the rescue and capture of affected and injured wildlife, habitat patrol and wildlife assessments, evidence collection, assessing and reporting locations where damaged boom systems and oil slicks were present, and coordinated the radio dispatch and GIS mapping operations. Ms. Evertsen was the technical field supervisor for sixteen of Matrix's field biologists.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Pensacola Oiled Wildlife Rehabilitation Center, Pensacola, FL – Paraprofessional coordinator responsible for logistical operations for all wildlife rehabilitation centers, wildlife capture teams, and natural resource advisors throughout Mississippi, Alabama, and Florida. Ms. Evertsen worked closely with the United States Fish and Wildlife Services and Tri-State Bird Rescue and Research, a non-profit wildlife rehabilitation and rescue organization. Ms. Evertsen was also responsible for the management, scheduling, and training of over 50 paraprofessional field biologists.

Port Authority of New York & New Jersey, North Avenue Corridor Improvement Project, City of Elizabeth, NJ – GIS specialist responsible for mapping, using ArcView GIS, all potentially contaminated sites along the North Avenue corridor study area for the Port Authority of New York and New Jersey (PANYNJ). As part of the corridor study, Ms. Evertsen conducted site visits to identify areas of environmental concern located along the right-of-way of the corridor and used ArcView GIS to map potentially contaminated sites along the study corridor. Approximately 60 potentially contaminated sites along the study corridor were mapped using ArcView GIS. The study corridor includes properties within 250 feet of the North Avenue right-of-way (the project area) that are anticipated to be acquired as part of this project. The North Avenue right-of-way was mapped in ArcView GIS and then a 250-foot buffer was established to determine the properties located within the study corridor. Potentially contaminated sites were identified through database searches, aerial photography, and Sanborn and topographic map reviews. All sites were field verified and locations were adjusted in ArcView GIS. Additional potentially contaminated sites were also added based on the site reconnaissance. NJDEP Classification Exception Areas, Known Contaminated Sites, Groundwater Contamination Areas, Deed Notice Properties, surface water bodies, historic fill material, and public community water supply wells were also included in the mapping.

NJ Transit, Trans-Hudson-Express (THE) Tunnel, Various Counties throughout Northeastern NJ and Manhattan, NY – Environmental scientist responsible for conducting environmental oversight and sampling of subsurface media as part

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ERIN L. EVERTSEN

Environmental Scientist

Matrix New World Engineering, Inc.

of the Draft Environmental Impact Statement (EIS), Site Investigation (SI) and Remedial Investigation (RI) services for the Trans-Hudson-Express (THE) Tunnel Project, which will expand commuter rail operations as part of the Access to the Regions Core (ARC) Project. Ms. Evertsen's responsibilities included the collection of geotechnical and environmental boring sampling, and surface water and sediment sampling. Results from SI and RI oversight and sampling were summarized and included in SI, RI and Remedial Action Workplan (RAW) Reports for properties located throughout New Jersey and New York City to establish a baseline evaluation of the subsurface conditions present that may impact project design and construction activities.

GIS specialist responsible for mapping, using ArcView GIS, all areas of environmental concern identified during SI and RI environmental services throughout various properties in New York City and New Jersey as part of THE Tunnel Project. Results from the samples collected were included on the mapping to delineate the vertical and horizontal extent of contamination that existed at each individual location.

Environmental scientist responsible for preparing a Preliminary Assessment Report (PAR) for THE Tunnel Project. The assessment included site reconnaissance, a review of historic and current uses of the proposed property to identify contamination by hazardous substances or waste, the review of Federal, State, and local information, GIS mapping, and report preparation. The PAR was performed in general accordance with the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation [New Jersey Administrative Code (N.J.A.C.) 7:26E].

Environmental scientist responsible for preparing a Property Acquisition Environmental Cost Estimate (PAECE) Report for THE Tunnel Project. The report was developed to estimate NJ TRANSIT environmental remediation cost to bring the proposed property into compliance with applicable NJDEP regulatory criteria. The purpose of this report is to determine whether there is any contamination and/or solid waste present on the property parcel/taking area, and the estimated costs of remediation.

Wetland Mitigation Bank Emergency Berm Repairs, EnviroFinance Group LLC, Kane Wetland Mitigation Bank, Moonachie, NJ – Matrix was retained by EnviroFinance Group LLC to provide emergency repair services at the Richard P. Kane Wetland Mitigation Bank. During a series of high tides and winter storms during late 2011 and early 2012, the HESCO constantainer berm along the western portion of the wetland mitigation tidal marsh was severely breached. There were a number of back-to-back breach events that had to be addressed and it became apparent. In consultation with the design engineer for the project, Ms. Evertsen was responsible for the oversight of construction efforts to repair the HESCO constantainer berm breaches and prevent any further breaches from occurring. Ms. Evertsen was also tasked with attending construction meetings and providing review and input on various contracts and construction issues as they arise.

FirstEnergy Corporation (JCP&L), On-Call Threatened and Endangered Species Surveys, Transmission Line Maintenance and Infrastructure Construction, New Jersey-Statewide – Environmental scientist responsible for conducting a threatened and endangered species habitat assessment, absence-presence surveys, and wildlife construction monitoring for various State and Federally T&E species throughout New Jersey. The survey species include *Clemmys mullenbergii* (bog turtle), *Helonias bullata* (swamp pink) and *Rhynchospora knieskernii* (Knieskern's Beaked-rush). Ms. Evertsen oversaw federally endangered/threatened wildlife surveys, performs vegetation surveys and the preparation of reports discussing the findings for various transmission lines, substations, and right-of-ways throughout New Jersey. In addition, Ms. Evertsen has designed and developed various maps in ArcGIS using databases provided by JCP&L/First Energy Corp and data collected during field survey to identify potential T&E species habitat and the regulated associated buffer within the vicinity of the study area.

ERIC R. GRATSON, CHMM
Asbestos and Mold Lead
Matrix New World Engineering, Inc.

Professional Qualifications

Mr. Gratson is a Certified Hazardous Material Manager with over 21 years of experience as a site and design engineer for civil engineering, construction, and environmental projects. He is a state Certified Asbestos Project Monitor, Asbestos Inspector, Asbestos Project Designer, Lead Inspector/Risk Assessor, Lead Risk Assessor, and Asbestos Safety Technician. Mr. Gratson has directed and managed projects relative to construction and renovation of schools, transportation facilities, fuel terminal facilities, major transportation design and construction projects, and other projects for industrial and private clients throughout New Jersey and New York. His expertise includes hazardous materials surveys, development of construction documents (plans and specifications), environmental construction management and oversight for conventional construction projects and environmental remediation projects, construction quality assurance, and project management. Mr. Gratson's experience also includes planning and implementing environmental and engineering programs specializing in contaminated site investigations, site remediation, hazardous waste and solid waste management, environmental permitting, regulatory compliance, design of underground storage tank systems, and asbestos and lead-based paint inspection and sampling programs.

Education

BS, Engineering Management, Minor in Physics, Wilkes University, 1989

Professional Registrations and Certifications

40-hour OSHA 1910.210 HAZWOPER Health and Safety Training
8-Hour OSHA Refresher Training for Hazardous Waste Operations – Updated Annually
Certified Hazardous Materials Manager, No. 15538, 2010
New Jersey Asbestos Safety Technician
NJDOH Certified Lead Inspector/Risk Assessor No. 005648
RMD LPA-I Lead Paint Inspection System, 2002
NY State/EPA Asbestos Inspector, Management Planner, Project Monitor and Project Designer, 1993
USEPA/NY State Lead Inspector/Risk Assessor
NJDEP Licensed N-2 Wastewater Treatment Operator No. 0022131
NJDEP Licensed Subsurface Evaluator No. 0019301, 1998
NJDEP Cleanup Star Program, 2004
Certified Cost Estimator with the NJ Dept. of Treasury, Division of Property Management and Construction
Certified GSSI SIR II Ground Penetrating Radar Operator, GSSI, 1995
Metro-North Railroad – Roadway Worker Procedures, 2001
NJ Transit – Railway Worker Safety Training, 2001
MTA/NYC Transit Track Safety Certification 2010

Professional Experience

MTA New York City Transit Indefinite Quantity Contract for the Supervision, Air Monitoring, and Support in Connection with Asbestos Abatement and Lead Paint Removal Services – Project Manager for this Task Order Contract with NYCT Office of System Safety, providing asbestos and lead investigations, abatement design, project monitoring and industrial hygiene/air sampling for a variety of the NYCT facilities on an on-call basis. The Office of System Safety for NYCT is responsible for protecting the health and safety of a large and diverse work force involved with rail maintenance, station improvements, and emergency repairs. Matrix's task order assignments have ranged from inspecting planned renovation projects for the presence of asbestos and lead-based paint, designing asbestos abatement and lead-based paint management plans, providing project monitoring and air sampling during asbestos abatement projects, performing periodic air monitoring for lead exposure of NYCT employees, responding to emergency exposures during construction and maintenance projects, and evaluating the effectiveness of existing health and safety programs related to asbestos and lead hazard control.

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New York City Department of Environmental Protection Regulations, 15 RCNY, Chapter 1; and 12 NYCRR 56. Construction documents were prepared to specify requirements for asbestos abatement in accordance with the applicable federal, state, and local regulations, and the special requirements of the VA Hospital. Special phasing provisions were designed into the project to accommodate the requirements of the facility and the affected services for the occupants. Mr. Gratson also assisted the design team with cost estimates and administration services during the contractor bid and construction phases of the project.

New York City School Construction Authority (NYCSCA), On-Call Environmental Services - Project Manager responsible for management of on-call environmental services for NYCSCA capital improvement projects and emergency maintenance projects throughout public school facilities within the five boroughs of New York City. Services have included investigations and the preparation of construction related document packages for asbestos-containing materials (ACM), lead-based paint (LBP), and mold. Investigation reports were prepared including a detailed inventory of ACM, LBP, and mold identified for each project, and identifying which materials will be impacted by the proposed construction. This process entailed close interaction with the NYCSCA Industrial and Environmental Hygiene Department, and the project architect. Construction document packages have included the preparation of abatement specifications, abatement drawings, and cost estimates in accordance with the NYCSCA procedures. In addition, Mr. Gratson has managed the implementation of project monitoring services during the abatement of ACM, LBP and mold, which has included oversight of the abatement contractor, on-site inspection of work areas, and the collection of final clearance air samples and wipe samples.

Brooklyn College Performing Arts Center, Brooklyn, NY - Project Manager responsible for conducting comprehensive asbestos, lead-based paint and other hazardous materials surveys, and final design documents for the demolition and renovation of an existing multi-story theater complex at the Brooklyn College Performing Arts Center. The first stage of the project entailed conducting detailed surveys to identify asbestos, lead-based paint, and other hazardous materials requiring removal or special handling as part of the renovation and demolition procedures. Secondly, Matrix worked closely with the project architect and the school to ensure that as designs for new facilities developed, impacted hazards were incorporated in the design and demolition documents. In addition, Matrix provided remedial cost estimates and assisted the design team and school in value engineering and determining the most cost effective solutions to conduct the demolition of the existing facilities and construct the new facilities.

State University of New York, Potsdam Campus, Performing Arts Building - Mr. Gratson conducted hazardous materials surveys at the site to identify hazardous materials that will require special handling and disposal prior to the proposed renovation activities associated with the project. He also conducted asbestos surveys throughout the existing building and areas of the site expected to be impacted by the proposed project. The asbestos surveys were conducted in accordance with the survey and sampling protocols of 40 CFR 763 (ASHERA) and 12 NYCRR 56. Mr. Gratson also conducted Lead-based paint surveys at the site, in an effort to identify LBP with potential to be impacted during the renovations.

City University of New York, Hunter College, Public Address and Clock System Upgrades - Mr. Gratson was involved in the management and field hazardous materials surveys at the site to identify hazardous materials that will require special handling and disposal prior to the proposed renovation activities associated with the installation of a new public address and clock system. Asbestos surveys were conducted in accordance with the survey and sampling protocols of 40 CFR 763 (ASHERA) and 12 NYCRR 56, and Lead-based paint surveys were conducted at the site using an X-Ray Fluorescence (XRF) instrument to identify LBP with potential to be impacted during the renovations. Construction documents were prepared to specify requirements for asbestos abatement, lead safe work practices, and hazardous material handling and disposal. Mr. Gratson also assisted the design team with cost estimates and project scheduling.

PATRICK HUNNEWELL

Quality Assurance Quality Control Manager
Matrix New World Engineering, Inc.

Professional Qualifications

Mr. Hunnewell has 19 years of experience as a Project Engineer, Project Manager, Construction Division Manager and Chief Engineer working for a consulting firm and then an environmental contractor. Mr. Hunnewell currently maintains the role of Senior Remediation Engineer. Mr. Hunnewell has New Jersey Department of Environmental Protection (NJDEP) licenses for underground storage tank closure and subsurface evaluator. During his career he has been involved in the construction of various civil and environmental projects.

Mr. Hunnewell specializes in the following specific areas: Design, installation and operation of groundwater treatment systems using technologies such as air sparging, soil vapor extraction, air stripping, liquid and vapor phase carbon, metals precipitation, oil/water separation, pH adjustment and filtration; Design and installation of wastewater treatment systems (500,000 gpd and less) and potable water distribution systems (1,400,000 mgd and less); Design and installation of recovery wells and header lines utilized to supply contaminated groundwater and soil vapor to treatment systems; Soil excavation, transportation and disposal projects with soils impacted by PCBs, TPH, VOC's; temporary dewatering and treatment systems associated with soil excavation projects. Implementation of various dual phase extraction and soil vapor extraction pilot testing procedures for subsurface investigation utilizing elaborate instrumentation and computer data logging processes; and The operation and maintenance (O&M) of various treatment facilities.

Education

BS, Civil Engineering, Drexel University, 1994
Drexel University Cooperative Education Program, 1990-1993
Indiana University Geologic Field Camp, Summer 1994

Professional Certifications and Registrations

New Jersey Department of Environmental Protection Underground Storage Tank Closure and Subsurface Evaluator - License #0019266
First Aid/CPR -2009
Hazardous Waste Site Operations Supervisor Training
Stream Encroachment Permit Course: Sponsored by Rutgers Univ. and NJDEP
Crestcom Bullet-Proof Managers Course, 2004 through 2005
OSHA 40-Hour Health and Safety Training, 1992
OSHA 8-Hour Health and Safety Refresher Training, 2008
OSHA 8-Hour Hazwoper Supervisor Training, 1996
OSHA Competent Person Safety Training, 2002
OSHA Confined space entry and rescue training, 2003
OSHA 10-Hr Construction Certification, 2010
USCG US Power Squadron Boating Certificate, 2010

Professional Experience

Design/Build of Groundwater Pump and Treat System, AZ - Mr. Hunnewell was part of the design and construction team for the installation of a 400-gpm groundwater pump and treat system installed on a fast-track basis to aid in the capture and reduction of a large TCE plume at this on-going superfund site. The system design involved multiple meetings and discussion with USEPA and their contractors, as well as the local city engineers and representatives to ensure all their objectives were met. The system had to be constructed quickly, and within a small area made available within the city easement. The system design involved civil details associated with site layout and grading/stormwater capture and control, and mechanical, process and electrical associated with sizing and developing the equipment, piping, instrumentation, controls and conduit and wiring. System construction was completed in September 2011. The system construction included the installation of the new 14-in diameter

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PATRICK HUNNEWELL

**Quality Assurance Quality Control Manager
Matrix New World Engineering, Inc.**

extraction well to a depth of 220-ft, using dual rotary drilling technique, and installation of the new 40-Hp submersible pump. After well completion, the new well pad, electrical service and temporary containment structure was constructed, and the new 10,000-lb carbon adsorber system constructed. The total system construction contract is approximately \$950,000.00.

Operation and Maintenance of Remediation Systems, AZ - Mr. Hunnewell has been part of the O&M team managing the performance of several existing groundwater pump and treat systems involving various technologies, and one soil vapor extraction system. The total combined flow rate for all systems includes packed column air stripping, ion exchange, solids reduction, and VOC reduction/removal using liquid and vapor phase carbon. The total flow rate for all the groundwater pump and treat systems exceeds 2,500-gpm. The system run time for all systems, including the SVE, exceeds an average of 93%, with most down time associated with planned events such as carbon change-outs and normal maintenance shutdowns. Treated effluent from the treatment systems is either reinjected to the local aquifer to create a hydraulic barrier, protecting local potable production wells, or used as part of a green remediation initiative in golf course irrigation through discharge and containment to a large irrigation pond maintained by a local golf course. Typical requirements for the O&M for these systems involves compliance sampling and reporting, monitoring off all system instrumentation and identification of abnormalities affecting system performance, scheduling of system maintenance, annual review, modifications and updates to the system O&M and QA/QC plans, and system upgrades as required to maintain normal system functionality.

Alternative landfill Cap Design and Construction - Mr. Hunnewell was part of the design and construction oversight team that developed and implemented an alternate landfill cap design at a former foundry landfill in western Massachusetts. The landfill impact covered approximately 20-acres, required significant vegetative and tree clearing and grubbing, excavation, handling and placement/compaction of approximately 80,000-cubic yards of material and involved working around several active sanitary sewer easements. The alternate design was negotiated with MaDFP, which avoided the use of a conventional vegetative support layer requiring top soil. Through a program of soil testing and amendments that provided the necessary support for approval of the alternate cap design and construction, Mr. Hunnewell's team saved the client over \$500,000 in costs associated with top soil, and reduced the project schedule by 25%. To further reduce costs, and provide beneficial reuse of excavated soils from another local construction project, over 40,000-tons of clean material was imported from this other site for use as the final soil cover. The final two-foot cover created a barrier protecting the public from contact with the former foundry sand, as opposed to requiring a synthetic or compacted clay cover to limit infiltration of precipitation. All site stormwater was managed on site, with final grading and elevations conveying all sheet flow to one large and one small infiltration basin constructed on site and within the final landfill limits.

Confidential Client, Soil Excavation, Transportation and Disposal, Livingston, NJ - Mr. Hunnewell was the project manager that assisted with the final remedial approach and construction oversight and QA/QC for the remediation of PCE-impacted soils along an active stream bank. Design activities included assisting the consulting engineering with preparation of the general permit for stream encroachment activities, and rehabilitation of the stream banks during final restoration activities. The remedial approach involved excavation of approximately 2,000-tons of hazardous between the building foundation and stream, which involved protection of the foundation, active utilities and removal of the stream banks. Backfilling was done incrementally and restored to original grades, with final restoration including placement of the required geonet, vegetative cover and shrub replacement along the stream bed, with periodic monitoring of the new vegetation, in compliance with the general permit. The total contract value was \$380,000.00.

Confidential Client, Soil Excavation, Transportation and Disposal, Shickshinny, PA - Mr. Hunnewell was the project manager for the remediation of TPH-impacted soils within a defined wetlands area at this site in north central Pennsylvania. The wetlands were impacted by a release of No. 2 fuel oil from an upgradient UST. The

PATRICK HUNNEWELL

Quality Assurance Quality Control Manager
Matrix New World Engineering, Inc.

consulting engineer provided the wetlands delineation and identified the areas to be excavated. Because of the nature of the soils, pre-draining through conventional dewatering techniques was not possible. Drying beds were constructed and covered to minimize the impact of TPH and organic odors to the surrounding properties, and to allow the soils to dry to the maximum moisture content accepted by the T&D facility. Crane mats were used for all heavy equipment during the excavation process, to minimize the potential for equipment settling into the wetlands area. The team provided equipment and labor support to the subcontractor that was brought in by the consulting engineer to complete the wetlands restoration required as part of the overall contract. Approximately 1,200-tons of TPH impacted soils were removed as part of the remedy. The total contract value was \$260,000.00.

Mark IV Industries, Metuchen, New Jersey - Mr. Hunnewell was a project engineer for this large remediation project, assisting with the coordination and removal of approximately 20,000 tons of hazardous soils at an active manufacturing facility in central New Jersey. Remediation activities included the excavation and post-excavation sampling of several areas of concern in Level B PPE; operating construction equipment during excavation and backfilling/compaction of the areas of concern; and sample analysis recording/tracking. As part of the pre-mobilization and reporting activities, Mr. Hunnewell assisted with the wetlands delineation and preparation of the permit packages to NJDEP for final restoration during soil excavation and final restoration activities.

Confidential Client, Central New Jersey - Mr. Hunnewell was a project engineer for this large remediation project, assisting with the wetlands delineation, stream encroachment permits, and design for the stream diversion and reconstruction as part of a final remedial approach to excavate TPH impacted soils from a stream bed and the surrounding upgradient soils. The impacted wetland area was approximately 60,000-sq feet, including the stream bank. The final design included the identification of the wetlands areas to be mitigated and restored, removal and relocation of a 24-in stormwater conveyance pipe. The overall contract value was \$90,000.00.

National Grid, Utica, New York - Mr. Hunnewell the design and QA/QC manager for a 4,000-gpm temporary treatment system used to handle dredging materials generated as part of the final remedial approach for an active harbor. This system involved dredging along the harbor banks and bulkheads by a separate entity, which pumped the impacted dredge spoils to a 12-acre retaining pond constructed adjacent to the harbor. Within the pond sediment screens of varying size were constructed, generating an assembly of baffle walls that permitted the flow of water at a high rate that still permitted adequate settling of the smaller micron particulates. Coagulant and flocculent were distributed at separate points to aid in the settling process before the untreated water entered the pump intakes. The treatment process involved the use of multiple bag filter skid housing operated in parallel, and four Siemens IIP-20 20,000-lb liquid phase adsorbers systems operated in parallel and series. The system was successfully designed, constructed and operated to reduce TSS and VOC concentrations to below the discharge limits required by NYSDEC for discharge to surface water. The total contract value was \$820,000.00.

United States Army Corps of Engineers - Groundwater Pump and Treat System, Bog Creek Superfund Site, Howell, NJ - Mr. Hunnewell was the project manager for the installation of a groundwater pump and treat system upgrade at the Bog Creek Superfund site. The system included the installation of twenty Rediflo submersible pumps and downhole controls and equipment, extraction well vaults, SVE and pump and treat valves and instrumentation in the field, and the treatment equipment inside the new IEED certified building. The building, wells and site piping was installed by the Conti Group, the general contractor for the project. Treatment equipment and control panels were installed inside the building, which included a mix tank and clarifier with chemical feed systems, settling tank and solids handling system, low profile air stripper, liquid phase carbon, two PD blowers for the SVE component, and vapor phase carbon. A main control panel with complete SCADA access was integrated with two main pump panels with VFDs for the extraction wells, and a primary groundwater system control panel. The total contract amount was \$812,000.00.

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Scott Jackson
Natural Resource Advisor
Matrix New World Engineering Inc.

Professional Qualifications

Following his graduate work at Auburn University in 1998, Mr. Jackson entered the environmental consulting field. Shortly thereafter he became a project manager of environmental projects ranging from Environmental Site Assessments and wetland delineations to NEPA studies and Section 106 compliance for federally funded and/or licensed projects including public transportation projects.

Mr. Jackson served as a Project Manager on numerous NEPA compliance projects at a regional engineering consulting firm. Mr. Jackson co-authored Environmental Impact Statements, Environmental Assessments and Categorical Exclusions for many public transportation projects in multiple southeastern states. He also performed all of the firm's noise impact assessments and air quality studies.

Mr. Jackson served as Environmental Coordinator and managed Phase I and II Environmental Site Assessments, wetland delineations, GIS and GPS mapping projects, wetland fill permitting, mitigation, NPDES registration and engineering/development projects.

Education

Master of Science - Soil Science, Auburn University, Alabama 1998
Bachelor of Science - Environmental Resource Management and Planning, University of West Florida, Pensacola, Florida 1995

Training

Fundamentals of Noise Analysis, Florida Dept. of Transportation, 32 hrs.
Remote Sensing & Photo-Interpretation, University of West Fl.
Air Emission Analysis, Alabama Dept. of Transp. & Univ. Central.FL., 24 hrs.
Physics, Calculus, Trigonometry, Undergrad. Courses
Organic Chemistry, Graduate Course, Auburn University
Analytical Chemistry, Graduate Course, Auburn University
Qualitative Chemistry, Graduate Course, Auburn University
Soil Chemistry, Graduate Course, Auburn University
OSHA Hazardous Waste Operations (HAZWOPER) Training, 40 hr. & 8 hr. updates
Soils and Environmental Quality Graduate Course, Auburn University
Nutrient Management Plans, Seminar International Poultry Expo.

Professional Experience

MC252 Deepwater Horizon Spill Response, Baldwin County, Alabama Natural Resource Advisor (NRA) Team Lead – Natural Resource Advisor (NRA) Program Manager responsible for managing all day-to-day aspects of the NRA program. Ms. Evertsen's responsibilities include directing the training of new NRAs, provides NRAs in the field with all necessary equipment and supplies, administering the scheduling of replacement NRAs, review of daily 214 reports, and BMP checklists, overseeing the distribution of 214s and BMP checklists to appropriate agencies, and providing technical assistance to the NRA team leads. Ms. Evertsen coordinated field observations from the NRAs with all appropriate state and federal agencies as part of Section 7 (threatened and endangered species) and Section 106 (cultural and historical resources) compliance.

MC252 Deepwater Horizon Spill Response, Baldwin County, Alabama Natural Resource Advisor (NRA) Team Lead – NRA responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and state parks along Florida and Louisiana's Gulf Coast. As a NRA, Ms. Evertsen was responsible for implementing required Best Management Practices (BMPs), as provided by the United States Fish and Wildlife Services in accordance with the Endangered Species Act and other applicable laws. NRAs implemented BMPs to ensure contractor cleanup can take place, while having the least impact to the natural resources and wildlife. NRAs also conducted threatened and endangered species surveys, educated the public on the goals of the NRAs, documented daily observations, and prepared a daily report and completed the BMP checklist.

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Scott Jackson
Natural Resource Advisor
Matrix New World Engineering Inc.

PUBLICATIONS/PRESENTATIONS

Master's Thesis: Nitrate-N Leaching in Two Alabama Coastal Plain Soils, Auburn University, Auburn, Alabama, 1998.

Presented paper with published abstract: Cotton Yield as Affected by Rainfall Distribution in Alabama at Southern Branch Agronomy Society of America Meeting, Birmingham, AL, 1997 (Abstracts of Technical Papers, Southern Branch ASA, p.6 .1997.)

Presented paper and published abstract: Nitrogen Movement on Two Alabama Soils at Soil Science Society of America National Convention, Anaheim, CA, 1997 (Agronomy Abstract p. 36, American Society of Agronomy, 1997.)

Published June Rainfall Increases Cotton Yield in Alabama Agricultural Experiment Station Highlights of Agricultural Research Quarterly Magazine, Winter 1998

KEVIN CHURCH

Natural Resource Advisor

Matrix New World Engineering, Inc.

Professional Qualifications

Mr. Church has experience working for the public research university system, state agencies and private consulting industry. He currently serves the Florida Lead for Matrix on its Natural Resource Advisor program for the Gulf Oil Spill Response Team where he coordinates the daily efforts of a team of 17 biologists. Mr. Church is primarily a wildlife scientist, has a strong background in ecology and is experienced in study design and wildlife assessments with a particular focus on avian ecology and coastal and marsh habitats. He has drafted best management practices for listed species which have been adopted and implemented by the FWS. Through his understanding of natural resources and the views and goals of parties involved, he has a history of finding solutions to resource issues which are scientifically sound and agreeable to both his clients and stakeholders, promoting a positive goal-minded approach.

Education

B.S., Wildlife Ecology and Conservation, University of Florida, 2009

Professional Registrations, Certifications and Memberships

FFTH Wild land Firefighter

40-Hour OSHA HAZWOPER

8-Hour OSHA Refresher

Incident Command System (IS-100.b/IS-200.b/IS-700a)

Certified Wildlife Rehabilitator

Wildlife Observer Training

TWIC (Transportation Worker Identification Credential)

BP Post Emergency Spill Health and Safety Training

UTV/ATV Certification

Trimble Training

Boating Safety (FWC)

Florida Hunter Safety (FWC)

American Bird Conservancy

The Wildlife Society

Florida Association of Environmental Professionals

Professional Experience

MC252 Deepwater Horizon Spill Response, Natural Resource Advisor Team Lead – NRA Team Lead responsible for managing the NRA Team in Pensacola, FL. As NRA Team Lead, Mr. Church served as liaison between Program Manager and team to distribute program directives and request guidance, as resource for NRAs in field regarding daily job responsibilities, compliance issues, and interactions with cleanup operations, USCG, and USFWS. tracked progress of operations for each STR, represented NRA program at daily meetings, reviewed reports submitted by team and compile 214 reports, reviewed BMP checklists submitted by team daily, submitted BMP compliance reports, 214s, and BMP checklists to operations, USCG, and USFWS, developed and maintained work schedule and field assignments, and provided ongoing training and distribute materials to team. Mr. Church has provided training on natural resource and compliance issues to federal and state agencies as well as private companies.

MC252 Deepwater Horizon Spill Response, Natural Resource Advisor – NRA responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and state parks along Florida's Gulf Coast. As a NRA, Mr. Church was responsible for implementing required BMPs, as provided by the USFWS and Florida Department of Environmental Protection in accordance with the Endangered Species Act and other applicable laws. NRAs implemented BMPs to ensure contractor clean up can take place, while having the least impact to the natural resources and wildlife. NRAs also conducted threatened and endangered species surveys, educated the public on the goals of the NRAs, documented daily

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KEVIN CHURCH

Natural Resource Advisor

Matrix New World Engineering, Inc.

observations, and prepared a daily report and completed the BMP checklist.

FLDEP/State Parks – For public agency, Mr. Church delineated critical nesting habitats for shorebirds and seabirds. Worked with agency staff to post and monitor sites. Mr. Church has worked with public agency staff in the FL state park system to survey for endangered species, habitat, and shorebirds. This data was used to augment the Florida Shorebird Alliance's database of beach nesting birds.

Fl. Fish and Wildlife Conservation Commission (2010) – Field Biologist for USGS contract sampling the populations of secretive marsh birds throughout Florida. Mr. Church conducted field surveys, trained crew members on bird ID and sampling protocols, worked with various landowners and managers, private, and public lands, and compiled collected data. Mr. Church also assisted with collection and processing of data for nesting shorebirds in the Florida panhandle for the Florida Wildlife Conservation and Florida Shorebird Alliance. Mr. Church conducted population studies of avian species and marine invertebrates on Florida's coast. Along with stakeholder input, Mr. Church created the survey protocol. The data collected and compiled was used to set the state's baseline for NRD assessments. Duties included coordination of site visits, field surveys and compilation of data.

University of Florida – For public funded research, Mr. Church has worked on integrated pest management projects focused on passerine reproductive success in agricultural lands. Mr. Church worked with stakeholders to allow research to occur on privately held lands and performed field work. Trained volunteer staff on procedures and directed their work. Field duties included nest searches, nestling aging, vegetation sampling, insect abundance and identification, installation and maintenance of nest boxes, mapping of home range, use of camera traps to gauge agricultural pests predation quantity and type.

Mr. Church has worked with university staff on mist netting and banding of small raptors and passerine species in Ordway-Swisher Biological Station. Duties included identifying sites for trapping, set up and retrieval of equipment, ensuring adherence to regulation for handling, handling and banding birds.

For a public land conservation group, Mr. Church worked with university and agency staff to create avian and plant inventories for purchased land. Duties included coordinating work of surveyors for plant inventories, serving as contact on species identification, setting up and compiling inventories. His work with land conservation groups has also included management activities including prescribed fire on longleaf pine areas with non-profit management groups.

Mr. Church has worked as biochemistry research lab manager. Acted as department EH&S contact for department waste stream, biohazard, radioisotope, and regulated-use chemical waste. Maintained compliance documentation and active approvals for radioisotopes and restricted use chemicals. Maintained IACUC approvals for laboratories engaged in research with an animal use component.

Mr. Church has performed avian point count surveys to create seasonal inventories for public research university system. His duties involved tracking site visits, performing point and transect surveys, and reporting findings. The findings have been used as reference for research projects in the university system.

Mr. Church has experience in teaching biological lab techniques for the public university system. Responsible for biological sciences laboratory setups, greenhouse management, maintenance of cultures and *Drosophila* colonies, and management of inventories. Mr. Church has also developed of environmental education materials for the public education system which have been published through the IFAS extension agency. Duties included identifying gaps in teaching materials, creating content, consulting with working group on needs, and editing of final draft.

DERRON L. LA BRAKE, PWS
Senior Natural Resource Advisor and SCAT Leader
Matrix New World Engineering Inc.

Professional Qualifications

Mr. LaBrake is a Certified Professional Wetland Scientist with over 25 years of experience managing projects that involve the full range of ecological issues associated with wetland, aquatic, and terrestrial habitats. Mr. LaBrake is certified in Shoreline Cleanup Assessment Technique (SCAT) as both field team member and leader. He is an expert in wetland delineation, wetland functional assessment, replacement wetland design, and environmental permitting related to wetlands and other natural resources. Mr. LaBrake has conducted hundreds of wetland delineations throughout the eastern United States and obtained many State and Federal Permits for a variety of activities. He has been a practicing Wetland Scientist for over 25 years and was certified by the Society of Wetland Scientists as a Professional Wetland Scientist in 1995.

Mr. LaBrake has considerable skills in the discipline of dredge material management, having worked on both small 2,200 CY and large 8,5000,000 CY dredging projects since 1988. His experience includes the characterization of the in-situ sediment in terms of chemical constituents and physical properties, through the evaluation of disposal and reuse options, and including dewatering specifications. He has worked extensively with both State and Federal agencies obtaining approvals for a number of dredging projects. He developed close working relationships with New Jersey's Office of Dredging and Sediment Technology and the New Jersey Department of Transportation's Office of Maritime Resources. Those two Offices regulate all navigational dredging projects in the State of New Jersey.

Mr. LaBrake is highly skilled in the discipline of ecological risk assessment (ERA), having completed ERAs under numerous state and federal programs. His ERA experience relates primarily to sediments; however, he has also assessed ecological risks for a variety of contaminants in aquatic and terrestrial habitats. He recently negotiated a risk-based cleanup concentration for sediments in a creek that was impacted by historic releases from a former manufactured gas plant, saving a utility company millions in remediation costs.

Education

Graduate course work (Ecology), Villanova University, 1994
BS, Biology w/Ecology Concentration, West Chester University, 1989

Professional Certifications and Registrations

Professional Wetland Scientist # 000983, 1995, 2008
Shoreline Cleanup Assessment Technique (SCAT) Team Leader and Team Member Training, 2012
Habitat Evaluation Procedures, 1993
Wetland Evaluation Technique, 1988
OSHA-Hazardous Waste Operations and Emergency Response - 40 Hour, 1990
OSHA-Hazardous Waste Operations and Emergency Response 8-Hour Supervisor Training, 1992
OSHA-Excavation and Trenching, Competent Person, 2006
Chevron, LPS, 2005

Professional Experience

SCAT, Boston 30 Oil Spill, NY/NY Harbor (Newark Bay, Kill van Kull, Arthur Kill and Hudson River) – Performed SCAT work with representatives from the US Coast Guard and New Jersey Department of Environmental Protection, assessing shoreline primarily along the New Jersey shorelines. Assessed many miles of shoreline that included both natural and man-made shoreline types for effects associated with the release of No. 6 fuel oil. As the cleanup progressed, performed a number of the final assessments that were used to document the conditions for “Sign-Offs” of shoreline segments that were deemed clean and required no further cleanup action, based on the criteria developed for the different shoreline types and was the responsible party’s signatory for those segments.

SCAT, Sandy Incident, (Arthur Kill and Woodbridge Creek) – Performed SCAT work with representatives from the US Coast Guard and New Jersey Department of Environmental Protection, assessing shoreline along the Arthur Kill in New Jersey. Assessed a few miles of shoreline that included both natural and man-made shoreline types. Also

DERRON L. LA BRAKE, PWS
Senior Natural Resource Advisor and SCAT Leader
Matrix New World Engineering Inc.

collected samples for Natural Resource Damage Assessment documentation and samples for attribution because of the number of spills that had occurred in the area as a result of Hurricane Sandy.

Ecological Risk Assessment, NorthWestern Energy's Former Aberdeen Manufactured Gas Plant, City of Aberdeen, SD – Assessed historic analytical data collected from the site area (soil, sediment, and surface water) to determine whether there were any potential ecological risks associated with the detected concentrations of a variety of constituents. Based on the assessment, developed an additional investigation strategy and work plan to further assess the sediments in Moccasin Creek, where a historic discharge from the site was located. The sampling was limited to Contaminants of Potential Ecological Concern (PAHs). The work plan was prepared such that the data collected could also be used to determine the extent of sediment removal that would be necessary for later remediation. The sampling plan included the use of field screening kits (immuno-assay) to limit the number of samples that would need to be sent to a laboratory for analysis. Designed and executed an ecological risk assessment using a sediment quality triad approach to develop risk-based cleanup strategy for the impacted sediment. Sediment analytical testing, bioassay testing (*Chironomus tentans* with both chronic and acute endpoints), and benthic macroinvertebrate community sampling were used to assess ecological risks associated with elevated concentrations of constituents attributed to former manufactured gas plant operations. Based on an analysis of the results from the sampling, a proposed "risk based cleanup value" of 200 ppm total PAHs was proposed to the South Dakota Department of Environment and Natural Resources. The proposed cleanup value was subsequently accepted and by using a risk-based clean-up value Northwest Energy was able to save in excess of \$3.5 million (2006 dollars) in cleanup and disposal costs.

Proposed Ship Fuel Replenishment System, Draft Supplemental Environmental Impact Statement, Naval Weapons Station Earle, Monmouth County, NJ – Worked on the Supplemental Draft Environmental Impact Statement (SDEIS) was required for the US Navy to home-port two Auxiliary Oil and Explosives ships at Naval Weapons Station Earle. The original Draft EIS evaluated disposal options for 8.2-million cubic yards of dredge material and the Supplemental Draft EIS included evaluating additional dredge material disposal options and the siting of the Ship Fuel Replenishment System (SFRS 8,400,000 gallons of diesel marine fuel and 4,200,000 gallons of JP5 jet fuel). As part of the project team performed wetland delineations and field reconnaissances of potential sites for the SFRS and additional dredge material disposal sites and addressed comments received on the Draft Environmental Impact Statement (related to dredging) for the preparation of the Final Environmental Impact Statement.

New Turning Basin Port of Oakland, Dredge Material Disposal Management, Port of Oakland, Oakland, CA – Prepared a detailed cost estimate and operations plan for amending approximately 100,000 cubic yards of contaminated sediment/dredge material so that it could be disposed of at either of two local landfills. The dredge material was being generated from the construction of a new turning basin at the mouth of the Inner Harbor in San Francisco Bay at the Port of Oakland. The material that was selected to be mixed with the dredge material, primarily as a dewatering agent, was a locally generated by product (waste material) that could be beneficially reused. The amended dredge material would be of a suitable consistency for disposal at local landfills (passing a paint filter test) as daily cover material. The time required for obtaining the necessary permits precluded the use of this cost-effective option, because the project had to be completed within a nine-month time window, and the amount of time require for obtaining an air permits for the port side mixing was in excess of 270 days.

Berth Deepening, Construction & Marine Equipment Company, Inc., City of Elizabeth, NJ – Collected samples and provided data summary report to Construction and Marine Equipment Company, Inc. (CMEC) in support of the application they were filing for deepening their berth of -30 feet MSL. CMEC operates a marine construction facility on the Arthur Kill in Elizabeth, New Jersey. CMEC's existing berth was approximately 18 feet deep and needed to be deepened to approximately 30 feet deep to accommodate a large ship in need of substantial repairs. The sampling included collecting sediment cores up to 18 feet below the bottom of the Arthur Kill and analyzing the sediment for VOCs, SVOCs, PCBs, pesticides, metals, dioxins and furans. Also provided analytical testing (same parameters) for the mixed material (8% Portland cement) that will be disposed of at a land based facility. This dredging will be approved shortly by the State and Corps of Engineers

DERRON L. LA BRAKE, PWS
Senior Natural Resource Advisor and SCAT Leader
Matrix New World Engineering Inc.

Dredge Material Rehandling Facility Permitting, Construction & Marine Equipment Company, Inc., Elizabeth, NJ – Obtained a “revised” Waterfront Development Permit for Construction and Marine Equipment Company, Inc. (CMEC). CMEC operates a dredge material processing and rehandling facility in Elizabeth, New Jersey. Prepared the “revised” Waterfront Development Permit so that CMEC could be permitted to use a different amendment/dewatering process and to use a different configuration for the dredge material processing equipment at their port side facility on the Arthur Kill.

Maintenance Dredge Permitting, TOSCO Refinery, Trainer, PA – Prepared the sediment sampling and analysis plan, conducted the sampling, evaluated and summarized the analytical results, applied for and obtained the Water Quality Certificate from NJ DEP’s Office of Dredging and Sediment Technology, for TOSCO Refinery’s maintenance dredge. Following NJ DEP’s approval of the sampling and analysis plan, provided sediment sampling oversight and laboratory coordination. The sediment analysis included in addition to the normal bulk sediment analytical testing, PCB congeners analysis. Evaluated and summarized the analytical results for the Water Quality Certificate/Permit application, for the disposal of about 107,000 cubic yards of sediment dredged from the Delaware River. Was able to obtain the permit in a timely manner that allowed the Refinery to continue operations without interruption.

Maintenance Dredging, Borough of Point Pleasant, Point Pleasant Borough, NJ – Prepared the design specifications for the dredging dewatering and disposal of approximately 2,200 CY of sediment from Metedeconk River north of Barnegat Bay. A number of dewatering options were provided in the design specifications to provide options for the dredging contractor. The dewatering site, which was leased from a local community, had to be restored prior to the beginning of the “summer tourist season,” and there were dredge-timing restrictions due to winter flounder breeding habitat in the area. The disposal site for the sediment that was being dredged was a former sand-mining pit about 10 miles from the site. The combination of the winter flounder restriction and short time window allotted by a local homeowner’s association the project had to be carefully managed to meet all the restrictions imposed. Prepared permit applications and obtained permits for the dredging and dredge material dewatering area. The sediment was sampled and was determined to be sufficiently clean to be placed in the former sand pit. The project was completed on time and within budget.

Maintenance Dredge Permitting, Belmar Ferry Terminal Rehabilitation, Town of Belmar, NJ – Prepared the sampling and analysis plan for NJ DEP’s Office of Dredging and Sediment Technology’s review and approval, provided oversight of the sediment sampling, and prepared all of the analytical results summary tables for obtaining the Waterfront Development Permit for dredging and disposal of approximately 21,000 cubic yards of sediment from the Shark River. This project was one of the projects performed by Consolidate Technologies Inc. (CTI) where the sediment was stabilized and used to cap an abandoned strip mine in western PA.

Dredged Sediment Evaluation, Ft. Mifflin Disposal Facility, City of Philadelphia, PA – Conducted sediment sampling and analysis (dewatered sediment) at the U.S. Army Corps of Engineers’ Ft. Mifflin Dredge Disposal Facility, adjacent to the confluence of the Schuylkill and Delaware Rivers. The sampling was conducted to assessing the chemical and physical characteristics of the dredge material and to determine its suitability for potential reuse as fill for a former coal mine pit in Tamaqua, Pennsylvania. Provided the COE with a summary report regarding the quality of the sediment and a description of its characteristics. This sampling was in support of the approval CTI received which required 50,000 CY to come from a PA source of material.

Sediment Evaluation, Sumner Dam Removal, Upper Merion Township, Montgomery County, PA – Conducted sediment sampling and analysis to characterize the approximately 23,000 cubic yards of accumulated sediment behind the Sumner Dam for Upper Merion Township for the evaluation of disposal options. Upper Merion was seeking a grant to remove the 25-foot high 300-foot long dam from Balligomingo Creek.

CHRISTINA LANG**Natural Resource Advisor****Matrix New World Engineering, Inc.****Professional Qualifications**

Ms. Lang is an Ecologist with over 4.5 years of experience in the environmental industry. Ms. Lang has been involved in the capacity of ecologist, natural resource advisor, and industrial hygienist for various projects including oils spill cleanup, wildlife survey work, mold identification, mold and Chinese drywall inspections. Her experience provides a working knowledge of natural resource issues, environmental oversight, environmental assessments, and biological surveys/ identification.

Education

B.S., Biological Sciences, California Polytechnic State University, San Luis Obispo, California, 2008

Professional Registrations and Certifications

40-Hour Hazwoper, 2010

CPR Certified, 2012

Advanced Open Water Diver certification, 2012

Professional Experience

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor (NRA)- Natural Resource Advisor responsible for providing services to BP and to the Department of the Interior in support of guidelines set forth by the Department of the Interior and the National Oceanic and Atmospheric Administration activities for the Mississippi Canyon 252 (MC252) Deepwater Horizon Incident and resulting oil spill. While working on the oil spill, between August 2010 and the present, wildlife survey and natural resource support was provided. Wildlife surveys include the following; sea turtle/ sea turtle nesting, piping plovers, avian nesting, injured wildlife, beach mouse, and daily inventory of all other species observed. Natural Resource support include providing expertise in natural resource issues using a Trimble GPS device to enter data in the field. Duties also include and answering any questions pertaining to the environment, insuring that the disturbance of the environment is reduced while the set of guidelines that where created by the DOI and NOAA are followed. Christina has provided natural resource support along the coastline in Louisiana, Mississippi, Alabama, and Florida.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico Wildlife Capture-Specialist - responsible for providing services while working alongside LDWF and USFWS in support of the Mississippi Canyon 252 (MC252) Deepwater Horizon Incident and resulting oil spill. While working on the spill in the summer of 2010, duties included scouting for injured wildlife along the Louisiana coastline, responding to calls for injured or oiled wildlife and the capture of injured and oiled wildlife.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico Industrial Hygienist - Responsible for providing services to BP in support of the Mississippi Canyon 252 (MC252) Deepwater Horizon Incident and resulting oil spill. During the summer of 2010, air monitoring services were provided while taking VOC levels with corresponding GPS coordinates at various locations along the coast of Louisiana.

Wildlife survey work- Wildlife Biologist responsible for completing wildlife surveys which include; desert tortoise, dendrology, avian point count, avian mist netting, wildlife nesting, freshwater fish inventory, and T&E.

Barclay Assessment Services – Industrial Hygienist responsible for conducting Chinese drywall inspections, mold inspections, providing air quality/ monitoring services and analyzing various types of mold under a microscope.

LISA PITTMAN

**Natural Resource Advisor
Matrix New World Engineering, Inc.**

Professional Qualifications

Ms. Pittman is a Mobile, Alabama native and is currently employed by Matrix New World. Ms. Pittman has cumulative knowledge in the fields of natural resources advisement, fisheries management, environmental health sciences, ecology, and wildlife sciences. She has conducted various types of surveys and sampling for animals and their related habitats. She participated in fisheries management regulatory inspections and provided logistical support for the Alaska Department of Fish and Game. As an Environmental Health Specialist and Scientist for the Florida Dept. of Health, Ms. Pittman gained expertise in the SUPER Act programs, Florida's Healthy Beaches Program, On-site Sewage Treatment and Regulations, and numerous other environmental health programs where she obtained professional certifications and served as a regulatory inspector.

Ms. Pittman possesses teaching experience in the field of marine ecology and wildlife sciences. She has expertise in bird identification, and reconnaissance surveys as well as rehabilitation experience with birds of prey, sea and shore birds. Ms. Pittman is proficient in the use of GIS software, field equipment, and field techniques. She has over two years of experience on the BP Gulf Spill Response and is the lead Mobile County Natural Resource Advisor where she manages a team of six biologists. Ms. Pittman is responsible for providing natural resource information and environmental oversight on Dauphin Island and West Point Island in Alabama and coordinates efforts with local contractors and other agencies including the Gulf Coast Recovery Organization, U.S Fish & Wildlife Service, Section 7 and the U. S. Coast Guard.

Education

B.S., Wildlife Sciences, Auburn University, 1998

Professional Registrations and Certifications

HAZWOPER 40-Hour OSHA

8-Hour OSHA Refresher

Wildlife Observer USFWS Training

Sea Turtle Training USFWS

Bird Capture Training USFWS

ICS 100 and 700, FEMA

Dolphin rescue and recovery orientation, Institute for Marine Mammal Studies

On-Site Sewage Treatment and Regulations, State of Florida

Basic SUPER Act Solo GPS Training Certification, State of Florida

Soils, Systematic Botany, Ecology, Wildlife Management, Entomology, Ornithology, and Biology, Auburn University

BP Post Emergency Spill Health and Safety Training

UTV/ATV Certification

Trimble Training

Professional Experience

MC252 Deepwater Horizon Spill Response Lead, Mobile County Natural Resource Advisor, Dauphin Island, AL. - Natural Resource Advisor Team Lead (NRA Team Lead): responsible for providing environmental oversight, Best Management Practices (BMP) and Shoreline Treatment Recommendations (STR) set forth by state and federal agencies, for recovery of oil and oiled debris from beaches of Dauphin Island and West Point Island, Alabama. NRA Team Leads are responsible for reviewing and highlighting daily reports from field NRAs, and provided information to the U. S. Fish & Wildlife Services Section 7 Liaison, U. S. Coast Guard, Gulf Coast Restoration Organization personnel, land shareholders, and assigned contractors. Also responsible for producing and managing rotation schedules, crew assignments, and provides quality assurance and quality control of Mobile Co. BMP checklists. Concurrently, NRA Team Lead is tasked with approvals and edits to all Migratory Bird Nesting and Sea Turtle Nesting Data for Dauphin and West Point Islands. As the Mobile County Lead NRA, Ms.

LISA PITTMAN
Natural Resource Advisor
Matrix New World Engineering, Inc.

Pittman is responsible for keeping a current inventory of Mobile Co. NRA equipment, and provides assistance with related computer issues, BMP checklist programs, GIS software, and GIS equipment.

(MC252 Deepwater Horizon Spill Response, Natural Resource Advisor; Dauphin Island, AL. – Natural Resource Advisors (NRA) are responsible for providing environmental oversight during recovery of oil and oiled debris from beaches of Dauphin Island and West Point Island, Alabama. NRAs are responsible for documentation of implemented Best Management Practices (BMPs), as required by the United States Fish and Wildlife Services and Alabama Department of Environmental Protection in accordance with the Endangered Species Act and other applicable laws. NRA observed and advised on BMPs to ensure contractor clean up takes place, while minimizing impact to the natural resources and local wildlife. NRA conducted threatened and endangered species surveys, migratory bird nesting surveys, sea turtle surveys, as well as educating technicians and contractors on the goals of the NRA program. NRAs collected GPS data, photographed, and used GIS software and equipment to document Migratory Bird Nesting and Sea Turtle Nesting status for U. S. Fish and Wildlife, Share the Beach and local Sea Turtle permit holders. NRAs also assisted in providing data regarding dolphin and turtle carcasses for United States Fish and Wildlife Services and the Institute for Marine Mammal Studies.

MC252 Deepwater Horizon Spill Response, Wildlife Operations Field biologist; South West Alabama – Field biologist/paraprofessional responsible for the assessment, capture and rescue of oiled, injured, distressed wildlife, with concentrations on migratory birds and turtles throughout the West Alabama area including Dog River, Mobile Bay, Mississippi Sound, and Gulf of Mexico along Dauphin Island, AL. Responsibilities included assisting the U. S. Fish and Wildlife Services and the Alabama Department of Environmental Management in the rescue and capture of effected and injured wildlife, wildlife assessments and evidence collection. Teams responded to oiled wildlife hotline dispatches, prepared reports, collected photos and GPS data. Team members also assessed and reported damaged boom, oil slicks, and impacted areas where wildlife was present.

Wildlife Rehabilitation; Theodore Oiled Wildlife Rescue Center, Theodore, Alabama – Wildlife rehabilitator: responsible for assisting Tri State Birding, International Bird Rescue personnel, and local veterinarians in handling, feeding, and caring for oiled and injured wildlife. Other Rehab duties include transportation and transportation logistics of wildlife for reintroduction into wildlife habitat.

Texas State Aquarium; Education and Aquarium Guide, Corpus Christi, Texas – Marine Ecology Teacher and Aquarium Guide: conducted marine ecology classes and instruction for school age & college students, and organizations. Provided tours of the aquarium with emphasis on fish and wildlife local to the Gulf of Mexico and the state of Texas.

Florida Environmental Health Department; Santa Rosa County Health Department, Milton, Florida – Environmental Health Specialist (I): performed professional environmental work as related to On-site Sewage Treatment and Disposal Systems, Rabies, Tanning, Healthy Drinking Water, Mobile Home Parks, Group Care Facilities, and Sanitary Nuisances. Specialist sampled and monitored sites under the State Underground Petroleum Environmental Response Act. Obtained Inspector certificates, conducted site assessments, and worked closely with home builders, septic system contractors, plumbers, group care providers, mobile home park managers, home owners, business managers, and general public.

Florida Environmental Health Department; Pasco County Department of Health, New Port Richey, Florida – Environmental Health Specialist: assessed public beach areas and collected water samples for the Healthy Beach Program. Responsible for locating, recording global position of test sites, and collected water samples for investigation purposes under the State Underground Petroleum Environmental Response Act and obtained basic SUPER Act Solo GPS Training Certification.

LISA PITTMAN
Natural Resource Advisor
Matrix New World Engineering, Inc.

Alaska Department of Fish & Game; Ground fish, Shell fish Fisheries & Salmon Commercial Fisheries, Kodiak, AK – Fish and Wildlife Technician (II, III): responsible for statistical data entry and report generation of ground fish and shellfish species for the Alaska Westward region; conducted field work and data collection for management purposes. Other duties include issuing state vessel and gear registration, participation in vessel, catch, and gear inspections and conducting crew interviews as well as provided logistics, field, and lab support.

LAWRENCE MAUZZI, PG
Natural Resource Advisor Program Manager
Matrix New World Engineering Inc.

Professional Qualifications

Mr. Malizzi has 21 years of experience in spill response, Natural Resource Damage Assessment (NRDA), geology, hydrogeology, due diligence, and remediation. He is currently Program Manager for the Natural Resource Advisor Program in support of the MC252 Deepwater Horizon Response in the Gulf of Mexico. Mr. Malizzi has responsibility for the Matrix Spill Response Practice, the Mobile, Alabama and Wilmington, Delaware offices, and private sector business development. Mr. Malizzi has managed projects involving spill response, NRDA, major due diligence portfolios, groundwater and soil remediation, and hazardous and solid waste management. He has extensive experience providing these services to the insurance, oil and gas, financial, and automotive sectors. Mr. Malizzi is an active member of the International Bunker Industry Association and the Vice President of the Chesapeake-Potomac Chapter of the Society of Environmental Toxicologists and Chemists. He has spoken extensively on spill and other environmental topics in both the US, Canada, and EU. In addition, he has managed staff, had P/L responsibility for multiple offices, written numerous technical reports, testified at environmental hearing boards, participated in many public meetings, and published technical papers. He has set up and managed alliances with other consulting firms in the US, Canada, and the United Kingdom. Mr. Malizzi has also travelled extensively and lived abroad as part of his responsibilities.

Education

MS, Geology, Rutgers University, Geology, 1989
BS, Geoscience, Montclair State College, 1987

Professional Certifications and Registrations

Professional Geologist – Delaware, #S4-0000947, 1995
Professional Geologist – Pennsylvania, #PG001031G, 1995
40-Hour OSHA Hazardous Waste Safety and Health Operations
8-Hour OSHA Refresher Training for Hazardous Waste Operations
New Jersey UST Certifications- Closure and Subsurface Evaluator, NJDEP #0024760

Professional Affiliations

Vice President, Chesapeake-Potomac Regional Chapter of the Society of Environmental Toxicologists and Chemists
International Bunker Industry Association

Professional Experience

BP, MC252 Deepwater Horizon Spill Response, Gulf of Mexico –

- **Natural Resource Advisor (NRA) Program Manager-** instrumental in creating and, subsequently, managing all day-to-day aspects of the NRA program, which was created to ensure Section 7 (threatened and endangered species) compliance in coordination with the United State Fish & Wildlife Service, the National Oceanographic and Atmospheric Administration, and state agencies from Florida, Alabama, Mississippi, and Louisiana. Responsibilities include directing the training of the 98 NRAs in the 4 affected states, providing necessary equipment and supplies, administering the scheduling of replacement NRAs, review of daily 214 reports, and Best Management Practices checklists, and providing technical assistance to the NRA team leads. The NRAs are responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and state parks. NRAs also conduct threatened and endangered species surveys, educate the public on the goals of the NRA program, document daily observations, and prepare a daily reports and completed the BMP checklist using handheld Trimble Nomads.
- **Wildlife Operations Project Manager-** for the Houma and Mobile Commands and was responsible for field biologists capturing and rescuing oiled wildlife whose responsibilities included assisting the United States Fish and Wildlife Services and state agencies from Florida, Alabama, Mississippi, and Louisiana. Tasks included habitat patrol and wildlife assessments, evidence collection, assessing and reporting locations where damaged boom systems and oil slicks were present, and coordinating the radio dispatch and GIS mapping operations. Staff included 19 Matrix biologists and 60 Paraprofessionals. This work was done in close coordination with

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LAWRENCE MALIZZI, PG
Natural Resource Advisor Program Manager
Matrix New World Engineering Inc.

Tri-State Bird Rescue and Research.

- **Florida State Liaison-** for the Mobile Sector Incident Command Center located in Mobile, Alabama. As part of the Planning Section– Environmental Unit, Mr. Malizzi responsibilities included assisting the State of Florida in developing protective strategies for implementation of the Mobile Sector Area Contingency Plan (ACP) and identifying State sensitive areas not covered in the ACP. Mr. Dempsey helped develop the tracking of the booming coverage of all the ACP sites within the Mobile Sector by working with Planning, Operations and the States to assure completion of the ACP coverage requirements.

BP, Katrina Response, Louisiana – Project Manager for the incidence response to hurricane Katrina. The project included the coordination of command post staffing, over flights (both fixed wing and helicopter), water sampling, oil sheen sampling, photo georeferencing to establish baseline conditions, and current studies to establish baseline conditions surrounding the clients’ drilling platforms in order to defend against future NRDA, insurance, and third party claims.

Water Quality Insurance Syndicate (WQIS), Katrina Response, Louisiana - Project manager for a marine insurance company. The project consisted of identifying and surveying damaged vessels, specifically investigating pollution releases to the environment or the potential thereof from both vessels and over flights. Product, sheen, and water sampled were collected as part of the scope of work. Vessel locations were georeferenced using GPS and GIS in order to defend against possible future NRDA and third party claims.

Confidential Client, Net Environmental Benefits Analysis (NEBA)/NRD Study, New Jersey – Project manager for a NEBA/NRDA liability study. The technical scope included a biological and economic study of a unique island containing endangered species located in the Delaware River. Remedial options were weighed to minimize ecological impact, as well as value the natural resources present. The final report was used to negotiate settlements with state, local agencies, and developers.

Confidential Client, NRDA Analysis, New Jersey - Remedial alternatives analysis advisor to a PRP group. The site consisted soil and groundwater contamination being remediated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Technical scope included report and data review. The information was structured in to a NEBA framework. The PRP group was advised to use air sparing versus pump and treat to protect wetlands from being dewatered.

Confidential Client, Vessel Collision, Louisiana - Project Manager on a vessel collision case, where spilled oil injured wildlife and habitat by affected miles of shoreline along the Mississippi River. The project was on behalf of the correspondent for a UK-based marine insurance firm which represented on of the vessels. Technical scope included reviewing expert reports, analyzing historical data, and running the Type A model to calculate injury. Work products were used to negotiate a settlement.

Water Quality Insurance Syndicate (WQIS), Oil Spill, Massachusetts - Project Manager for the response to a 2,000-gallon oil spill caused by overfill of a refueling ferry in Massachusetts. Technical scope included the collection of sediment and water samples, mapping of oiled areas, interpretation of analytical results, and negotiation with regulators. All work was conducted under the Massachusetts Contingency Plan (MCP). Prompt response by the client prevented the filing of an NRD claim by the state.

Buckeye Pipeline, NRD Settlement, Pennsylvania - Oversaw the development of restoration options at a petroleum spill site in western Pennsylvania north of Pittsburgh. Scope included the design of various restoration options to compensate the public for lost use caused by a pipeline failure and provided a restoration plan for possible presentation to the Pennsylvania Department of Environmental Protection (PADEP).

Confidential Client, Steel Mill Acquisition Portfolio, Pennsylvania - US project manager for a European client looking to

LAWRENCE MALIZZI, PG
Natural Resource Advisor Program Manager
Matrix New World Engineering Inc.

purchase steel mills around the world. Conducted an AAI Phase I of a closed steel mill in Pennsylvania and provided a detailed report with cost estimates to re-open the mill. Recognized Environmental Conditions (RECs) and proposed remedies were also provided as part of the report. Mr. Malizzi worked with an international team to assist the client in the bidding process.

Confidential Clients, E-room Portfolio Reviews, US and Canada - Project participant involved in numerous due diligence projects which consisted of researching hundreds of documents on e-rooms for relevant information. Documents included permits, deeds, leases, historical maps, Phase I and II reports, and remedial action work plans. Tasks included identifying environmental liabilities and quantifying costs to resolve those liabilities as part of a bidding process.

American Financial Real Estate Investment Trust (REIT), Bank Branch Portfolio, Southeastern US - Project manager for bank portfolio projects in the southeastern U.S., Mr. Malizzi managed a 121-site portfolio of bank branches being purchased by a REIT. The scope of work included Phase Is, PCAs, and seismic surveys. Phase IIs were also completed for sites identified with recognized environmental conditions. He managed staff from various offices to produce standardized work product. He also managed mold surveys for 13 sites. The scope included air sampling and reporting.

American Financial Real Estate Investment Trust, Bank Branch Portfolio, Southeastern US - Project manager for another bank portfolio project in the eastern U.S., Mr. Malizzi coordinated the remediation of 10 sites with issues identified via due diligence. The scope of the project included underground storage tank (UST) removal, groundwater remediation, well installation and closure, waste disposal, creation of natural attenuation monitoring plans, and regulatory interface.

Confidential Client, Due Diligence and Baseline Environmental Assessment (BEA), Michigan - Project manager for a client attempting to sell an industrial property in Detroit via the BEA process. Tasks included site delineation and remediation of free-product fuel oil and significant crude oil contamination from historical uses. The scope of services included the installation of soil boring to collect soil and groundwater samples. Analytical results were compared against Michigan Department of Environmental Quality risk-based closure criteria for industrial sites.

Continental Airlines, UST Closure, North Carolina - Project manager for project to identify and delineate the impacts groundwater and soils caused by leaking USTs at Greensboro International Airport. Technical scope included the installation of soil borings to collect soil and groundwater samples, technical reports and regulatory interface to close sites.

Ford Motor Company, Auto Dealership Environmental Compliance, US, Canada, and Mexico - Project Manager for over 40 remediation and compliance projects. Remediation included the removal of hydraulic hoists, USTs, dry wells, and oil/water separators. Tasks included excavation oversight, soil testing and disposal, waste disposal, and regulatory interface/reporting. Compliance included the creation of spill prevention, Control, and Countermeasures (SPCC) plans and compliance auditing. Work was completed as part of a national contract with standard fees and scopes-of-work.

Global Risk Solutions, Environmental Insurance Claims Support, North Carolina - Project Manager for claims support on a multi-million dollar pipeline release. Technical scope included a site visit, data review, cost analysis, and negotiation with the insured, a major oil company, on behalf of the insurer via their insurance adjusters. Third party claims and off-site treatment of waste water and product were also analyzed along with soil and groundwater remediation issues.

XL Insurance, Environmental Support, US - Project Manager for loss control surveys at facilities ranging from chemical manufacturers to the textile industry. Technical scope included site visits to identify compliance status, previously existing environmental conditions, employee training, environmental record keeping, and facility usage. The deliverable consisted of a detailed report of findings, to include recommendations for improvement of environmental compliance by the insured.

MARGO D. MOSS

Natural Resource Advisor

Matrix New World Engineering Inc.

Professional Qualifications

Ms. Moss has a background that includes a masters of science in environmental biology with ecology, restoration and policy concentration, and a focus on water management and wetlands. She additionally has over two years' experience as an environmental consultant in the Gulf Coast region. Her experience includes conducting impact and needs assessments, and assisting in the review of government-funded wetland restoration projects' conceptual design, construction and monitoring. She has extensive experience assisting in the conceptual development and execution of proposals for wetland restoration, especially involving NRD claims, offset credits and HEA analysis. Ms. Moss has experience with the MC252 Deepwater Horizon Spill researching and analyzing environmental and behavioral health parameters and data being collected by governmental agencies under the NRDA process, and non-governmental groups. Her spill experience also includes the development of technical reports and factsheets examining research activities in the Gulf relating to the spill, and identifying habitats and species most at risk. She additionally has response experience as a Natural Resource Advisor conducting fieldwork, monitoring compliance with environmental regulations and best management practices, and providing recommendations in various locations throughout the Gulf coast. Ms. Moss has experience with Emergency Contingency plans, and capacity building to provide effective assistance by addressing disaster threshold and relevant level of response; communications; access; logistics; personnel safety; interagency communications; pre and post disaster fundraising; and partner engagement protocols.

Education

MS, Environmental Biology with an Ecology, Restoration and Policy Concentration, Tulane University, 2010

BS, Biology with a Ecology and Environmental Biology Concentration, Tulane University, 2007

Field Work, Tropical Biology, Duke University, 2005

Professional Registrations and Certifications

ASFPM Certified Floodplain Manager

24-Hour OSHA Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) Training

8-Hour OSHA HAZWOPER Refresher Updated Annually

Post Emergency Spilled Oil Cleanup Certified (HSEREH004)

Florida Wildlife Observer (WO) Certified

Professional Experience

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor, Venice, LA, Grand Isle, LA and Gulf Shores, AL – As a Natural Resource Advisor (NRA), Ms. Moss was responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and marsh habitats. She implemented Best Management Practices (BMP), as provided by the United States Fish and Wildlife Services in accordance with the Endangered Species Act and other applicable laws, for Shoreline Treatment Recommendations (STR) at oil response and cleanup sites along Alabama and Louisiana's Gulf Coast. NRAs coordinated cleanup activities among local, state, and federal agencies, as well as operations managers and local private stakeholders to ensure contractor cleanup operations could be carried out, while having minimal impact on natural resources and wildlife. She advised the response effort on nesting bird protection areas to reduce bird takes and critical habitat loss. NRAs also conducted threatened and endangered species surveys, educated the public on the goals of the NRAs, documented daily observations, and prepared a daily report and completed the BMP checklist.

Gulf Restoration Network (GRN), New Orleans, LA - Acted as lead on a grant awarded from Tulane University in partnership with the Gulf Restoration Network (GRN), to examine and analyze research activities in the Gulf relating to the oil spill. Researched academic activities and research relating to the Gulf oil spill including unpublished and preliminary data to compiled a database of current, future and proposed activities.

Analyzed the research database to determine gaps and needs in the research, and provide recommendations to the GRN in order to guide policy and advocacy efforts. Developed a project fact sheet and technical reports to disseminate findings to the greater Gulf Coast communities. Presented project findings at GRN's Gulf Gathering Workshop to further educate and encourage community participation.

MARGO D. MOSS
Natural Resource Advisor
Matrix New World Engineering Inc.

Eco-Asset Development, St. Charles Parish and St. Bernard Parish, LA – Assisted in developing eco-asset projections and designs based on carbon-offset methodology from afforestation, reforestation and revegetation of degraded deltaic wetlands. Conducted an environmental impacts assessment of proposed pilot project and viable alternatives.

Lake Ponchartrain Basin Foundation (LPBF), New Orleans, LA – Ms. Moss was responsible for reviewing Environmental Impact Statements (EIS), Project Factsheets and technical reports to help identify institutional gaps or needs of government-funded projects. Assisted in providing scientific and technical expertise on the Pontchartrain Coastal Lines of Defense (PCLOD) program's priority projects, in support of coastal sustainability and hurricane protection programs.

Louisiana Public Health Institute (LPHI), New Orleans, LA - Supported the Louisiana State Interagency Work Group in coordinating the Impact and Needs Assessment in response to the Deepwater Horizon oil spill event. Coordinated assessment activities with local, state, and federal agencies, as well as environmental stakeholders. Researched environmental and behavioral health parameters and data being collected by governmental agencies under the NRDA process, and non-governmental groups.

Oxfam America, Louisiana, Mississippi and Alabama - Updated the Emergency Contingency Plan to maximize Oxfam's capacity to provide effective assistance by addressing disaster threshold and relevant level of response; communications; access; logistics; personnel safety; interagency communications; pre and post disaster fundraising; and partner engagement protocols. Expanded Oxfam's advocacy and capacity building program to address vulnerable communities' needs for coastal wetland restoration

Conference Proceedings

M.D. Moss, J.O. Karubian, S.K. Mack, and S.M. Longest. "Research in the Gulf of Mexico on the effects of the Deepwater Horizon oil spill." *Gulf Gathering 2010: A United Response to the BP Drilling Disaster*. Weeks Bay, AL. March 2011.

RACHEL MUNSCH

Natural Resource Advisor Team Lead/Biologist
Matrix New World Engineering, Inc.

Professional Qualifications

Ms. Munsch is a Biologist with 6 years of experience in the environmental industry. Ms. Munsch has been involved in the capacity as team leader, trainer, and field biologist with the BP Environmental Unit MC252 Oil Spill. Her experience provides a working knowledge of environmental compliance measures, Section 7 Consultation, and scientific leadership.

Education

B.S., Biology, emphasis on Embryology Texas A&M University 2010

Professional Registrations and Certifications

40-Hour OSHA

8-Hour OSHA Refresher

Wildlife Observer Training

BP Post Emergency Spill Health and Safety Training

UTV/ATV Certification

Trimble Training

Professional Experience

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor Team Lead, Pensacola, FL – NRA Team Lead responsible for managing 20 NRAs in Pensacola, FL. As NRA Team Lead, Ms. Munsch served as liaison between Program Manager and team to distribute program directives and request guidance, as resource for NRAs in field regarding daily job responsibilities, compliance issues, and interactions with cleanup operations, USCG, and USFWS, tracked progress of operations for each STR, represented NRA program at daily meetings, reviewed reports submitted by team and compiled 214 daily reports, reviewed BMP checklists submitted by team daily, submitted BMP compliance report, 214, and BMP checklists to operations, USCG, and USFWS daily, developed and maintained work schedule and field assignments, and provided ongoing training and distribute materials to team. Rachel also helped establish the program in the beginning stages and has been involved as Team Lead since the inception of the NRA program. Ms. Munsch worked towards establishing a sterling reputation for the NRA program with cleanup operations and all parties involved.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor, Pensacola, FL – NRA responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and state parks along Florida's Gulf Coast. As a NRA, Ms. Munsch was responsible for implementing required BMPs, as provided by the USFWS and Florida Department of Environmental Protection in accordance with the Endangered Species Act and other applicable laws. NRAs implemented BMPs to ensure contractor cleanup can take place, while having the least impact to the natural resources and wildlife. NRAs also conducted threatened and endangered species surveys, educated the public on the goals of the NRAs, documented daily observations, and prepared a daily report and completed the BMP checklist. She worked with Trimble GPS devices to document information in real-time while in the field. Rachel also acted as a spokesperson for the development for the NRA program development of the Trimble BMP programs.

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CLARE P. SULLIVAN, CHMM, CSP
Environmental Health and Safety Manager
Matrix New World Engineering, Inc.

Professional Qualifications

Ms. Sullivan has more than 25 years of diverse experience in the performance of comprehensive assessments used in the evaluation of potential liabilities associated with property transfers, site development the evaluation of a facility's compliance with regulatory requirements, and the evaluation of contaminated areas on-site. In addition, Ms. Sullivan is experienced in the management and performance of hazardous materials surveys, including surveys of asbestos, lead-based paint, and PCBs, as well as the designs for abatement/management and construction oversight. In addition, Ms. Sullivan has managed numerous hazardous waste screenings of project corridors, and has conducted preliminary site assessments, site investigations, underground storage tank closures, remedial investigations, construction oversight, source removal, operation and maintenance, and long term monitoring projects. She also has successfully negotiated alternate scopes of investigation/cleanup criteria with the New Jersey Department of Environmental Protection (NJDEP). Ms. Sullivan has experience in the validation of analytical data packages in accordance with NJDEP Standard Operation Procedures and has prepared Quality Assurance Project Plans (QAPP) for remedial investigations at various sites under federal and state oversight. Ms. Sullivan served as a Hazardous Site Mitigation Specialist for NJDEP where she conducted comprehensive preliminary site assessments and site investigations under the authority of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and Resource Conservation and Recovery Act of 1976 (RCRA).

Education

MS, Environmental Science, NJIT, 1990
Graduate course work (Marine Ecology), Southern Connecticut State University, 1984
BS, Biology, Fairfield University, 1982

Professional Registrations and Certifications

40-Hour OSHA Hazardous Waste Safety and Health Operations, 1987
8-Hour OSHA Refresher Training for Hazardous Waste Operations – Updated Annually
NY State/AHERA Asbestos Inspector and Management Planner, 1990
NYC Asbestos Investigator License, 2003
NY State/AHERA Accredited Asbestos Project Designer, 1999
Certified Hazardous Materials Manager, #2906, 1991
Confined Space Entry, 2001
NJDEP Certified UST Subsurface Evaluator, #0012565, 1992
ANSI-RAB NAP Accreditation Program-Lead Environmental Management System Auditors, 2000
NJ Transit Roadway Worker Safety Training – Updated Annually
Amtrak On-Track Safety for Contractors – Updated Annually
MTA Metro North Railroad Roadway Worker Procedures - Updated Annually
Voting Member, ASTM Committee E-50 on Environmental Assessment, 1994
Certified Safety Professional, Board of Certified Safety Professionals, 2004
NJDEP Cleanup Star, 2005

Professional Affiliations

Voting Member, ASTM Committee E-50 on Environmental Assessment
Women in Transportation
Academy of Certified Hazardous Materials Managers

Professional Experience

NJ Transit, Access to the Regions Core Project, New York/New Jersey - Project Director responsible for the preparation of the hazardous materials sections of the environmental assessment/environmental impact statement for this project which will expand Trans-Hudson rail service to Midtown Manhattan. Work under this contract included: identification of areas of environmental concern in buildings and/or properties to be acquired (due diligence), impacted, and/or demolished; identification and delineation of the extent of areas of contaminated and hazardous materials; management (handling, transportation and disposal) of contaminated materials during

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Environmental Health and Safety Manager
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construction (soil, groundwater, surface water, sediment, ballast, asbestos, lead-based paint, construction debris); and preparation of appropriate environmental documents (NEPA), contract documents (plans and specifications), and permits for construction.

NJ Transit, Passaic Bergen DMU MOS, Bergen and Passaic Counties, New Jersey – Project Director providing environmental services related to the preparation of an Environmental Impact Statement (EIS) and performance of an Environmental Site Investigation for the Passaic Bergen Diesel Multiple Unit (DMU) MOS Project. The project involves the restoration of passenger rail service within the existing New York Susquehanna and Western (NYS&W) right-of-way along a 10.2 mile corridor from Hawthorne to Hackensack. This project proposes to upgrade existing NYS&W infrastructure, and restore two-track commuter rail service operated by NJ Transit. The project would construct up to 12 passenger stations, two park-and-ride facilities, a vehicle maintenance facility, and improvements to track and signal infrastructure. The passenger rail service would operate every 15-30 minutes between Hawthorne and Hackensack using DMU vehicles.

NJ Transit, Trans-Hudson-Express Tunnel, NJ/NY – Project Director responsible for the performance of environmental investigation activities as part of Preliminary Engineering services for the Trans-Hudson-Express Tunnel project, which will expand commuter rail operations as part of the Access to the Regions Core project. The scope of services under PE include the loop tracks, Northeast Corridor improvements, alignment approaches to the tunnels, ventilation facilities, the tunnels, maintenance and storage yards, signal systems, the 34th Street Station and power supply. Specific work under this contract includes the preparation of Sampling and Analysis Plans, performance of environmental site investigation activities at specific contaminated sites within the project area, and preparation of site investigation reports. Additional services include environmental oversight and the collection and analysis of environmental samples along the entire proposed alignment.

NJ Transit Port Imperial Ferry Terminal, Weehawken, New Jersey - Project Director providing field and office engineers for the oversight of the construction of a new ferry terminal being constructed by NJ Transit for the use of NY Waterway. Matrix field engineers were responsible for inspecting the construction for compliance with the plans and specifications, and coordinating, resolving and documenting changes due to conditions encountered during construction. In addition, Matrix also provided office engineers to assist the Project's Resident Engineer in coordinating and processing change orders, requests for information, contractor submittals, and other project documentation for this \$40 million dollar project. Matrix was responsible for logging and tracking the documents, and following up with the architect, design engineers, and contractor on the status and schedule for submittals. Matrix also assisted in the oversight of the installation of precast and cast-in-place concrete, structural steel, and interior finishing.

NJ Transit Hoboken Terminal, Hoboken, NJ – Project Manager supporting the Resident Engineer in providing construction management and oversight for NJ Transit on the Hoboken Ferry Terminal improvement project. The project includes the rehabilitation and modernization of the intermodal transportation hub for ferries, trains, buses, and the PATH subways. The old ferry slips are being completely reconstructed, and the channel for the slips dredged to access the main Hudson River channel. Matrix provided technical support by overseeing and monitoring the dredging. Services included field oversight of the dredging and disposal operations, and tracking of the quantities of dredged material. Matrix is also provided on-site support in overseeing other elements of the project including the construction of a new wheel truing facility, which will expand the train maintenance operations at the Terminal.

NJ Transit, Graw Interlocking Right-of-Way Improvements, Rahway, NJ – Project Manager responsible for subsurface investigation and geotechnical investigations in the area of the proposed Right-of-Way improvements to provide recommendations for catenary foundation design, retaining wall design, soil reuse, general earthwork construction, and to prepare an Environmental Assessment Report, as required by NJDEP Executive Order 215. The project was completed within the approved schedule and budget.

NJ Transit, Ambrose Arch Bridge, Middlesex, NJ – Project Director for the performance of a hazardous materials

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Environmental Health and Safety Manager
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investigation, preliminary assessment/limited site investigation and Executive Order (EO) 215 associated with the replacement of the Ambrose Arch Bridge.

NJ Transit, Northern Bus Maintenance Facility, Clifton, NJ – Project Director for the performance of a remedial investigation at the location of a proposed bus maintenance facility which historically included extensive creosoting operations. Matrix was responsible for overseeing the subsurface environmental field investigation which included the installation and sampling of numerous soil borings and installation and sampling of overburden and bedrock monitoring wells. Conducted a comprehensive asbestos and lead survey in an existing warehouse facility located on the site.

New Jersey School Construction Corporation (NJSCC), Burlington City High School, Burlington, NJ - Project Director in charge of environmental and civil engineering services as part of school renovation. Matrix provided oversight services during the removal of asbestos-containing materials from existing building structures prior to demolition. Supplemental surveys were conducted of the existing structures to locate ACM undiscovered by previous building surveys. Matrix prepared emergency specifications and guidelines for the abatement of newly identified ACM. Matrix conducted a limited Remedial Investigation of the work area to identify the limits of fill material that was previously interred on the property prior to the Burlington Board of Education acquiring the property. As part of school expansion and athletic field redevelopment activities, Matrix conducted a limited Remedial Investigation identified fill material across the eastern portion of the property beneath the proposed addition and athletic fields. Matrix prepared a Remedial Action Work Plan (RAWP) which would incorporate a remedial action of the surface soils and engineering controls, in the form of a Deed Notice. The RAWP was reviewed and approved by NJDEP. Matrix provided oversight for the removal of approximately 4,500 cubic yards of material and the placement of certified clean fill around the newly constructed building addition.

New Jersey School Construction Corporation (NJSCC), Wilbur Watts Intermediate School, Burlington, New Jersey - Project Director providing environmental engineering services for a new middle school building that included demolition of the existing school, and construction of new Board of Education Offices, a varsity athletic field, track, playground equipment, basketball courts and parking areas. Matrix provided oversight services during the removal of asbestos-containing materials (ACM) from the existing building structures prior to demolition. Supplemental asbestos surveys were conducted of the existing structures to locate ACM undiscovered by previous building surveys. The results were documented in detailed reports, and emergency specifications and guidelines were prepared for the abatement of newly identified ACM.

New Jersey Schools Construction Corporation (NJSCC), Environmental Site Investigation, Dayton Avenue School Campus, Passaic, New Jersey – Program Manager responsible for the performance of supplemental environmental site investigation work, supplemental hazardous materials surveys, preparation of abatement/remediation plans and specifications, and abatement monitoring services for a proposed Dayton Avenue School Campus. Ms. Sullivan reviewed prior survey reports prepared for the subject property and conducted additional surveys to determine the extent of asbestos and lead-based paint in the existing hospital structure which was slated for demolition in preparation for the new Dayton Avenue School. A comprehensive survey findings report was prepared, and observations were made regarding the potential presence of other hazardous materials (e.g., mercury-containing materials, PCB-containing equipment and medical waste). Ms. Sullivan reviewed and confirmed prior Preliminary Assessment/Site Inspection (PA/SI) reports and their findings, and installed and sampled groundwater monitoring wells to delineate the extent of groundwater contamination identified on-site and to determine the impact on groundwater from a former underground storage tank. Additional investigation activities were performed to ensure that all areas of concern (AOCs) and excavated material for removal or re-use were adequately characterized.

TERA MALDONADO
Natural Resource Advisor
Matrix New World Engineering, Inc.

Professional Qualifications
Ms. Maldonado

Education
B.S., Biology, Minor: Marine Science University of Wisconsin, 2007

Professional Registrations and Certifications
Wildlife Observer Training
BP Post Emergency Spill Health and Safety Training
UTV/ATV Certification
Trimble Training

Professional Experience

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor Team Lead, Grand Isle, LA – NRA Team Lead responsible for managing 13 NRAs in Grand Isle, LA. As NRA Team Lead, Ms. Maldonado served as liaison between Program Manager and team to distribute program directives and request guidance, as resource for NRAs in field regarding daily job responsibilities, compliance issues, and interactions with cleanup operations, USCG, and USFWS, tracked progress of operations for each STR, represented NRA program at daily meetings, reviewed reports submitted by team and compiled 214 daily reports, reviewed BMP checklists submitted by team daily, submitted BMP compliance report, 214, and BMP checklists to operations, USCG, and USFWS daily, developed and maintained work schedule and field assignments, and provided ongoing training and distributed materials to team, and managed online documentation of bird nesting sites and implementation of protective measures to nest sites.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor, Grand Isle, LA – NRA responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and state parks along Louisiana's Gulf Coast. As a NRA, Ms. Maldonado was responsible for implementing required BMPs, as provided by the USFWS and Louisiana Department of Wildlife and Fisheries in accordance with the Endangered Species Act and other applicable laws. NRAs implemented BMPs to ensure contractor cleanup can take place, while having the least impact to the natural resources and wildlife. NRAs also conducted threatened and endangered species surveys, educated the public on the goals of the NRAs, documented daily observations, and prepared a daily report and completed the BMP checklist. She worked with Trimble GPS devices to document information in real-time while in the field.

DONALD C. WENDT JR., RG
Natural Resource Advisor
Matrix New World Engineering, Inc.

Professional Qualifications

Mr. Wendt is a Geologist/Office Engineer/Field Inspector with over 23 years of experience in the areas of spill response, construction management and inspection, contractor oversight, inspection and supervision of drilling and environmental monitoring. Mr. Wendt worked in the Mobile Sector Incident Command Center (ICC) with the states of Alabama and Florida as part of the Environmental Unit for the MC252 Deepwater Horizon Spill. Acting as a state liaison on behalf of BP, Mr. Wendt oversaw the development of booming strategies and the deployment of boom as per the requirements of the Area Contingency Plan (ACP). Mr. Wendt also assisted the states with administrative and logistical support activities. He also assisted the Environmental Unit Leader, or their designee in a multitude of environmental compliance tasks associated with protecting and mitigating the impact of oil on the coast of the Gulf of Mexico. Mr. Wendt was a Natural Resource Adviser (NRA) and Assistant Program Manager for the NRA Program. The NRA program involved the use of geologists, biologists, archeologists and other scientists to oversee compliance with agency approved Best Management Practices (BMPs) The NRA's, using a BMP Checklist, ensured that operations crews minimized further damages to natural resources during cleanup activities. Mr. Wendt was assistant program manager for the NRA Program. He provided administrative and logistical support to the NRAs in Florida, Alabama, Mississippi and Louisiana. He also supported the Environmental Unit and regulatory personnel in training NRAs in proper implementation of the BMP checklist and assisted operations staff with compliance issues. His responsibilities have included the preparation of specifications and procedures, cost estimating, scheduling, charge order processing, punch list preparation and project closeout. Mr. Wendt has prepared daily, weekly and payment processing. In addition, he has supervised subcontractors, performed oversight of contractors and subcontractors, verified quantities. Mr. Wendt has worked on numerous US Environmental Protection Agency and New Jersey Department of Environmental Protection sponsored remedial investigations, cleanups, and oversight projects.

Education

BA, Geology, Jersey City State College, NJ, 1989
Construction Management Certificate, NJIT 2009

Professional Registrations and Certifications

40-Hour Health and Safety Training, OSHA
8-Hour Supervisor Health and Safety Training, OSHA
New York State/EPA AHERA Asbestos Building Inspector, 2009
SSPC C-3 Supervisor/Competent Person Training for De-leading of Industrial Structures
Registered Geologist, Tennessee No. RG 0594
Certified Subsurface Evaluator - NJDEP No. 0012933
Construction Management Training (24 Hour), NJ Transit/New Jersey Institute of Technology, 2009

Professional Experience

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, NRA Program Manager, LA, MS, AL, FL – Natural Resource Advisor (NRA) Program Manager responsible for managing all day-to-day aspects of the NRA program. Ms. Evertsen's responsibilities include directing the training of new NRAs, provides NRAs in the field with all necessary equipment and supplies, administering the scheduling of replacement NRAs, review of daily 214 reports, and BMP checklists, overseeing the distribution of 214s and BMP checklists to appropriate agencies, and providing technical assistance to the NRA team leads. Ms. Evertsen coordinated field observations from the NRAs with all appropriate state and federal agencies as part of Section 7 (threatened and endangered species) and Section 106 (cultural and historical resources) compliance.

MC252 Deepwater Horizon Spill Response, Gulf of Mexico, Natural Resource Advisor, Destin, Florida and Grand Isle, LA – NRA responsible for providing environmental contractor oversight during cleanup, reconnaissance, and recovery of oil and oiled debris from beaches and state parks along Florida and Louisiana's Gulf Coast. As a NRA, Ms. Evertsen was responsible for implementing required Best Management Practices (BMPs), as provided by the United States Fish and Wildlife Services in accordance with the Endangered Species Act and other

DONALD C. WENDT JR., RG
Natural Resource Advisor
Matrix New World Engineering, Inc.

applicable laws. NRAs implemented BMPs to ensure contractor cleanup can take place, while having the least impact to the natural resources and wildlife. NRAs also conducted threatened and endangered species surveys, educated the public on the goals of the NRAs, documented daily observations, and prepared a daily report and completed the BMP checklist.

New Jersey Department of Property Management and Construction, New Fiber Path, New State Police Headquarters, West Trenton, NJ - Mr. Wendt is the construction manager for the installation of a new 3500 LF of fiber optic cable run. His responsibilities included preparation of the plans and specifications, preparing the engineers estimate, project schedule and assisting in the preparation of the bid documents. Mr. Wendt also is also responsible for overseeing the contractor during the execution of the contact. He will also aid in the preparation of project as-builts and punch lists.

New York City Transit, Indefinite Quantity Consulting Contracts for the Supervision, Air Monitoring and Support in Connection with Asbestos Abatement and Lead Paint Removal Services - Mr. Wendt provided air monitoring and support services during lead abatement activities on NYCT structures and stations. Mr. Wendt also evaluated sampling results to ensure compliance with permissible exposure limits and prepared reports documenting work practices and sampling results to ensure compliance with SSPC guidelines.

New York City Transit, Mother Clara Barton Bus Depot, Harlem New York City, NY - As part of the design build team, Mr. Wendt acted as the Field Engineer and Design Liaison on the 214 million dollar design build Project for STV Inc. and Silverite Construction Corp. Mr. Wendt's duties included keeping the designer apprised of ongoing construction operations and deviations from approved drawings and specifications. Mr. Wendt also facilitated the flow of nonconformance reports, RFIs and submittals between the designer and contractor. Work on the Project includes H pile installation, concrete foundations and floor slabs, structural steel, metal panels, precast concrete and miscellaneous finishes.

Kane Mitigation, New Jersey Meadowlands, Moonachie, NJ - Mr. Wendt was the construction manager for a phase of this wetland mitigation project that involved the creation of a 7000 acre tidal wetlands. Mr. Wendt was responsible for all cost estimates and scheduling for the project as well as assisting with the preparation of plans and specifications. He also prepared daily field reports, time and materials and materials tickets, processed submittals, ordered of materials, and interaction with the client and their consultants.

New Jersey City University, Jersey City, NJ - Remediation Construction Oversight Engineer at the NJCU facility. NJCU is currently in the remediation phase of their \$400M Brownfield redevelopment. Responsibilities include supervision and oversight of the 3rd party Remediation Contractor and Consultant including review of the design plans, construction specifications, Soil Reuse Plan, applicable permits, dewatering and storm water discharge plans, and the NJDEP-approved Remedial Action Work Plan (RAWP). Daily duties include: Documentation of the work scope as defined in the construction specifications, RAWP and Perimeter Air Monitoring Plan (PAMP), including state and local permits and approvals; Maintaining a daily log documenting the remedial action work activity is accurately recorded and documented; Participation in weekly project related meetings at the site during the course of construction; Collection of construction progress digital photographs of key work activities on a weekly basis; Ensure perimeter air monitoring and Health and Safety compliance is performed accurately and continuously during the project per the PAMP; Review NJDEP and other agency submittals; Prepare a daily inspection reports to NJCU representatives regarding the completed daily activities and projected next day activities; Reviewing analytical data for waste classification and post-excavation soil sampling.

New Jersey School Construction Corporation (NJSCC), Burlington City High School, Burlington, NJ - Mr. Wendt provided Construction Inspection Services for the inspection/oversight of environmental and civil engineering services as part of school renovation/athletic field renovation. Prior environmental investigations of the property indicated that the proposed school wing and athletic fields were located on areas of previously landfilled material. Matrix prepared a Remedial Action Work Plan (RAWP) which would incorporate a remedial action of

DONALD C. WENDT JR., RG
Natural Resource Advisor
Matrix New World Engineering, Inc.

the surface soils and engineering controls, in the form of a Deed Notice. The RAWP and ensuing construction documents included compaction of existing waste, soft spot excavation, and the capping of the athletic field with clean fill. Soils were reused to the extent possible. Matrix oversaw the compaction of the waste identified area that needed excavation and placement of select fill to ensure future settlement of the solid waste would be minimal. Following compaction and excavation oversight, a geotextile fabric was placed over the areas that historically displayed settlement and pot holing in effort to minimize these conditions. Two feet of clean fill material including topsoil was placed over the areas identified during the previous environmental investigations as containing solid waste. Construction documents were created by Matrix for the onsite contractor to review and perform the work as detailed. Mr. Wendt oversaw that the contractor performed the work as detailed in the construction documents. Following initial site improvements, grade surveys were conducted in an effort to control the amount of fill that would be needed and to ensure that the correct thickness of capping material was emplaced to meet the designed final elevations. Stormwater inlets were adjusted and re-piped during the capping procedure to ensure that proper drainage would be achieved once final design elevations were achieved. Contractor submittals were reviewed and approved by Mr. Wendt to ensure that all materials proposed for the project met the construction specifications. The RAWP was reviewed and approved by NJDEP. Mr. Wendt provided oversight for the removal of approximately 4,500 cubic yards of impacted materials and the placement of approximately 25,000 cubic yards of certified clean fill around the newly constructed building addition and athletic fields.

NJ Transit, New Wheel True Facility, Hoboken Terminal and Yard, Hoboken, NJ - Construction Manager and Lead Inspector providing construction management and oversight for NJ Transit on the Hoboken Terminal and Yard Complex New Wheel True and Employee Welfare Facility project. The project included the demolition and replacement of the existing Wheel True Building and associated machinery, and demolition and replacement of the existing employee Welfare Facility building. The project also included reconstruction of a bulkhead structure adjacent to Long Slip Channel, relocation of existing maintenance rail and catenary lines, and access road reconstruction. Mr. Wendt's responsibilities included daily inspection of contractor activities, change order evaluation, negotiation and processing, schedule review, submittal review, payment processing, preparation of punch lists and project close out.

New York City Transit Authority, Second Avenue Subway, New York, NY - Environmental Scientist providing environmental services, including field investigation work, environmental and geotechnical boring oversight, groundwater sampling, data management, and report preparation during the preliminary engineering phase of the project. Mr. Wendt performed hazardous materials field investigations to evaluate the presence of soil and groundwater contamination during the advancement of geotechnical and environmental borings and test pits being conducted over the length of the project area (approximately 8.5 miles). Specifically, Mr. Wendt was responsible for coordinating and maintaining schedules and locations between the drillers, Second Avenue Subway office personnel, and field sampling crews. Matrix was responsible for the oversight and screening of soil and rock boring locations, hand clearing of holes for utilities prior to mobilization of the drill rig to each location, well development and groundwater sampling, management and staging of contaminated materials generated during drilling and well development, and screening of test pits excavated for the purpose of identifying buried utilities.

Metro-North Railroad (MNR), Croton-Harmon Rail Yard, Croton-on-Hudson, NY - Construction Inspector responsible for oversight of construction activities pertaining to the construction of new coach and locomotive shops. Mr. Wendt also oversaw environmental issues relating to the project. He performed air monitoring for both particulate and chemical parameters to determine the potential for exposure to site personnel. Mr. Wendt also performed tests on site soils to determine proper disposal procedures. Additionally, he inspected various erosion controls to determine if the contractor was in compliance with current regulations. Mr. Wendt advised construction management and MNR personnel on various environmental and safety issues. Work included demolition and construction of several buildings, demolition of 200,000-gallon fuel tank, and installation of sanitary and storm sewers, water main, and electrical conduits.



Appendix E - Equipment

APPENDIX E - EQUIPMENT LIST

Eq. No.	Equipment Type/Model	Description 1	Description 2	Size
1	BARGE DECK SWEEP WITH	STANCHIONS 100 X40'X8.7	(DRAFT)	100'X40'X8.7
2	BARGE DECK 34'X70'X7' EX 584	HOISTER HULL		34'X70'X7'
3	BARGE DECK W/STANCHIONS	100'X8'X9' (DRAFT)		100'X8'X9'
4	BARGE DECK SWEEP	100'1 X 40W X 9' (DRAFT)		100'X40'X9'
5	BARGE DECK	85'X36'X8' (DRAFT)		85'X36'X8'
6	BARGE DECK	100'X38'X9' (DRAFT)		100'X38'X9'
7	BARGE DECK 40'X100'X8.7' EX			40'X100'X8.7'
8	BARGE DECK 110X34X11 EX NAVY	YFN806		110'X34'X11'
9	BARGE DECK	100'X38'X9' (DRAFT)		100'X38'X9'
10	BARGE DECK 120'X30'X6.5'	DRAFT EX-ADCO 354		120'X30'X6.5'
11	BARGE SECTIONAL DECK 60'X27'X	6.5' ASSEMBLED OF 5 SECTIONS 2	RAKES @ 27'X9'. 3 MID SECTIONS	60'X27'X6.5'
12	BARGE FLAT 180	180'X54'X12' (DRAFT)		180'X54'X12'
13	BARGE DECK (EX NAVY SWOB)	105'X26'X8.25' PURCHASED FROM	US NAVY 11/98	105'X26'X8.25'
14	BARGE DECK 120'X30'X6.5' FLAT	EX-ADCO 366 EX 332 (BOOSTER	REMOVED)	120'X30'X6.5'
15	BARGE DECK 110X35X8 EX COVERED	LIGHTER FROM DRMS		110'X35'X8'
16	BARGE DECK 110X34X8 EX COVERED	LIGHTER FROM DRMS		110'X34'X8'
17	BARGE DECK SPUDWELLS	EX GATES 46	104'X40'X5'	104'X40'X5'
18	BARGE DECK W/SPUD WELLS	EX GATES 47	104'X40'X5'	104'X40'X5'
19	BARGE 110'X35'X11' DECK	EX NAVY		110'X35'X11'
20	BARGE 110'X35'X11' DECK	EX NAVY		110'X35'X11'
21	BARGE 110'X35'X11' DECK	EX NAVY		110'X35'X11'
22	BARGE 110'X35'X11' DECK	EX NAVY		110'X35'X11'
23	BARGE 110'X35'X11' DECK	EX NAVY		110'X35'X11'
24	BARGE DECK 110X32X8			110'X32'X8'
25	BARGE DECK SPUDS 96'2" X48'2" X	8',(4) SQUARE SPUDWELLS &	(3) SPUDS	96'2"X48'2"X8'
26	BARGE 142X58X12 DECK WITH SPUD	WELLS FOR CRANE EX 567 EXYD242		142X58X12
27	BARGE DECK SPUDS (2) 36" DIA	104'X40'X8' (DRAFT)	MATTED EX WEEKS 293	104'X40'X8'
28	BARGE DECK W/4 18" SQUARE	INTERNAL SPUDS 110X54X8(DRAFT)	EX DIAMOND, EX WEEKS 263	110'X54'X8'
29	BARGE DECK	135'X50'X11' (EX COMMERCE)	HULL OF 304 BOOSTER	135'X50'X11'
30	BARGE DECK WITH 2 36" DIA INT	SPUDS, MATTED EX WEEKS 265	135X50X11.5 (DRAFT)	135'X50'X11.5'
31	BARGE DECK W/2 36" DIA INT	SPUDS MATTED EX STEERS EX 294	135X50X11.5 (DRAFT)	135'X50'X11.5'
32	BARGE DECK 105'X 70'X 12'10"	WITH CRANE TO BE REMOVED. FROM	DRMS	105'X70'X12'10"
33	BARGE HOPPER 150X37X12'9"	NYCDOS #DS123	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
34	BARGE HOPPER 150X37X12'9"	NYCDOS #DS126	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
35	BARGE HOPPER 150X37X12'9"	NYCDOS #DS127	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
36	BARGE HOPPER 150X37X12'9"	NYCDOS #DS132	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
37	BARGE HOPPER 150X37X12'9"	NYCDOS #DS135	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
38	BARGE HOPPER 150X37X12'9"	NYCDOS #DS142	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
39	BARGE HOPPER 150X37X12'9"	NYCDOS #DS143	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
40	BARGE HOPPER 150X37X12'9"	NYCDOS #DS145	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
41	BARGE HOPPER 150X37X12'9"	NYCDOS #DS152	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
42	BARGE HOPPER 150X37X12'9"	NYCDOS #DS154	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
43	BARGE HOPPER 150X37X12'9"	NYCDOS #DS112	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
44	BARGE HOPPER 150X37X12'9"	NYCDOS #DS119	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
45	BARGE HOPPER 150X37X12'9"	NYCDOS #DS139	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
46	BARGE HOPPER 150X37X12'9"	NYCDOS #DS144	NASHVILLE BRIDGE 2225 CY	150'X37'X12'9"
47	BARGE DECK WITH STANCHIONS	215.1'X42.1'X15' (DRAFT)		215.1'X42.1'X15'
48	BARGE DECK WITH STANCHIONS	230.2'X43.2'X14.5' (DRAFT)		230.2'X43.2'X14.5'
49	BARGE DECK WITH STANCHIONS	230.2'X43.2'X14.5' (DRAFT)		230.2'X43.2'X14.5'
50	BARGE DECK (TANK)250'X44'X14.5	EX COM ED CLEAN ENERGY #3	PURCHASED AT AUCTION, JJ KANE	250'X44'X14.5'
51	CRANE 10 TON OVERHEAD 45	DFSHA20		
52	CRANE 7.5 TON OVERHEAD	LAFAYETTE, 80'X40'X20'	DRESSER	
53	CRANE 10 TON OVERHEAD RELIABLE	50'X65'X22' ELECTRIC HOIST		
54	CRANE TOWER ALIMAK			
55	CRANE TOWER ALIMAK			
56	BARGE 7800 YD HOPPER	300'L, 60'W, 23 W', CONRAD	HULL ON CONTRACT C-690, BUILT	300'L, 60'W, 23 W'
57	BARGE 7800 YD HOPPER	300'X62'X23' BUILT B/D/DN	CONTRACT C691	300'X62'X23'
58	BARGE 7800 YD HOPPER	300'L, 60'W, 23 W' BUILT B/D/D	FROM ALABAMA SHIPYARD	300'L, 60'W, 23 W'
59	BARGE 7800 YD HOPPER	300'L, 60'W, 23 W' BUILT B/D/D	FROM ALABAMA SHIPYARD ON	300'L, 60'W, 23 W'
60	CRANE 3 TON ELECTRIC HYDRAULIC	6006EH AUTOCRANE SERVICE TRUCK	MOUNTED, 1350 LBS, WHITE	
61	CRANE SHIP'S SERVICE 25-3-70	NAUTILUS HYDRAULIC W/DETROIT	DIESEL POWERED SEPARATE POWER	
62	CRANE SHIP'S SERVICE TCT01B	BRODERSON HYDRAULIC 6 TON	CAPACITY, 11'9"X7'9"X8'8"	
63	CRANE SHIP'S SERVICE 20 TON	AURORA 4055C15000, WHITE,	47'2"X8'9"X10'3"X10'2".....	
64	CRANE 30 TON HYDRAULIC SHIP'S	SERVICE HLRM 100-45 HEILA	KNUCKLE BOOM, NO ROPE	
65	CRANE 3/4 TON PORTABLE	HYDRAULIC FLOOR REGENT JACK	PART NO 8935-011.5/N 0137	
66	CRANE SHIP'S SERVICE 25 TON	PEDESTAL MOUNTED HYDRAULIC		
67	CRANE PEDESTAL MOUNTED	BOOM LENGTH 58'		
68	BARGE DUMP SCOW 6 POCKET	171'X42'X16' (DRAFT)		171'X42'X16'
69	BARGE DUMP SCOW 6 POCKET	171'X42'X16' (DRAFT)		171'X42'X16'
70	BARGE DUMP SCOW 6 POCKET	171'X42'X16' (DRAFT)		171'X42'X16'
71	BARGE DUMP SCOW 8 POCKET	195'X46'X15' (DRAFT)		195'X46'X15'

APPENDIX E - EQUIPMENT LIST

72	BARGE DUMP SCOW 8 POCKET	195'X46'X15' (DRAFT)		195'X46'X15'
73	BARGE DUMP SCOW 5 POCKET FROM	DRMS INOPERABLE		
74	BARGE DUMP SCOW 5 POCKET FROM	DRMS INOPERABLE		
75	BARGE DUMP SCOW 5 POCKET FROM	DRMS INOPERABLE		
76	BARGE IDLER (EX BEAN)	140'LT, 40.1'W, 7.6'H		140'LT, 40.1'W, 7.6'H
77	BARGE DECK	165'X40'X11' (EX YON283)		165'X40'X11'
78	BARGE DECK 166'X40'X11 FUEL	EX YON 282 CONVERTED TO DECK	BARGE SERVICE	166'X40'X11'
79	BARGE DECK 165'X40'X11 FUEL	EX YON 260 TO BE CONVERTED	TO DECK BARGE SERVICE	165'X40'X11'
80	BARGE DECK 1/2 CAR FLOAT	164'X38.4'X9'	W/2 SQ INT SPUDS EX GATES 165	164'X38.4'X9'
81	BARGE DECK 164'X38.4'X9	EX GATES 168	1/2 CARFLOAT	164'X38.4'X9'
82	BARGE DECK 169'X39.4'X10'	EX GATES 169	3 INT SPUDS	169'X39.4'X10'
83	BARGE DECK LOADLINE	165'X42.5'X12' (EX B 7)		165'X42.5'X12'
84	BARGE DECK LOADLINE	165'X42.5'X12' (EX B 16)		165'X42.5'X12'
85	BARGE 140X40X12 DECK WITH	STANCHIONS 1100 SHORT TON	CAPACITY	140'X40'X12'
86	BARGE 140X40X12 DECK WITH	STANCHIONS 1100 SHDRT TON	CAPACITY	140'X40'X12'
87	BARGE 140X40X12 DECK WITH	STANCHIONS 1100 SHORT TON	CAPACITY	140'X40'X12'
88	BARGE 140X40X12 DECK WITH	STANCHIONS 1100 SHORT TON	CAPACITY	140'X40'X12'
89	BARGE ABS LOADLINE DECK	150'X48'		150'X40'X8'
90	BARGE ABS LOADLINE DECK	150'X48'		150'X40'X8'
91	BARGE ABS LOADLINE DECK	150'X48'		150'X40'X8'
92	BARGE ABS LOADLINE DECK	150'X48'		150'X40'X8'
93	BARGE DECK 190X54X12 EX GATES	ROBERT W LOADLINE		190'X54'X12'
94	BARGE DECK LOADLINE W/(2) 36"	DIA. INT. SPUDS, ANCHOR SPREAD		196'X48'X12'
95	BARGE DECK W/STANCHIONS			120.1'X40.1'X11.2'
96	BARGE DECK W/RAILS, 130'LT.	40'W, 11.67 H, (DRAFT)		130'X40'X11.67'
97	BARGE DECK	90'X30'X9.25' (DRAFT)		90'X30'X9.25'
98	BARGE DECK SPUDS	30'X90'X9'		30'X90'X9'
99	BARGE COVERED LIGHTER	90'X30'X9.25' (DRAFT)		90'X30'X9.25'
100	BARGE DECK W/RAILS, 90'LT.	30'W, 9.25 H, (DRAFT)		90'X30'X9.25'
101	BARGE DECK W/RAILS, 90'LT.	30'W, 9.25 H, (DRAFT)		90'X30'X9.25'
102	BARGE DECK 92'X30'X9.25' DRAFT	EX-MERAGENTINE 377		92'X30'X9.25'
103	BARGE TEST PONTODN 30X90 W/ST	& LIF, 30X90 DECK,	9.25'(DRAFT)	
104	BARGE DECK W/SPUDS	86'X30'X9.25' (DRAFT)		86'X30'X9.25'
105	BARGE DECK TEST PONTOON	90'X30'X9.25' (DRAFT)	W/LIFT PADS	90'X30'X9.25'
106	BARGE DECK	90'X30'X9.25' (DRAFT)		90'X30'X9.25'
107	BARGE DECK X-FUEL BARGE	98'X31'X9.5' (DRAFT)		98'X31'X9.5'
108	BARGE FUEL 70'X19.33'X8' DRAFT	EX ADCO 28		70'X19.33'X8'
109	BARGE DECK 78'X49'X7' FOR	CRAWLER CRANE BUILT UNDER COST	ACCOUNT #	78'X49'X7'
110	BARGE LOAD LINE DECK WITH	STANCHIONS 165'X42.5'X11.3'	(DRAFT)	165'X42.5'X11.3'
111	BARGE DECK W/ 2 EXTERNAL SPUDS			110' x 40' x 8
112	BARGE DECK W/RAILS 125.1'LT	40.1'W, 10.33'HT		125.1' x 40.1' x 10.33'
113	BARGE DECK W/RAILS, 125.1'LT	40.1'W, 10.33'HT (DRAFT)		125.1' x 40.1' x 10.33'
114	BARGE DECK W/RAILS	125.1L, 40.1W, 10.33'HT(DRAFT)		125.1' x 40.1' x 10.33'
115	BARGE DECK W/RAILS	125.1L, 40.1W, 10.7'HT(DRAFT)		125.1'X40.1'X10.7'
116	BARGE DECK W/RAILS	133.3'L, 40.1'W, 10.7'(DRAFT)		133.3'X40.1'X10.7'
117	BARGE DECK W/RAILS	133.3'L, 40.1'W, 10.7'(DRAFT)		133.3'X40.1'X10.7'
118	BARGE DECK W/RAILS	125.1'L, 40.1'W, 10.4'(DRAFT)		125.1'X40.1'X10.4'
119	BARGE LOAD LINE DECK WITH	STANCHIONS 165'X42.5'X11.3'	(DRAFT)	165'X42.5'X11.3'
120	BARGE LOAD LINE DECK WITH	STANCHIONS 165'X42.5'X11.3'	(DRAFT)	165'X42.5'X11.3'
121	BARGE DECK W/ 4 FAIRLEADS	2-36" DIAM. INTERNAL SPUDS		175'X68'X11'
122	BARGE LOAD LINE DECK WITH 6	FAIR LEADS 150.3'X54.5'X13'	(DRAFT)	150.3'X54.5'X13'
123	BARGE LOAD LINE DECK AND	LAUNCH BARGE 250'X75'X16'	(DRAFT)	250'X75'X16'
124	BARGE DECK EX LOADLINE			220'X60'X13.75'
125	BARGE DECK EX LOADLINE	W/2 36" DIA INT SPUDS	EX MARMAC 2	230.4'X72'X16'
126	BARGE DUMP 171'X43'X16'	(DRAFT)		171'X43'X16'
127	BARGE DUMP 234'X53'X23'(DRAFT)			234'X53'X23'
128	BARGE DUMP 234'X53'X23'	(DRAFT)		234'X53'X23'
129	BARGE DUMP 266'X53'X23'	(DRAFT)		266'X53'X23'
130	BARGE DUMP 286'X62'X27.5'	(DRAFT)		286'X62'X27.5'
131	BARGE DUMP 240'X54'X22'	EX ADCO 440		240'X54'X22'
132	BARGE DUMP (X-ADCO 443)	LOADLINE, 4000 CY, 240'LT,	54'W, 22'H (DRAFT)	240'X54'X22'
133	BARGE DUMP SCOW 2000 YD SPLIT	HULL 197'X45'X16', BUILT 1990		197'X45'X16'
134	BARGE DUMP SCOW	2000 CY, 197'X45'X16', FROM TL	JAMES 8/97, EX-BTS201, 1990	197'X45'X16'
135	BARGE DECK X-PIPELINER II	160'X50'X10.67' (DRAFT) 3 IN-	TERNAL SQUARE SPUDS, STEPPED	160'X50'X10.67'
136	BARGE DECK LOADLINE W/(2) INT.	24" DIA. SPUDS, 4 FT ANCHOR,	MATTED FORCRANE, EX MKU760	160'X54'X12'
137	BARGE DUMP SCOW	6600 CY, 286'X62'X27.5'		286'X62'X27.5'
138	BARGE DECK WITH WINCH X-ADCO	180X54X12 (DRAFT) WITH 2 INT.	CRNAL SQUARE SPUDS & HYDRAULIC	180'X54'X12'
139	BARGE DECK	160X54X12.5 (DRAFT)		160'X54'X12.5'
140	BARGE LOAD LINE DECK	160X54X12.5 (DRAFT)		160'X54'X12.5'
141	BARGE DECK IDLER B. X-ADCO 510			
142	BARGE DECK LOAD LINE	160X40X8.5 (DRAFT)		160'X40'X8.5'
143	BARGE CARFLOAT	250'L, 34'W, 10.5 H (DRAFT)	EX-268	250'X34'X10.5'
144	BARGE DECK CARFLOAT W/2 36" SF	362'L, 41.3'W, 11.6 H, (DRAFT)	EX-MIKIW LAY BARGE	362'X41.3'X11.6'

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145	BARGE DECK CARFLOAT W/2 30" SP	330'L, 40'W, 11.5'H (DRAFT)	W/CONCRETE RUNWAY	330'X40'X11.5'
146	BARGE DECK CARFLOAT W/2 36" SP	362'L, 41.3'W, 11.6'H (DRAFT)	EX-MKIW LAY BARGE	362'X41.3'X11.6'
147	BARGE DECK CARFLOAT	290.1'L, 40.3'W, 11.5'W(DRAFT)	W/2-36" INTERNAL SPUDS	290.1'X40.3'X11.5'
148	BARGE DECK CARFLOAT	290.1'L, 40.3'W, 11.5'W(DRAFT)	W/2-36" INTERNAL SPUDS, MATS	290.1'X40.3'X11.5'
149	BARGE DECK CARFLOAT	290.1'L, 40.3'W, 11.5'W(DRAFT)	W/2-36" INTERNAL SPUDS, MATS	290.1'X40.3'X11.5'
150	BARGE DECK CARFLOAT WEAR DECK	342.3'L, 42.3'W, 11.5'W(DRAFT)	W/2-30" INT SPUDS EX GATES 345	342.3'X42.3'X11.5'
151	BARGE DECK CARFLOAT	260'X39'X9'	2 INT SPUDS EX GATES 259	260'X39'X9'
152	BARGE HOPPER	2000 TONS, 146'L, 30'W, 17.3'H	(DRAFT) EX-ADCO 207	146'L, 30'W, 17.3'H
153	BARGE HOPPER SINGLE SIDED	3000 TONS, 200'L, 40'W, 17.4'W	(DRAFT)	
154	BARGE HOPPER SINGLE SIDED	2000 TONS 146'L, 38'W, 17.5'H	(DRAFT)	
155	BARGE HOPPER 2000 TON,	146'X38'X17.5' (DRAFT)		
156	BARGE HOPPER	2000 TONS, 146'L, 38'W, 17.5'H	(DRAFT)	
157	BARGE HOPPER	3000 TONS 200'L, 40'W, 17.4'H	SINGLE SIDED	
158	BARGE HOPPER EX-WATERSIDE	2000 TONS, 146'L, 38'W, 17.5'H	(DRAFT)	
159	BARGE LOAD LINE DECK WITH	STANCHIONS 180X54X14 (DRAFT)		180'X54'X14'
160	BARGE LOAD LINE DECK WITH	STANCHIONS		180'X54'X14'
161	BARGE DECK LOADLINE W/	STANCHIONS	172'X84'X14'	172'X84'X14'
162	BARGE DECK LOADLINE W/	STANCHIONS		172.8'X54'X14'
163	BARGE DECK LOADLINE W/	STEEL RAILS		180'X54'X14'
164	BARGE DECK LOADLINE W/	STANCHIONS		180'X54'X14'
165	BARGE DECK LOADLINE	250'X75'X16'		250'X75'X16'
166	BARGE DECK LOADLINE W/	STANCHIONS		172.8'X54'X14'
167	DREDGE SUCTION 206" 4 3/4"	2246 GT E.W.ELLEFSEN	EX BEAN MERIDIAN	
168	DREDGE HYDRAULIC EX VENTURE	160X41X10 (DRAFT)		
169	DREDGE FORMER ADCO AMERICAN	196X60X14 (DRAFT)		
170	BOOSTER FORMER ADCO ARKANSAS	30" 126X34X9.5 (DRAFT)		
171	DREDGE RS WEEKS EX ADCO	280X65X17.5 (DRAFT)		
172	BARGE UNLOADER			
173	PONTOON 37X14X8 (DRAFT)			
174	PONTOON 30X40X8.67 (DRAFT)			
175	PONTOON 30X17X2.5 (DRAFT)			
176	PONTOON 40'X15'X6.7' EX CALTO	WORKBOAT USED FOR BREASTING	BARGE IN YARD	
177	BARGE OIL EX-PERINI 08-NC3	PURCHASED IN E. BOSTON 57X8		
178	BARGE SKIDDER 4 PONTOONS			
179	BARGE SURGE 2 PONTOONS CONN W/	BEAMS, SINGLE DRUM WINCH		
180	BARGE SURGE CONSISTING OF 2	PONTOONS BRIDGED TOGETHER 2	PADEYES PLUS 2 SHACKLES	
181	BARGE SURGE CONSISTING OF 4	PONTOONS BRIDGED TOGETHER	CONNECTORS AND SINGLE DRUM	
182	PONTOON 3 BRIDGED TOGETHER	EX CHESTER FROM CAMDEN MD	OFFICIAL NUMBER 30X17X7	
183	MONO BUOY SINGLE POINT MOORING	30" DIAMETER DISCHARGE		
184	BARGE ADCO EX HUDSON RIVER	126X40X8 (DRAFT) 3 TOWER DRILL	BARGE CATERPILLAR 3306 DIT	
285	BARGE WEEKS 391 SCREED	98'X15'X17.6' (DRAFT)		98'X165'X12'
186	TUG VIRGINIA	3412 CATERPILLAR MAIN ENGINES	4045 JOHN DEERE GENERATORS	
187	TUG CAROLYN TWIN SCREW HP 2	GM 1271 (EX-CONNIE BELLANGER)	59.2'L, 22.1'W, 97.5'H (DRAFT)	Length 59', Breadth 22', Draft 8'6"
188	WORKBOAT CHRISTOPHER	1WIN SCREW 375 HP-2 GMC 6-71N	EX BONITA 37.3'X12.1X4.6'DRAFT	37.3'X12.1X4.6'
189	WORKBOAT DAVE V 54'X15.4'X7'	360 HP 2GM 6-71 ENGINES EX	RYAN M. ACQUIRED 5/30/97	54'X15.4X7'
190	WORKBOAT JOSEPH P. 450 HP	50'X12.75' TUG TWIN SCREW EX	GOV'T PURCHASED 5/97	50'X12.75'
191	WORKBOAT KATIE 33.8X13.6X4.7	DRAFT TUG TWIN SCREW 375 HP	2 GM 6 71N PURCHASED FROM	33.8'X13.6'X4.7'
192	TUG ELIZABETH TUG TWIN SCREW	1800 HP-2 GM, PURCHASED FROM	BAYOU LEBATRE, LA	
193	BOAT SURVEY BAYOU CHENE	PURCHASED FROM TL JAMES 5/98	42'X14.7'X6.2'	
194	TUG ALEXANDRA TWIN SCREW 4000	HP 2EMD 12-645-E2 PURCHASE IN	NEW IBERIA, LA EX-OCEAN STAR	
195	TUG THOMAS TWIN SCREW 4000 HP	2 EMD 16-645-E2 PURCHASED FROM	NEW IBERIA, LA EX OCEAN VOYAGER	
196	TUG KATHERINE TWIN SCREW 3000	HP 2EMD 12-645-E2 PURCHASE IN	NEW IBERIA, LA EX-OCEAN CHIEF	
197	BOAT SURVEY EX BAYOU TECHE	PURCHASED TL JAMES 5/98	38.8'X14'X5.6'	
198	TUG GERARD TWIN SCREW	750 HP, GM1271 60.2'L, 23'W,	8.9'H	
199	WORKBOAT KRISTY LAUNCH SINGLE	SCREW MONARK 260R	LA3772FG	
200	TUG KATHLEEN MODEL BOW TWIN	SCREW 1000 HP 2 CUMMINS	K7-1150 EX MR. JAKE	
201	BOAT CREW FRANK J. SINGLE	SCREW 300 HP GM6V53 PURCH IN	FLORENCE, AL, EX COMBER	
202	BOAT CREW OLIVIA 2 X CAT 3406	EX DANNY W GULF CRAFT		
203	TUG BURINGTON SINGLE SCREW	180 HP 1 GM 6-71, 37.5'X12'X	4.5'(DRAFT)	
204	WORKBOAT MANELY BAY 500 HP	TUG TWIN SCREW 2 GM 8V 71 FROM	HAWAIIAN TUG AND BARGE 1999	
205	WORKBOAT LANAI CITY 500 HP	TWIN SCREW 2 GM 8V71 47'X15'5'	FROM HAWAIIAN TUG AND BARGE 99	
206	BOAT CREW DAN G EX SEAVIEW	38'x14'x6' TWIN 8V-71'S T.O.	GEARS 300 GALLON FUEL TANK	
207	WORKBOAT MARTY C - 600 HP TWIN	SCREW, W/8V71 DETROIT DIESEL	MAIN ENGINES, ALLISON 4.5:1 MH	43.7'X16X7.6'
208	BOAT CREW CAPTAIN PETE	SURVEY BOAT 360 HP 2X GM 6-71		
209	BOAT CREW CAPTAIN TOM	SURVEY BOAT 480 HP 2XGM 8V-71		
210	WORKBOAT BUDDY T 400HP	50'X14'9.5'X4.4" DRAFT	TWIN SCREW 2XGM671 EX GOV.	
211	TUG SHELBY TWIN SCREW	1800 HP-2XGM,16349 EX-HINTON	HOUMA BOATWORKS (FABRICATOR)	78' x 24'
212	BOAT CREW SURVEY 28.5X8.5	"SUSAN L."(EX-DANGEROUS),ALUM	HULL,CUMMINS ENG. NJ7093GC	
213	CREWBOAT MONARK WALTER W	SINGLE SCREW 75 HP GM453	EX-GIDGET, 24"8"X8"4"X4"	
214	BOAT SURVEY BAYOU BLUE	43.9X15.9X6		
215	BOAT CREW STEVE L 680HP	41'X14'X4" DRAFT		
216	TUG TREVOR	69'L, 26'W, 13.6'(DRAFT)		
217	DREDGE HOPPER RN WEEKS	194X54X22 DRAFT EX ATLANTIC	AMERICAN	

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218	WORKBOAT RICK H 250 HP 43.6X15	X4.6 EX JEAN G MODEL BOW TUG	SINGLE SCREW 250 HP BUILT 1977	
219	WORKBOAT ED H	TWIN SCREW, 500 HP, CAT 3306T	36'X15'X6, BUILT 1986,	
220	TENDER DON CARLOS 500 HP	(PUSH TENDER) 2 3208 CAT ENG.		36'X15'X6'
221	WORKBOAT DON DAVID 500 HP	40X14X4 EX MICHELLE G TENDER		
222	DREDGE HOPPER B.E LINDHOLM	(EX QUACHITAJ) EX TL IAMES	2 GM8V71 ENGINE BUILT 1988	
223	TUG CANDACE 1920 HP MODEL BOW	TWIN CATERPILLAR 3508B ENGINES	297'X55'X22.3'	
224	WORKBOAT 25'3"X14'X5' STEEL	TRUCKABLE 54" PUSH KNEES TWIN	84"8"X29"8"X10"5" DAMEN SHOAL	
225	WORKBOAT 25'3"X14'X5' STEEL	TRUCKABLE 54" PUSH KNEES TWIN	JOHN DEERE 6081 330 HP ENGINES	
226	WORKBOAT 25'3"X14'X5' STEEL	TRUCKABLE 54" PUSH KNEES TWIN	JOHN DEERE 6081 330 HP ENGINES	
227	CRANE FLOATING WAGNER 28 HOIST	DIESEL W/6 DRUM HYDRAULIC	JOHN DEERE 6081 330 HP ENGINES	
228	CRANE FLOATING CLYDE MODEL 24	2 36" SPUDS 2 TWO DRUM AIR	WINCH AND 6 FAIRLEADS, 15CY	120'x54'x10'
229	DREDGE BUCKET MARION 195	DRAGLINE 2 BUCKETS FROM POWDER	WINCHES 4 FAIRLEADS	100'x52'x8.7'
230	CRANE FLOATING DRAVO MODEL 28	W/2 36" INTERNAL SPUDS DIESEL	RIVER COAL COMPANY 1/28/99	
231	CRANE FLOATING DRAVO MODEL 37	EX YD113, 140X70X12.5, 10CT@80'	DRIVEN 4 DRUM WINCH 4 FAIRLEAD	120'x60'x10'
232	CRANE FLOATING CLYDE MODEL 24	4 DRUM HYDRAULIC WINCH & 4	FAIRLEADS	140'x70'x12'6"
233	CRANE FLOATING CLYDE MODEL 24	2 36" INTERNAL SPUDS 4 DRUM	HYDRAULIC WINCH & FAIRLEADS	100'x52.1'x8.8'
234	CRANE FLOATING CLYDE MODEL 20	5 DRUM DIESEL WINCHES AND 4	FAIRLEADS	100'x52.1'x8.8'
235	CRANE CLYDE 24 WHIRLEY 140'	BOOM 80 TON @ 60' REMOVED FROM	BARGE 10/02, EX MPH #20 1953	100'x40.1'x8.7'
236	CRANE FLOATING AMERICAN R20	2 36" INTERNAL SPUDS		
237	CRANE BARGE 110X52X7 WITH 45T	STEAM CRANE BUILT BY NABRICO	7.5"(DRAFT) DIESEL	100'x50'x7.5'
238	CRANE FLOATING CLYDE MODEL 28	GANTRY 2 42" INTERNAL SPUD	FROM NYCDOT	
239	CRANE FLOATING 203 AMERICAN W/	2 INT 42" SPUD WELLS, 210'	WELLS	250'x64'x12'
240	CRANE FLOATING LOADLINE	AMERICAN M40 4 TWO DRUM RB97	BOOM, 120'X43'X10' EX 560	
241	CRANE FLOATING HALTER 100 TON	EX YD252 HULL # 1190 CRANE S/N	WINCHES AND FAIRLEADS, Spdler	292'6"X80'X19'6"
242	CRANE FLOATING CLYDE MODEL 28	GANTRY	BCD02 MOD N100BC01 175X75X12.5	175X75X12.5
243	CRANE FLOATING LOADLINE	AMERICAN M40 3 RB90 DECK WINCH	DIESEL ELECTRIC WITH QUARTERS	250'x64'x12'
244	CRANE FLOATING CLYDE MODEL 52	R POINT RB90 ANCHORS/SPREAD 3	36" SPUDS	300'x90'x19'
245	CRANE FLOATING CLYDE MODEL 24	WITH 2 TWO DRUM AIR WINCHES	AND 4 FAIRLEADS 2 SPUDS A/C	300'x90'x22'
246	CRANE FLOATING CLYDE MODEL 28	GANTRY		111'x45'x11'
247	CRANE FLOATING CLYDE MODEL 28	GANTRY 2 42" SPUD WELLS		250'x64'x12'
248	CRANE FLOATING WASHINGTON IRON	WORKS WHIRLEY 50 TON @ 40'	4 DRUM PACSHIPCO WINCH AND 4	250'x64'x12'
249	CRANE FLOATING LOADLINE CLYDE	MODEL 32, 2EA Ø36" INTERNAL SPUDS	4 POINT MOORING SYSTEM	160'x50.5'x12.4'
250	CRANE MANITOWOC 4600 SERIES 1	WITH 3 SPUDS 1 TRAILING	QUARTERS 120' BOOM LOADLINE	200'x60'x13'
251	CRANE FLOATING LOADLINE CLYDE	MODEL 32 4 POINT ANCHORS/SPREAD	EX THELMA	
252	CRANE 75 TON 32-E-110-20 CLYDE 32	GANTRY ELECTRIC FROM ELECTRIC	BOAT COMPANY, 502,360 LBS	
253	CRANE FLOATING AMERICAN R30	WITH ANCHORS/SPREAD EX 248 EX	TIDELANDS 10	160'x52'x12'
254	DREDGE BUCKET CLYDE MODEL 28	CRANE (EX-NEW YORK, 14CY,	130'L, 50'W, 10'H, (DRAFT)	240'x72'x16'5"
255	DREDGE BUCKET PAGE 728D CRANE	WITH SPUDS AND 4 POINT MOORING	SYSTEM 155X60X11.8 (DRAFT)	
256	DREDGE BUCKET PAGE 728D CRANE	WITH SPUDS AND 4 POINT MOORING	SYSTEM LOAD LINE 155X60X11.5	
257	CRANE FLOATING DRAVO MODEL 28	2 36" INTERNAL SPUDS	EX YD169	120'x60'x10'
258	CRANE FLOATING DRAVO EX YD-188	120X60X6 DRAFT		120'x60'x10'
259	CRANE FLOATING LOADLINE DRAVO	MODEL 28 2 36" SPUDS ANCHORS	EX YD211	
260	CRANE DRAVO 28 GANTRY			
261	CRANE CLYDE MODEL 28	GANTRY ELECTRIC		
262	CRANE AMERICAN RH3520	REVOLVING GANTRY 85' BOOM 40	TON CAPACITY	
263	CRANE AMERICAN RH3520	REVOLVING GANTRY 85' BOOM 40T	CAPACITY DETROIT ENGINES 2	
264	CRANE 72 TON 203 AMERICAN	GANTRY FROM ELECTRIC BOAT	#20448	
265	CRANE 72 TON 203 AMERICAN	GANTRY FROM ELECTRIC BOAT	#23148	
266	CRANE CLYDE 14 25 TON GANTRY	CAPACITY AT 40' ELECTRIC	DRIVEN PURCHASED FROM GENERAL	
267	CRANE MARION 7500-USE 9060563	WHITE/BLUE	250X72 HULL	
268	CRANE 50 TON REVOLVER 203	AMERICAN PURCHASED FROM PORT	ROYAL S.C	
269	CRANE CLYDE 24 ON BARGE 63	FROM PORT OF PONCE PUERTO RICO	BOOM 110'	
270	CRANE FLOATING DRAVO MODEL 37	2 36" SPUDS	EX YD193	
271	CRANE FLOATING DRAVO MODEL 28	2 36" SPUDS	EX YD242 ACQUIRED AT AUCTION	140'x70'x12'6"
272	CRANE FLOATING DRAVO MODEL 37	EX BD 6659 WILDERNESS	140'X70'X12.5', 2EA Spud Size @Ø3' x	
273	CRANE FLOATING DRAVO MODEL 37	EX RD 6700 BIG SWITCH	7/8" wall x 79'6" long	240'x70'x12.6"
274	CRANE FLOATING DRAVO MODEL 37	EX YD115 ACQUIRED FROM THE	DRMS	140'x70'x12.5'
275	CRANE BARGE 110 TON 200X60X14	DRAVO MODEL 28 FROM 567 ON	EX 5225 WITH 2EA Spud Size @Ø3' x	
276	CRANE FLOATING DRAVO MODEL 28	EX YD214 LONG JIB, 2EA Spuds Ø42"	7/8" wall x 8'8 1/8" long	200'x60'x15'
277	CRANE FLOATING DRAVO MODEL 28	EX YD233	142'X58'X12'	142'x58'x12'
278	CRANE FLOATING DRAVO MODEL 28	EX YD734; 2EA Spuds Ø42"	142'X58'X12'	142'x58'x12'
279	CRANE FLOATING DRAVO MODEL 37	EX YD717	142'X58'X12'	142'x58'x12'
280	CRANE FLOATING DRAVO MODEL 28	EX YD237	140'X70'X12.5'	140'x70'x12.5'
281	DERRICK EX ADCC HOISTER 1	66X32X5 (DRAFT)	NO HULL ON RECEIPT, ON LAND	
282	DERRICK EX ADCC HOISTER 2	12 TON, 66'X32'X5' (DRAFT)		
283	BARGE ANCHOR DERRICK EX BEAN	70X34 1X6.4 DRAFT		
284	DERRICK EX ADCC HOISTER 27	SEE 008 AS OF 2/1/07	AIR COOLED ENGINE ON HOIST	
285	BARGE ANCHOR	60'X30'X6 WITH MACHINERY HOUSE	HOIST, A FRAME,	
286	BARGE ANCHOR	78'X40'X7 WITH A MACHINERY	HOUSE HOIST A FRAMF	

APPENDIX E - EQUIPMENT LIST

287	BARGE ANCHOR HANDLING	30'X60'X6' WITH SKAGIT HOIST	
288	BARGE ANCHOR HANDLING	30'X60'X6' W/HOUSE AND A-FRAME	262,983 LBS.
289	BARGE ANCHOR	78'X40'X7'	
290	BARGE ANCHOR	78'X40'X7'	
291	CRANE 75 TON BUCYRUS ERIE 88B	CRAWLER 70' BOOM	EX ADCO CONVOY #757 UNIT
297	CRANE 42 TON BUCYRUS ERIE 388M	CRAWLER	
293	CRANE 90 TON BUCYRUS ERIE 65D	CRAWLER 152,000 LBS,	80'
294	CRANE BUCYRUS ERIE 54B CRAWLER		
295	CRANE 150 TON LINKBELT L5518	CRAWLER 97' RAYMOND BOOM	FROM HI/HAWAII, RED/WHITE
296	CRANE 100 TON MANITOWOC 3900V	CRAWLER #8 BOOM LIFT CRANE	CUMMINS N18561, 48" PADS,
297	CRANE 300 TON MANITOWOC 4100W	RINGER 22A MAIN BOOM 200'	CUMMINS N1855C380, ON THE
298	CRANE 230 TON MANITOWOC 888	CRAWLER 160'/22E BOOM,	CUMMINS M13, CLAMHELL, SER.II
299	CRANE 60 TON AMERICAN CRAWLER	1972 CUMMINS N743P220	TWIN DISC E STA CONN 80'BOOM
300	CRANE 60 TON AMERICAN 7250C	CRAWLER 1696 CUMMINS IND250	NFFC, TWIN DISC 3 STA CONN
301	CRANE 150 TON LIMA 18505C	CRAWLER 1968 CAT D353D TWIN	DISC CONN, 140' TUBULAR BOOM
302	CRANE 200 TON LIMA 20005C	CRAWLER 1968 CAT D353D TWIN	DISC CONN, 170' TUBULAR BOOM
303	CRANE 35 TON BUCYRUS ERIE 30B	HD CRAWLER D333 CATERPILLAR	60' BOOM FAIRLEAD BLOCK
304	CRANE 30 TON BUCYRUS ERIE 30B	CRAWLER J5'13"x11'8"x11'2"	
305	CRANE 70 TON P&H 670W3C	CRAWLER FROM LAHAINA PIER	
306	CRANE 70 TON P&H 670W3C	CRAWLER FROM LAHAINA PIER	
307	CRANE 70 TON P&H 670W3C	CRAWLER FROM LAHAINA PIER	
308	CRANE 70 TON P&H 670W3C	CRAWLER FROM LAHAINA PIER	
309	CRANE 100 TON MANITOWOC 3900	CRAWLER, (EX STEERS UNIT),	140' BOOM, 140'X16'8"X14'11"
310	CRANE MANITOWOC 4500 CRAWLER	MFG 3/60, CUMMINS VT-12,	W/TORCON, #33 BOOM 120'
311	CRANE 88 TON MANITOWOC M80W	CRAWLER FROM LAHAINA PIER	
312	CRANE AMERICAN 799C FROM	LAHAINA PIER 10/99	
313	CRANE 40 TON BUCYRUS 38B	CRAWLER FROM LAHAINA PIER	
314	CRANE 60 TON P&H HYDRAULIC	650ATC TRUCK MOUNTED	FROM LAHAINA PIER & PILE
315	CRANE 117 TON LINKBELT LS418A	W/100 BOOM, WHITE & RED CAB	
316	CRANE CRAWLER MANITOWOC 4600	SERIES III	
317	CRANE DRAGLINE W700 RAPIER		
318	CRANE CRAWLER MANITOWOC 4600	SERIES 2, 120' # 27 BOOM	AND JIB W/SPARE HEAD
319	CRANE PAGE 7280 DRAGLINE EX	DELAWARE VALLEY WALKING TYPE	REPLACED BOOM 3/97
320	CRANE 200 T MANITOWOC 4600 II	CRAWLER DETROIT ENGINE	140'-#7 BOOM, MFG 1/5/65
321	CRANE MANITOWOC 4600 III	CRAWLER 140' BOOM EX NYCDOS	MACHINE CUMMINS POWERED NEW
322	CRANE 65 TON MANITOWOC 3900	CRAWLER VICON 130' #8 BOOM	PURCHASED FROM DUTRA
323	CRANE 100 TON MANITOWOC 3900B	CRAWLER LOC. IN HAWAII ORIG	W #6 BOOM 90', LIFT/CLAM
324	CRANE 200 TON MANITOWOC 4100W	CRAWLER SERIES II, 260'L	RED EX MT651
325	CRANE 12.5 TON KOEHRING 205 2N	CRAWLER	
326	CRANE 12.5 TON KOEHRING 205 2N	CRAWLER	
327	CRANE 150 TON LIMA 1850	CRAWLER EX MCDEMOTT CC3227	ANGLE BOOM, 100'W/20' JIB
328	CRANE 150 TON MANITOWOC 4000WV	3406 PCTA 180'BOOM ACQUIRED	
329	CRANE 150 TON MANITOWOC 4000WV	CRAWLER, CUMMINS N1855C,	220' BOOM, #17 BOOM, ACQUIRED
330	CRANE 200 TON MANITOWOC 4100WV	CRAWLER, #22A BOOM, CAT DT	43TA, LIFT/CLAM/DRAG, ACQUIRED
331	CRANE 230 TON MANITOWOC 4100WV	CRAWLER LIFT CRANE, #22C	BOOM, #77 RINGER ATTACHMENT
332	CRANE 30 TON GROVE RT655	ROUGH TERRAIN ODA 6V53 ENG.,	LOAD SAFE CAB HEAT, 33' TO 80'
333	CRANE 35 TON GROVE RT655	ROUGH TERRAIN CUMMINS 555 ENG	
334	CRANE 35 TON GROVE RT655	ROUGH TERRAIN 104' BOOM NY	
335	CRANE 50 TON GROVE RT755/RT750	ROUGH TERRAIN CAT 3116TA 110'	MAIN BOOM W/ KRUEGER MARK II
336	CRANE 15 TON GALION 150A	ROUGH TERRAIN DETROIT ENGINE	37,300 LBS, 27'2"x8"x11'2"
337	CRANE 15 TON PETTIBONE MK30	ROUGH TERRAIN, 48,000 LBS	
338	CRANE 14 TON GROVE RT58A	ROUGH TERRAIN 60' BOOM	
339	CRANE 14 TON GROVE RT58-7	ROUGH TERRAIN	
340	CRANE 15 TON PETTIBONE MK30	ROUGH TERRAIN W/JIB SECTION	50,000 LBS, 35'10"x8'6"x11'3"
341	CRANE 35 TON GROVE RT655	ROUGH TERRAIN W/JIB CAT 3208	ENG, KRUEGER LOAD SYSTEM
342	CRANE 35 TON GROVE RT655	ROUGH TERRAIN	
343	CRANE 70 TON P&H 670TC TRUCK	WHITE/RED	
344	CRANE 50 TON AMERICAN 599	TRUCK CUMMINS ENGINES	UP & DOWN, IN BOURG, LA
345	CRANE 28 TON GROVE RT528CN	ROUGH TERRAIN 1473 HRS AT PURC	FROM PLANT & MACHINERY AUCTION
346	CRANE 50 TON GROVE RT750 110	FOOT 4 PIECE POWER BOOM WITH	32' 56' EXTENDABLE SWING JIB
347	CRANE 35 TON TEREX RT335	ROUGH TERRAIN CUMMINGS 6BTS 9L	ENG AUX WINCH NYCD 30'-94'
348	BARGE JACK UP LOADLINE VARCO	HYDRAULIC JACKING SYSTEM	4 DRUM WILEY
349	BARGE JACK UP DELONG 500 TON	JACKS DRAVO MODEL 28 CRANE EX	555 4 POINT ANCHOR SYSTEM HULL
350	LOADER TRACK 973 CAT	GP BUCKET 2.75 CY, 51,500 LBS	22'9"x8'7"x11'3", YELLOW
351	LOADER TRACK 955L CAT	?CY, GP BUCKET, 32,000 LBS,	17'3"x7'6"x10'9", YELLOW
352	LOADER TRACK 955L CAT 2 CY	BUCKET IN STEVEDORING	
353	LOADER TRACK 955L CAT	2CY, GP BUCKET, 32,000 LBS,	17'3"x7'6"x10'9", YELLOW
354	LOADER TRACK 953 CAT	GP BUCKET, ROPS, 30,681 LBS	18'x7'x7'10"x10'1", YELLOW, 2 CY
355	LOADER TRACK 977K CAT	2.75 CY, GP BUCKET, 32,000 LBS	
356	LOADER TRACK 977L CAT	GP BUCKET, 48,000 LBS 2.75 CY	18'x4"x8'2"x11'1", YELLOW
357	LOADER TRACK 977L CAT	GP BUCKET, C/W, FULL CAB, 2.75CY	18'4"x8'2"x11'1" 48,000 LBS
358	LOADER TRACK 977L CAT	ROPS, 4 IN J BUCKET, 3306 ENG	18'4"x8'2"x11'2" 48,000 LBS
359	LOADER TRACK 955L CAT	ROPS, 2CY, GP BUCKET, 3304 ENG	17' GROUSERS, 32,000 LBS,

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360	LOADER TRACK 977L CAT	GP BKT, ROPS, 2.75 CY, YELLOW	BOUGHT FROM DURABLE 11/96
361	LOADER TRACK 973LGP CAT	ROPS 3.5 CY GP BKT	PURCHASED FROM FORKE
362	LOADER TRACK 977K CATERPILLAR		
363	BACKHOE 200-4 TLB DYNAHOE	FULL CAB, 4WD	
364	BACKHOE 190D DYNAHOE TRACTOR	LOADER 1 CY BUCKET 24" DDA	4-53 ENGINE FROM GATES
365	BACKHOE 438C 4X4 CAT	EXTEND A HOE W/48:1 BUCKET	PLUMED FOR HAMMER, EROPS
366	BACKHOE 410G JOHN DEERE	TRACTOR LOADER LOT# 2203	
367	BACKHOE 420D CATERPILLAR	24" BUCKET, 1.25 CY LOADER	4WD 3054C ENGINE S/N CR5D7775
368	BACKHOE 3105G JOHN DEERE	24" BUCKET, 1.25 CY LOADER	MULTIPURPOSE BUCKET EROPS
369	LOADER SKID STEER 743B BOBCAT	54" BUCKET KUBOTA V1702-B ENG	BOUGHT FROM ALEX LYON & SON
370	LOADER SKID STEER 743 BOBCAT	PNEUMATIC TIRES FORKS 909	BACKHOE ACQUIRED FROM GATES CO
371	LOADER SKID STEER 843 BOBCAT	ISUZU (54) HP, 66" BKT, ROPS,	6500 LBS, B.H. MOUNTS, ACQ
372	LOADER WHEEL WA 60D KOMATSU	7 CY BKT, EROPS, SD170 ENGINE	65/35 X 33 TIRES, YELLOW
373	LOADER WHEEL 962G CATERPILLAR	YELLOW, 27'X9'6"WX11'1"H	4.5 CY, 41,000 LBS, YELLOW
374	LOADER WHEEL WA45D KOMATSU	5 CY BKT, 26.5X25 TIRES,	EROPS, 47,000 LBS, YELLOW
375	EXCAVATOR 1266D KOEHRING	7 CY BKY, 4 CY CLAMSHELL,	260,000 LBS, COLOR: ORANGE
376	EXCAVATOR PF55L1 KOMATSU	WITH LA BOUNTY HD 110 ROTATING	GRAPPLE PURCHASED IN 92 NEW
377	EXCAVATOR WMB50503018CR WILCO	MARSH BUGGY W/2002 CAT 325C	UPPER HYD. CARRIAGE REQ#383952
378	EXCAVATOR 215 CAT	3204 ENG., 5'11" STICK,	8'6" WIDE, ACQ FROM GATES 3/97
379	EXCAVATOR EX750 LCS HITACHI	W/FIXED MECHANICAL THUMB,	PURCHASED OFF RENTAL, W/23'4"
380	EXCAVATOR 322BL CAT W/CAB	W/AIR 28" PADS, 9'8" STICK	9'9"X32'8"X11'1", 53,000 LBS
381	EXCAVATOR 330BL CATERPILLAR	32" PADS, MEDIUM STICK, LONG	UNDERCARRIAGE
382	EXCAVATOR 325C CATERPILLAR	LONG REACH MOUNTED ON SUNLAND	KORI AMPHIBIOUS MARSH BUGGY
383	EXCAVATOR 235C CAT EQUIPPED W/	HAMMER CIRCUIT, 12' STICK 36"	PADS BOUGHT FROM FORKE/WILM
384	EXCAVATOR 345BL CAT FIXED	GAUGE U/C 97,000 LBS, YELLOW	MAX/REACH 42'8"/30'5" 12'10"
385	EXCAVATOR MINI X320 BOBCAT	PURCHASED AT YODER AND FREY	
386	EXCAVATOR 325BL CATERPILLAR		
387	DOZER DBL CAT	STRAIGHT BLADE, EROPS, W/TILT	DRAWBAR, 91,000 LBS, YELLOW
388	HOPPER BULKLOADING STEEL 30CY	SINGLE BUDY 12" GATE	20'10" LX 18'10" WX27'2"H
389	HOPPER BULKLOADING STEEL 30CY	SINGLE BUOY 12" GATE	20'10" LX 18'10" WX27'2"H
390	HOPPER BULKLOADING STEEL 80CY	DOUBLE BUDY 12" GATE	19'2" LX39" WX27'10" H
391	HOPPER BULKLOADING STEEL	132 CY, 25'X25'X35', WHITE	
392	HOPPER BULKLOADING STEEL	132 CY, 25'X25'X35', WHITE	
393	HOPPER BULKLOADING STEEL	132 CY, 25'X25'X35', WHITE	(PORTABLE)
394	EXCAVATOR 320CL CATERPILLAR		46,300 POUNDS WITH THUMB
395	EXCAVATOR 320CL CATERPILLAR	PLUMBED FOR HAMMER	46,300 POUNDS
396	EXCAVATOR 5110BL CATERPILLAR	280000 LB	
397	EXCAVATOR 325D CATERPILLAR	20'2" BOOM, 12'4" STICK EMPTY	COUNTERWEIGHT CB2 FAMILY
398	EXCAVATOR 330CL CATERPILLAR	33.5" PADS, LONG UNDERCARRIAGE	QUICK RELEASE STICK VANDALISM
399	EXCAVATOR WMB50502818 WILCO	MARSH BUGGY W/2005 CAT 325C	UPPER HYD. CARRIAGE
400	EXCAVATOR 325C CATERPILLAR	LONG REACH ARRANGEMENT ABD 60"	
401	EXCAVATOR 325C CATERPILLAR	W/STANDARD REACH BOOM 180-7815	& 10'8" STICK
402	EXCAVATOR 325C CATERPILLAR	3126 ENGINE S/N 5GG01739	ARRANGEMENT # 201-4205
403	EXCAVATOR 325D CATERPILLAR	WITH 20'-2" BOOM AND 12'-4"	STICK, CB-2 LINKAGE, HIGH

Line #	Description	Units	Quantity Thru	Measure of Distance	ZONE 1 (A)	ZONE 2 (B)	REGION TOTAL SUM (A)+(B)	ZONE 3 (C)	ZONE 4 (D)	ZONE 5 (E)	ZONE 6 (F)	ZONE 7 (G)	REGION TOTAL SUM THRU (G)	ZONE 8 (H)	ZONE 9 (I)	ZONE 10 (J)	REGION TOTAL SUM (H)+(I)+(J)	STATE TOTAL SUM THRU (K)	
51	Debris from TDMA to final disposal site	Units Intervals	CY	31-60 miles	10.63	10.63	21.26	10.63	10.63	10.63	10.63	10.63	51.11	10.63	10.63	10.63	10.63	42.52	116.83
52				60+ miles	16.88	16.88	33.76	16.88	16.88	16.88	16.88	16.88	84.40	16.88	16.88	16.88	16.88	67.52	184.35
53	Transport of Reduced Vegetative and CAD			0-15 miles	6.25	6.25	12.50	6.25	6.25	6.25	6.25	6.25	31.25	6.25	6.25	6.25	6.25	23.00	60.75
54	Debris from TDMA to final disposal site			16-30 miles	8.13	8.13	16.26	8.13	8.13	8.13	8.13	8.13	40.63	8.13	8.13	8.13	8.13	32.52	88.43
55				31-60 miles	10.63	10.63	21.26	10.63	10.63	10.63	10.63	10.63	51.11	10.63	10.63	10.63	10.63	42.52	116.83
56				60+ miles	16.88	16.88	33.76	16.88	16.88	16.88	16.88	16.88	84.40	16.88	16.88	16.88	16.88	67.52	184.35
57	Transport of Reduced Vegetative and CAD			0-15 miles	6.25	6.25	12.50	6.25	6.25	6.25	6.25	6.25	31.25	6.25	6.25	6.25	6.25	23.00	60.75
58	Debris from TDMA to final disposal site			16-30 miles	8.13	8.13	16.26	8.13	8.13	8.13	8.13	8.13	40.63	8.13	8.13	8.13	8.13	32.52	88.43
59				31-60 miles	10.63	10.63	21.26	10.63	10.63	10.63	10.63	10.63	51.11	10.63	10.63	10.63	10.63	42.52	116.83
60				60+ miles	16.88	16.88	33.76	16.88	16.88	16.88	16.88	16.88	84.40	16.88	16.88	16.88	16.88	67.52	184.35
61	White Goods Removal to final disposal site	Units	1-100 Units	N/A	144.00	144.00	288.00	144.00	144.00	144.00	144.00	144.00	720.00	144.00	144.00	144.00	144.00	576.00	1,584.00
62	White Goods Removal to final disposal site	Units	Above 100 Units	N/A	144.00	144.00	288.00	144.00	144.00	144.00	144.00	144.00	720.00	144.00	144.00	144.00	144.00	576.00	1,584.00
63	Electronic Waste - removal of "e-waste" that contains hazardous materials, includes computer monitors and televisions	Units	1 - 100 Units	N/A	40.00	40.00	80.00	40.00	40.00	40.00	40.00	40.00	200.00	40.00	40.00	40.00	40.00	160.00	440.00
64	Electronic Waste - removal of "e-waste" that contains hazardous materials, includes computer monitors and televisions	Units	Above 100 Units	N/A	40.00	40.00	80.00	40.00	40.00	40.00	40.00	40.00	200.00	40.00	40.00	40.00	40.00	160.00	440.00
65	Fresh Management - from management and recycling	Units	1 - 100 Units	N/A	82.00	82.00	164.00	82.00	82.00	82.00	82.00	82.00	410.00	82.00	82.00	82.00	82.00	328.00	902.00
66	Fresh Management - from management and recycling	Units	Above 100 Units	N/A	82.00	82.00	164.00	82.00	82.00	82.00	82.00	82.00	410.00	82.00	82.00	82.00	82.00	328.00	902.00
67	Sand Collection - removal of displaced sand from wetland	CY	1 - 50,000 CY	N/A	125.00	125.00	250.00	125.00	125.00	125.00	125.00	125.00	615.00	125.00	125.00	125.00	125.00	490.00	1,355.00
68	Sand Collection - removal of displaced sand from wetland	CY	50,001 - 100,000 CY	N/A	125.00	125.00	250.00	125.00	125.00	125.00	125.00	125.00	615.00	125.00	125.00	125.00	125.00	490.00	1,355.00
69	Sand Collection - removal of displaced sand from wetland	CY	Above 100,000 CY	N/A	125.00	125.00	250.00	125.00	125.00	125.00	125.00	125.00	615.00	125.00	125.00	125.00	125.00	490.00	1,355.00
70	Uncontaminated Sand Transport - screening of sand to restore to "beach quality" transport and secondary placement on beach, and proper disposal of remaining byproducts	CY per mileage Intervals	1 - 50,000 CY	0-15 miles	30.00	30.00	60.00	30.00	30.00	30.00	30.00	30.00	150.00	30.00	30.00	30.00	30.00	120.00	330.00
71				16-30 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	175.00	35.00	35.00	35.00	35.00	140.00	385.00
72				31-60 miles	53.00	53.00	106.00	53.00	53.00	53.00	53.00	53.00	265.00	53.00	53.00	53.00	53.00	212.00	583.00
73				60+ miles	63.00	63.00	126.00	63.00	63.00	63.00	63.00	63.00	315.00	63.00	63.00	63.00	63.00	252.00	693.00
74	Uncontaminated Sand Transport - screening of sand to restore to "beach quality" transport and secondary placement on beach, and proper disposal of remaining byproducts	CY per mileage Intervals	50,001 - 100,000 CY	0-15 miles	30.00	30.00	60.00	30.00	30.00	30.00	30.00	30.00	150.00	30.00	30.00	30.00	30.00	120.00	330.00
75				16-30 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	175.00	35.00	35.00	35.00	35.00	140.00	385.00
76				31-60 miles	53.00	53.00	106.00	53.00	53.00	53.00	53.00	53.00	265.00	53.00	53.00	53.00	53.00	212.00	583.00
77				60+ miles	63.00	63.00	126.00	63.00	63.00	63.00	63.00	63.00	315.00	63.00	63.00	63.00	63.00	252.00	693.00
78	Uncontaminated Sand Transport - screening of sand to restore to "beach quality" transport and secondary placement on beach, and proper disposal of remaining byproducts	CY per mileage Intervals	Above 100,000 CY	0-15 miles	30.00	30.00	60.00	30.00	30.00	30.00	30.00	30.00	150.00	30.00	30.00	30.00	30.00	120.00	330.00
79				16-30 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	175.00	35.00	35.00	35.00	35.00	140.00	385.00
80				31-60 miles	53.00	53.00	106.00	53.00	53.00	53.00	53.00	53.00	265.00	53.00	53.00	53.00	53.00	212.00	583.00
81				60+ miles	63.00	63.00	126.00	63.00	63.00	63.00	63.00	63.00	315.00	63.00	63.00	63.00	63.00	252.00	693.00
82	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	CY per mileage Intervals	1 - 50,000 CY	0-15 miles	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	125.00	25.00	25.00	25.00	25.00	100.00	275.00
83				16-30 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	175.00	35.00	35.00	35.00	35.00	140.00	385.00
84				31-60 miles	48.00	48.00	96.00	48.00	48.00	48.00	48.00	48.00	240.00	48.00	48.00	48.00	48.00	192.00	528.00
85				60+ miles	58.00	58.00	116.00	58.00	58.00	58.00	58.00	58.00	290.00	58.00	58.00	58.00	58.00	232.00	630.00
86	Contaminated Sand Transport and Disposal - removal of contaminated sand and disposal at site to be determined by State	CY per mileage Intervals	50,001 - 100,000 CY	0-15 miles	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	125.00	25.00	25.00	25.00	25.00	100.00	275.00
87				16-30 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	175.00	35.00	35.00	35.00	35.00	140.00	385.00
88				31-60 miles	48.00	48.00	96.00	48.00	48.00	48.00	48.00	48.00	240.00	48.00	48.00	48.00	48.00	192.00	528.00
89				60+ miles	58.00	58.00	116.00	58.00	58.00	58.00	58.00	58.00	290.00	58.00	58.00	58.00	58.00	232.00	630.00
90				0-15 miles	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	125.00	25.00	25.00	25.00	25.00	100.00	275.00

Line #	Description	Units	Quantity	Measure of Distance	ZONE 1 (A)	ZONE 2 (B)	REGION TOTAL SUM (A)+(B)	ZONE 3 (C)	ZONE 4 (D)	ZONE 5 (E)	ZONE 6 (F)	ZONE 7 (G)	REGION TOTAL SUM THRU (G)	ZONE 8 (H)	ZONE 9 (I)	ZONE 10 (J)	ZONE 11 (K)	REGION TOTAL SUM (H) THRU (K)	STATE TOTAL SUM THRU (K)
91	Removal of contaminated sand and disposal at site to be determined by State	CY per mileage intervals	Above 100,000 CY	16-30 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	175.00	35.00	35.00	35.00	35.00	140.00	385.00
92				31-60 miles	45.00	45.00	90.00	45.00	45.00	45.00	45.00	45.00	225.00	45.00	45.00	45.00	45.00	180.00	465.00
93				61+ miles	58.00	58.00	116.00	58.00	58.00	58.00	58.00	58.00	280.00	58.00	58.00	58.00	58.00	232.00	538.00
94	Vehicle Removal - removal of vehicles from waterway and transport to aggregation site	Unit	1 - 10 Units	N/A	1,800.00	1,800.00	3,600.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	9,000.00	1,800.00	1,800.00	1,800.00	1,800.00	7,200.00	19,800.00
95	Vehicle Removal - removal of vehicles from waterway and transport to aggregation site	Unit	11 - 25 Units	N/A	1,800.00	1,800.00	3,600.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	9,000.00	1,800.00	1,800.00	1,800.00	1,800.00	7,200.00	19,800.00
96	Vehicle Removal - removal of vehicles from waterway and transport to aggregation site	Unit	Above 25 Units	N/A	1,800.00	1,800.00	3,600.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	9,000.00	1,800.00	1,800.00	1,800.00	1,800.00	7,200.00	19,800.00
97				0-19 feet	220.00	220.00	440.00	220.00	220.00	220.00	220.00	220.00	1,000.00	220.00	220.00	220.00	220.00	880.00	2,420.00
98				20-29 feet	315.00	315.00	630.00	315.00	315.00	315.00	315.00	315.00	1,375.00	315.00	315.00	315.00	315.00	1,260.00	3,465.00
99				30-39 feet	482.00	482.00	964.00	482.00	482.00	482.00	482.00	482.00	2,410.00	482.00	482.00	482.00	482.00	1,928.00	5,302.00
100				over 40 feet	550.00	550.00	1,100.00	550.00	550.00	550.00	550.00	550.00	2,750.00	550.00	550.00	550.00	550.00	2,200.00	6,050.00
101				0-19 feet	220.00	220.00	440.00	220.00	220.00	220.00	220.00	220.00	1,000.00	220.00	220.00	220.00	220.00	880.00	2,420.00
102				20-29 feet	315.00	315.00	630.00	315.00	315.00	315.00	315.00	315.00	1,375.00	315.00	315.00	315.00	315.00	1,260.00	3,465.00
103				30-39 feet	482.00	482.00	964.00	482.00	482.00	482.00	482.00	482.00	2,410.00	482.00	482.00	482.00	482.00	1,928.00	5,302.00
104				over 40 feet	550.00	550.00	1,100.00	550.00	550.00	550.00	550.00	550.00	2,750.00	550.00	550.00	550.00	550.00	2,200.00	6,050.00
105				0-19 feet	220.00	220.00	440.00	220.00	220.00	220.00	220.00	220.00	1,000.00	220.00	220.00	220.00	220.00	880.00	2,420.00
106				20-29 feet	315.00	315.00	630.00	315.00	315.00	315.00	315.00	315.00	1,375.00	315.00	315.00	315.00	315.00	1,260.00	3,465.00
107				30-39 feet	482.00	482.00	964.00	482.00	482.00	482.00	482.00	482.00	2,410.00	482.00	482.00	482.00	482.00	1,928.00	5,302.00
108				over 40 feet	550.00	550.00	1,100.00	550.00	550.00	550.00	550.00	550.00	2,750.00	550.00	550.00	550.00	550.00	2,200.00	6,050.00
109	Pre-removal Assessment of Debris - use of cost-effective technology, including side scan sonar to provide identification and assessment of debris locations	Price per acre	Above 100 Vessels	0-100 acres	65.00	65.00	130.00	65.00	65.00	65.00	65.00	65.00	2,750.00	65.00	65.00	65.00	65.00	2,600.00	8,050.00
110				101-300 acres	63.00	63.00	126.00	63.00	63.00	63.00	63.00	63.00	2,750.00	63.00	63.00	63.00	63.00	2,500.00	7,150.00
111				301-600 acres	60.00	60.00	120.00	60.00	60.00	60.00	60.00	60.00	2,750.00	60.00	60.00	60.00	60.00	2,400.00	6,950.00
112				601-1000 acres	58.00	58.00	116.00	58.00	58.00	58.00	58.00	58.00	2,750.00	58.00	58.00	58.00	58.00	2,400.00	6,800.00
113				1001+ acres	58.00	58.00	116.00	58.00	58.00	58.00	58.00	58.00	2,750.00	58.00	58.00	58.00	58.00	2,320.00	6,380.00
114	Verification of Debris Removal - use of cost-effective technology, including side scan sonar to provide verification to State that debris has been removed and waterway depth has been restored	Price per acre		0-100 acres	65.00	65.00	130.00	65.00	65.00	65.00	65.00	65.00	2,750.00	65.00	65.00	65.00	65.00	2,500.00	7,150.00
115				101-300 acres	63.00	63.00	126.00	63.00	63.00	63.00	63.00	63.00	2,750.00	63.00	63.00	63.00	63.00	2,400.00	6,950.00
116				301-600 acres	60.00	60.00	120.00	60.00	60.00	60.00	60.00	60.00	2,750.00	60.00	60.00	60.00	60.00	2,400.00	6,800.00
117				601-1000 acres	60.00	60.00	120.00	60.00	60.00	60.00	60.00	60.00	2,750.00	60.00	60.00	60.00	60.00	2,400.00	6,800.00
118				1001+ acres	58.00	58.00	116.00	58.00	58.00	58.00	58.00	58.00	2,750.00	58.00	58.00	58.00	58.00	2,320.00	6,380.00
119	Operation of Vessels/Vessel Aggregation Site - operation of vessel and vessel aggregation site, includes all phases of operation, including lower equipment, security, staffing and restoration of site to pre-use condition	Per Day		Daily	4,000.00	4,000.00	8,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	20,000.00	4,000.00	4,000.00	4,000.00	4,000.00	16,000.00	44,000.00
120	Operation of Temporary Debris Management Area - operation of TDMA, includes all phases of operation, including lower equipment, security and staffing and restoration of site to pre-use condition	Per Day		Daily	4,200.00	4,200.00	8,400.00	4,200.00	4,200.00	4,200.00	4,200.00	4,200.00	21,000.00	4,200.00	4,200.00	4,200.00	4,200.00	16,800.00	46,200.00

Total State Price is the single price that Bidder would offer, per price line, for all 11 zones in the State.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

January 10, 2013

John Ramsay
President
CrowderGulf
5435 Business Parkway
Theodore, Alabama 36582
e-mail: jramsay@crowdergulf.com

**Re: Request for Quotation: Disaster Debris Removal and Management Services
Best and Final Offer
Response Date: 3:00 p.m. ET Friday, January 11, 2013**

Dear Mr. Ramsay:

This letter is requesting that your firm submit a best and final offer (BAFO) with respect to the referenced Request for Quotations (RFQ), as specified in RFQ Section 8.1. This response will be evaluated in conjunction with the original proposal submission made in response to the referenced RFQ.

Your firm should resubmit the BAFO Price Schedule (attached) with revised prices and mark it with your company name and date. As noted in Section 8.1, *"The best and final offer can modify any aspect of the bid proposal, provided mandatory RFQ requirements continue to be satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive."*

BAFO proposal price(s) must be typed or written in ink. The entire price schedule must be completed and resubmitted, or the bidder must submit a statement that it will not revise its prices. Your revised BAFO prices must include: 1) commitments stated in your original proposal, including any clarifications thereto and 2) all the requirements specified in the RFQ and addenda. To reiterate, no other aspect of the proposal may be changed. While the State seeks pricing reductions for all price lines, the State is placing particular emphasis on the pricing differences between your firm and competitors for a number of price lines including, but not limited to, lines 1-32, lines 40-41, and lines 83-96.

A response is required by 3:00 p.m. on Friday, January 11, 2013. Please send responses via email to me at the following email address: jonathan.wallace@treas.state.nj.us. The email subject line is to state "BAFO – RFQ Disaster Debris Removal and Management Services". BAFOs not received by the indicated time and due date will not be considered and the original proposal pricing will be used for evaluation purposes. As specified in RFQ Section 8.1, all BAFO submissions will remain confidential until issuance of a Notice of Intent to Award.

Respectfully,

Jonathan Wallace

Attachment: BAFO Price Schedule

Wallace, Jonathan

From: John Ramsay (jramsay@crowdergulf.com) [jramsay@crowdergulf.com]
Sent: Friday, January 11, 2013 12:38 PM
To: Wallace, Jonathan
Cc: Melinda Kohnle (mkohnle@crowdergulf.com); Reid Loper (rloper@crowdergulf.com)
Subject: "BAFO - RFQ Disaster Debris Removal and Management Services"
Attachments: BAFO NJ CrowderGulf, LLC 01.11.13.pdf

Dear Mr. Wallace,

Please find attached CrowderGulf's "Best and Final Offer - RFQ Disaster Debris Removal and Management Services".

Please confirm receipt, we appreciate this opportunity

Sending our best regards,

Ashley for

John Ramsay
President
CrowderGulf LLC
5435 Business Parkway
Theodore, AL 36582
251-459-7430 Office
800-992-6207 Toll Free
- - - Fax
jramsay@crowdergulf.com
www.crowdergulf.com

From: Wallace, Jonathan [<mailto:Jonathan.Wallace@treas.state.nj.us>]
Sent: Thursday, January 10, 2013 9:28 AM
To: John Ramsay (jramsay@crowdergulf.com)
Subject: New Jersey RFQ Disaster Debris -Best and Final Offer

New Jersey RFQ Disaster Debris -Best and Final Offer
Please find attached documents for response.

Jonathan Wallace
Professional Services
State of New Jersey | Division of Purchase and Property | Procurement Bureau
33 West State Street | PO Box 230 | Trenton, NJ 08625
609 341 2975 (office) | 609 292 5170 (fax)

CrowderGulf, LLC / January 11, 2013
BEST AND FINAL OFFER (BAFO) - PRICE PROPOSAL FORM

JANUARY 9, 2013

PART A - DEBRIS REMOVAL AND MANAGEMENT BAFO PRICE SCHEDULE

UNIT PRICES SHALL BE BASED ON ESTIMATED DEBRIS QUANTITY OF 3 MILLION CUBIC YARDS						
	Description	Units	Measure of Distance	Unit Price	Line #	
VEGETATIVE COLLECT & HAUL	Vegetative Waste - vegetative debris collection and haul for a prescribed distance from Rights of Way to TDMA	CY per mileage intervals	0-15 miles	\$ 16.90 /cy	Line 1	
			16-30 miles	\$ 19.00 /cy	Line 2	
			31-60 miles	\$ 23.00 /cy	Line 3	
			60+ miles	\$ 27.00 /cy	Line 4	
			Single Price*	\$ 30.00 /cy	Line 5	
MANAGEMENT & REDUCTION	Grinding/Chipping Vegetative Debris	CY	N/A	\$ 6.25 /cy	Line 6	
	Air Curtain Burning Vegetative Debris	CY	N/A	\$ 3.75 /cy	Line 7	
	Open Burning Vegetative Debris	CY	N/A	\$ 3.50 /cy	Line 8	
	Compacting Vegetative Debris	CY	N/A	\$ 4.00 /cy	Line 9	
	Construction of Inspection Tower subject to prevailing wage	EACH	N/A	\$ 1,750.00 /each	Line 10	
	TDMA Site Management	CY	N/A	\$ 2.70 /cy	Line 11	
C&D COLLECT & HAUL	C&D - C&D debris collection and removal from Rights of Way to TDMA	CY per mileage intervals	0-15 miles	\$ 18.90 /cy	Line 12	
			16-30 miles	\$ 20.00 /cy	Line 13	
			31-60 miles	\$ 25.00 /cy	Line 14	
			60+ miles	\$ 31.00 /cy	Line 15	
			Single Price*	\$ 34.00 /cy	Line 16	
FINAL DISPOSAL	Transport of Reduced Vegetative Debris and Other Debris Types from TDMA to Final Disposal Site please provide pricing for both CY and tons	CY or tons per mileage intervals	0-15 miles	\$ 34.72 /ton	\$ 8.92 /cy	Line 17
			16-30 miles	\$ 63.70 /ton	\$ 18.20 /cy	Line 18
			31-60 miles	\$ 90.00 /ton	\$ 27.00 /cy	Line 19
			60+ miles	\$ 140.00 /ton	\$ 42.00 /cy	Line 20
			Single Price*	\$ 150.00 /ton	\$ 46.00 /cy	Line 21
	Tipping Fees - pass through amount					Line 22
						Line 23
HAZARDOUS TREES & STUMPS	Removal of Hazardous Trees (Standing Leaners) - diameter is measured at 24" height	Each	8"-12" diameter	\$ 200.00 /each	Line 25	
			13"-24"	\$ 275.00 /each	Line 26	
			25"-36"	\$ 480.00 /each	Line 27	
			37"-48"	\$ 760.00 /each	Line 28	
			greater than 49"	\$ 1,100.00 /each	Line 29	
	Trees with Hazardous Limbs over 2"	Tree	N/A	\$ 170.00 /tree	Line 30	
	Hazardous Stumps 24"-36" diameter	Stump	N/A	\$ 405.00 /stump	Line 31	
	Hazardous Stumps 37"-48" diameter	Stump	N/A	\$ 606.00 /stump	Line 32	
	Hazardous Stumps over 49" diameter	Stump	N/A	\$ 880.00 /stump	Line 33	
	Stump Fill Dirt	CY	N/A	\$ 31.00 /cy	Line 34	
SPECIALTY REMOVAL	Sand Collection and Screening - pick up, screen and return debris laden soil, silt, sediment and/or sand	CY	N/A	\$ 16.10 /cy	Line 35	
	Vehicle Removal - removal of eligible vehicles	Unit	N/A	\$ 315.00 /unit	Line 36	
	Vessel Removal (Land) - removal of eligible vessel on land only	Unit	N/A	See Part A-1	Line 37	
	Animal Carcass Removal	Pound	N/A	\$ 7.00 /pound	Line 38	
	White Goods Removal to disposal site	Unit	N/A	\$ 40.00 /unit	Line 39	
	Freon Management - freon management and recycling	Unit	N/A	\$ 55.00 /unit	Line 40	
	Electronic Waste - removal of "e-waste" that contains hazardous materials includes computer monitors and TVs.	Unit	N/A	\$ 33.00 /unit	Line 41	
	Household Hazardous Waste (HHW) - removal and disposal	Pound	N/A	\$ 12.25 /pound	Line 42	

* Single Price indicates a price to haul debris from any distance

CrowderGulf, LLC / January 11, 2013
BAFO PRICE PROPOSAL FORM

JANUARY 9, 2013

**BAFO PART A-1 SUPPLEMENTAL PRICE SCHEDULE
 FOR LAND-BASED VESSEL REMOVAL**

Removal of Eligible Vessel from Land (LINE 37)

From ROW

0-15 miles	Less than 30 feet	Per Linear Foot	\$ 150.00
	Greater than 30 feet		\$ 225.00
16-30 miles	Less than 30 feet	Per Linear Foot	\$ 250.00
	Greater than 30 feet		\$ 325.00
31-60 miles	Less than 30 feet	Per Linear Foot	\$ 300.00
	Greater than 30 feet		\$ 425.00
60+ miles	Less than 30 feet	Per Linear Foot	\$ 350.00
	Greater than 30 feet		\$ 525.00

From Aggregation Site

0-15 miles	Less than 30 feet	Per Linear Foot	\$ 100.00
	Greater than 30 feet		\$ 190.00
16-30 miles	Less than 30 feet	Per Linear Foot	\$ 150.00
	Greater than 30 feet		\$ 290.00
31-60 miles	Less than 30 feet	Per Linear Foot	\$ 250.00
	Greater than 30 feet		\$ 390.00
60+ miles	Less than 30 feet	Per Linear Foot	\$ 325.00
	Greater than 30 feet		\$ 500.00

CrowderGulf, LLC / January 11, 2013

BAFO PRICE PROPOSAL FORM

JANUARY 9, 2013

PART B - HOURLY EQUIPMENT RATES

EQUIPMENT TYPE	Unit	Unit Price
Air Curtain Pit Burner	HOUR	\$ 75.00
Air Curtain Refractory Incinerator	HOUR	\$ 75.00
Bobcat Loader	HOUR	\$ 65.00
Bucket Truck	HOUR	\$ 153.00
Chipper/Mulcher (8' throat)	HOUR	\$ 55.00
Chipper/Mulcher (12' throat)	HOUR	\$ 65.00
Crash Truck w/Impact Attenuator	HOUR	\$ 110.00
Dozer, Tracked, D5 or similar	HOUR	\$ 102.00
Dozer, Tracked, D6 or similar	HOUR	\$ 125.00
Dozer, Tracked, D7 or similar	HOUR	\$ 136.00
Dozer, Tracked, D8 or similar	HOUR	\$ 165.00
Dump Truck, 18 CY-20 CY	HOUR	\$ 55.00
Dump Truck, 21 CY-30 CY	HOUR	\$ 65.00
Generator and Lighting	HOUR	\$ 35.00
Grader w/12' Blade	HOUR	\$ 105.00
Hydraulic Excavator, 1.5 CY	HOUR	\$ 129.00
Hydraulic Excavator, 2.5 CY	HOUR	\$ 147.00
Knuckleboom Loader	HOUR	\$ 150.00
Laborer w/Chain Saw	HOUR	\$ 45.00
Lowboy Trailer w/Tractor	HOUR	\$ 195.00
Log Skidder	HOUR	\$ 110.00
Mobile Crane (Adequate for hanging limbs/leaning trees)	HOUR	\$ 123.00
Pickup Truck, .5 Ton	HOUR	\$ 25.00
Soil Compactor 81 HP+	HOUR	\$ 110.00
Soil Compactor 80 HP	HOUR	\$ 80.00
Soil Compactor, Towed Unit	HOUR	\$ 100.00
Stump grinder 30" diameter or less	HOUR	\$ 90.00
Stump Grinder greater than 30" diameter	HOUR	\$ 140.00
Traffic Control, Temporary Single Lane Closure	HOUR	\$ 45.00
Tub Grinder, 800 to 1000 HP	HOUR	\$ 515.00
Waste Collection Rear Loader Truck	HOUR	\$ 160.00
Water Truck	HOUR	\$ 90.00
Wheel Loader, 2.5 CY, 950 or similar	HOUR	\$ 112.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	HOUR	\$ 120.00
Wheel Loader, 4.5 CY, 980 or similar	HOUR	\$ 140.00
Wheel Loader-Backhoe, 1.0-1.5 CY	HOUR	\$ 95.00
Weighing Scales, Truck, Portable and Certified	HOUR	\$ 140.00

Part B unit prices for equipment such as: air curtain burners/incinerators, chippers/mulchers and tub grinders do not pertain to debris management site operations, which are included under Part A.

Part B unit prices for Traffic Control do not pertain to debris collections and removal operations from agency property and agency rights-of-way, which are included under Part A.

CrowderGulf, LLC / January 11, 2013

BAFO PRICE PROPOSAL FORM**PART C - HOURLY PERSONNEL RATES**

Personnel Title*	Unit	Hourly Rate
State Operations Manager	HOUR	\$ 135.00
County Operations Manager	HOUR	\$ 130.00
Municipal Operations Manager	HOUR	\$ 125.00
Safety Superintendent	HOUR	\$ 115.00
Safety Supervisor	HOUR	\$ 115.00
Project/Site Supervisor	HOUR	\$ 105.00
Project/Site Foreman	HOUR	\$ 95.00
Project/Site Inspector	HOUR	\$ 95.00
Mechanic (with truck and tools)	HOUR	\$ 105.00
Climber (with gear)	HOUR	\$ 65.00
Laborer/Operator (with tools)	HOUR	\$ 65.00
Laborer/Operator (with chainsaw)	HOUR	\$ 58.00
Traffic Control Personnel	HOUR	\$ 55.00
Ticket Writers	HOUR	\$ 43.00
Survey Personnel (with vehicle)	HOUR	\$ 115.00
TDMA/Aggregation Site Personnel	HOUR	\$ 85.00
Project Engineer	HOUR	\$ 135.00
Equipment Operator	HOUR	\$ 103.00
Security Personnel	HOUR	\$ 55.00
Truck Driver	HOUR	\$ 80.00
Bucket Truck Operator	HOUR	\$ 85.00
Administrative Assistant	HOUR	\$ 48.00
Clerical Aide	HOUR	\$ 43.00

**all supervisory titles (including manager, foreman, supervisor and superintendent) shall have cell phones and trucks/vehicles*

EXHIBIT D



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY

PHILADELPHIA DISTRICT CORPS OF ENGINEERS
WANAMAKER BUILDING, 100 PENN SQUARE EAST
PHILADELPHIA, PENNSYLVANIA 19107-3390

JUL 18 2013

Regulatory Branch
Application Section II

SUBJECT: CENAP-OP-R-2013-561-35 (NWP35)
Hurricane Sandy NJDEP Waterway Debris Contract Zone 5
(Cranberry Inlet Marina)

Ms. Suzanne U. Dietrick, Chief
Site Remediation Program
Office of Dredging and Sediment Technology
New Jersey Department of Environmental Protection
P.O. Box 420 Mail Code 401-04J
401 East State Street
Trenton, NJ 08625

Dear Ms. Dietrick:

This is in regard to your proposal, on behalf of the State of New Jersey, to remove accumulated sediment from Cranberry Inlet Marina located in Zone 5 and which is shown on Enclosure 1, located in the Borough of Seaside Heights, Ocean County, New Jersey.

Under current Federal regulations, a Department of the Army permit is required for work or structures in navigable waters of the United States and/or the discharge of dredged or fill material into waters of the United States including adjacent and isolated wetlands. Based upon our review of the information you have provided, it has been determined that removal of sediment from the Cranberry Inlet Marina is approved by the existing Department of the Army Nationwide Permit (NWP) described below, provided the work is conducted in compliance with the special conditions below and the attached general conditions.

NWP 35. Maintenance Dredging of Existing Basins. Excavation and removal of accumulated sediment for maintenance of existing marina basins, access channels to marinas or boat slips, and boat slips to previously authorized depths or controlling depths for ingress/egress, whichever is less, provided the dredged material is deposited at an area that has no waters of the United States site and proper siltation controls are used. (Section 10).

This verification of NWP authorization is valid until February 28, 2014. If you find that you need more time to complete the authorized activity, submit your request for a new verification at least one month before the above date is reached.

- 2 -

The enclosed table (Enclosure 2) identifies those NWP's which require a preconstruction notification (PCN) to the Corps of Engineers, those which have been regionally conditioned by the Division Engineer, and those which have been denied 401 Water Quality Certification (WQC) and/or Coastal Zone Management (CZM) consistency by the State. It is noted that CZM consistency from the State is only required for those activities in or affecting a State's coastal zone. Additionally, some of the NWP's do not involve a discharge of dredged or fill material, and as such, do not require a 401 WQC. For those NWP's not requiring a 401 WQC, the appropriate rows and columns have been identified with the term "NA". If the State has denied the required WQC and/or not concurred with the Corps' CZM consistency determination, the NWP authorization is considered denied without prejudice until an individual project specific WQC and/or CZM approval is obtained. This approval must be obtained in order for the activity to be authorized under the NWP and a copy provided to this office before work begins. Any project specific conditions required by the State for the WQC and/or CZM approval will automatically become part of the NWP authorization.

You should carefully note that this NWP authorization is based upon your agreement to comply with the terms and conditions of this NWP (Enclosure 3), including any and all attached project specific special conditions listed below. Initiation of any authorized work shall constitute your agreement to comply with all of the NWP's conditions. You should also note that the authorized work may be subject to periodic inspections by a representative of this office.

PROJECT SPECIFIC SPECIAL CONDITIONS:

1. All work performed in association with the above noted project shall be conducted in accordance with the attached map E-1. The project plans provide for dredging and disposing of FEMA-eligible sediment (dredged material) within existing marina basins identified in Enclosure 1. Sediments to be removed may include sand, silt and/or gravel from within Zone 5. The State's contractor would mechanically dredge approximately 1,600 cubic yards from within the 0.5-acre marina basin via land-based equipment or shallow draft barge mounted equipment. ~~Sediment deposited by Hurricane Sandy within the existing marina basins would be dredged to a depth of no greater than the depth previously authorized or -6 feet MLW, whichever is less.~~

Any dredged material that is determined to be greater than 90% sand shall be screened, sorted and re-deposited in uplands adjacent to the marina. This material shall be placed on uplands/non-wetlands above the high tide line and contained to prevent its escape to aquatic areas. Any subsequent spreading of this material onto adjacent beach areas within the Corps' jurisdiction shall require authorization from this office prior to accomplishing the work. Material that is less than 90% sand shall be tested for its contaminant concentrations and managed at an upland location approved by the NJDEP. If available capacity exists at an existing upland confined disposal facility in Zone 5, the material shall be disposed of at this facility. If no capacity exists, the material shall be off-loaded from the barges onto trucks and transported to the final disposal/beneficial use upland location. Beneficial use options consist of use of the material as construction fill material or as fill material in the closure of contaminated sites or abandoned landfill.

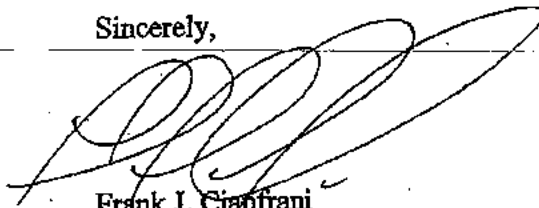
The stated purpose of the project is to remove sand, silt, sediment and gravel from waters of the State of New Jersey to restore safe navigation and alleviate flooding to areas that have been impacted by Superstorm Sandy.

2. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
3. This office shall be notified prior to the commencement of authorized work by completing and signing the enclosed *Notification/ Certification of Work Commencement Form* (Enclosure 4). This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the enclosed *Notification/Certification of Work Completion/Compliance Form* (Enclosure 5). All notifications required by this condition shall be in writing. They may be transmitted by facsimile (to 215-656-6724) to meet the required deadlines, provided a hard copy is transmitted immediately afterward to this office by registered mail. Oral notifications are not acceptable.
4. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
5. Representatives of the U.S. Army Corps of Engineers shall be permitted to inspect the project during its phase of construction, and to collect any samples, or to conduct any tests deemed necessary.
6. The permittee is responsible for ensuring that the contractor and/or workers executing the ~~activity(s) authorized by this permit have knowledge of the terms and conditions of the~~ authorization and that a copy of the permit document is at the project site throughout the period the work is underway.
7. This permit authorizes a single dredging event at each authorized location. No future maintenance dredging is authorized by this permit. This permit verification expires on February 28, 2014.
8. Only material deposited by Superstorm Sandy (FEMA-eligible material) is authorized to be dredged under this permit.
9. In order to prevent slumping of adjacent wetlands into the waterway, dredging shall not occur within 25 feet of any wetland, with a 3:1 slope (horizontal:vertical) from this buffer.
10. In order to protect the Essential Fish Habitat of winter flounder, all dredging is prohibited during the period January 1 through May 31, inclusive, of any year. This restriction shall not apply to any dredging performed during the year 2013.

11. All dredged material shall be placed on uplands/non-wetlands above the high tide line and contained to prevent its escape to aquatic areas. Disposal shall be in accordance with one of the two alternate methods described in Special Condition 1, depending on grain size. This office shall be notified in writing prior to any proposed removal or relocation of any material from a stockpile site, with the planned volume, schedule and location of removal. Material shall not be taken to any other site without prior written approval from this office.
12. The permittee shall comply with the conditions and protocols as described in the attached 5-page document entitled "NJDEP Wet Debris and Sand Removal Section 106 No Adverse Effect Condition Requirements," and any future revisions to the document by FEMA, the USACE in consultation with the SHPO.
13. No later than March 31, 2014, the permittee shall provide the following to this office:
 - a) a location map identifying areas where sediment was dredged;
 - b) the volume of sediment dredged from each identified area;
 - c) a description of the material dredged (i.e. grain size); and
 - d) the location of all stockpile and disposal sites.
14. Turbidity curtains shall be utilized around dredging equipment during operations to reduce transport of re-suspended sediments associated with dredging.

Also enclosed is a pre-addressed postal card (Enclosure 6) soliciting your comments on the processing of your application. Any comments, positive or otherwise, on the procedures, timeliness, fairness, etc., may be made on this card. If you should have any questions regarding this matter, please contact Michael Hayduk at (215) 656-5822 or write to the above address.

Sincerely,



Frank J. Cianfrani
Chief, Regulatory Branch

Enclosures

Copies Furnished:

NMFS – Karen Greene
USFWS – Carlo Popolizio
EPA – Robert Montgomerie



**US Army Corps
of Engineers
Philadelphia District**

NOTICE

This Department of the Army permit contains important permit terms and conditions. Please read the permit and all terms and conditions carefully.

Work authorized by this permit may be inspected for compliance at any time.

It is your responsibility, as permittee, to ensure that all work authorized by the permit, including all work performed by contractors, be performed in strict compliance with all terms and conditions of the permit. Failure to do so may result in a determination by the District Engineer to suspend, modify, or revoke your permit (33 CFR 325.7). It may also subject you to the enforcement procedures contained at 33 CFR 326.4 and 326.5, including civil and criminal action and the possible imposition of civil penalties and criminal fines up to \$50,000.00 per day per violation.

If you have any questions about, or need to modify, any of the terms and conditions of this permit, you are requested to contact the Philadelphia District Office at (215) 656-6728.

Zone 5 Hydrographic Survey Locations - Area 7



Estimated AIBANU DATES

** The imagery shown is the NOAA Post Sandy Imagery

0 215 430 860 Feet

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NWP CZM and WQC Status Table: Delaware, New Jersey, Pennsylvania (2012)

NWP #	PCN	DE CZM	DE WQC	NJ CZM	NJ WQC	PA CZM	PA WQC
NWP 1	NO	ISSUED	N/A	ISSUED	N/A	ISSUED	N/A
NWP 2	NO	ISSUED	N/A	DENIED	N/A	ISSUED	N/A
NWP 3	YES *	DENIED #	DENIED #	DENIED	DENIED	ISSUED	ISSUED
NWP 4	NO	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED
NWP 5	NO	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 6	NO	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 7	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 8	YES	DENIED	N/A	DENIED	N/A	ISSUED	N/A
NWP 9	NO	ISSUED	N/A	DENIED	N/A	ISSUED	N/A
NWP 10	YES *	ISSUED	N/A	DENIED	N/A	ISSUED	N/A
NWP 11	YES *	ISSUED	N/A	DENIED	N/A	ISSUED	N/A
NWP 12	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 13	YES *	DENIED #	DENIED #	DENIED	DENIED	ISSUED	ISSUED
NWP 14	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 15	YES *	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 16	NO	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 17	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 18	YES *	DENIED #	DENIED #	DENIED	DENIED	ISSUED	ISSUED
NWP 19	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 20	NO	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 21	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 22	YES *	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 23	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 24	NO	ISSUED	N/A	ISSUED	N/A	ISSUED	N/A
NWP 25	YES *	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 27	YES *	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 28	YES	ISSUED	N/A	DENIED	N/A	ISSUED	N/A
NWP 29	YES	DENIED #	DENIED #	DENIED	DENIED	ISSUED	ISSUED
NWP 30	YES *	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED
NWP 31	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 32	N/A	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 33	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 34	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 35	YES	ISSUED	N/A	DENIED	N/A	ISSUED	N/A
NWP 36	YES *	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 37	YES	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED
NWP 38	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 39	YES	DENIED #	DENIED #	DENIED	DENIED	ISSUED	ISSUED
NWP 40	YES	DENIED	DENIED	DENIED	DENIED	ISSUED	ISSUED
NWP 41	YES	DENIED	DENIED	DENIED	DENIED	ISSUED	ISSUED
NWP 42	YES	DENIED	DENIED	DENIED	DENIED	ISSUED	ISSUED
NWP 43	YES	DENIED	DENIED	DENIED	DENIED	ISSUED	ISSUED
NWP 44	YES	DENIED	DENIED	DENIED	DENIED	ISSUED	ISSUED
NWP 45	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 46	YES	DENIED	DENIED	DENIED	DENIED	ISSUED	ISSUED
NWP 48	YES	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED	ISSUED
NWP 49	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 50	YES	ISSUED	ISSUED	DENIED	DENIED	ISSUED	ISSUED
NWP 51	YES	DENIED	DENIED	DENIED	DENIED	ISSUED	ISSUED
NWP 52	YES	DENIED	DENIED	DENIED	DENIED	ISSUED	ISSUED

Note: *A PCN is required under certain circumstances. Review the terms of the NWP, general conditions, or regional conditions to identify those circumstances. # The State of Delaware has denied the CZM and WQC for this NWP in critical resource waters only.

ENCLOSURE 8

Nationwide Permit General Conditions

- 1. Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 2. Aquatic Life Movements.** No activity may substantially disrupt the movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
- 3. Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through fill, or downstream by substantial turbidity) of an important spawning area are not authorized.
- 4. Waterfowl Breeding Areas.** Activities in breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.
- 5. Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48.
- 6. Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
- ~~**7. Water Supply Intakes.**~~ No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair of public water supply intake structures or adjacent bank stabilization.
- 8. Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
- 9. Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water, or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
- 10. Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. **Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate

14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. **Endangered Species.** (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

~~(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in the designated critical habitat and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activity will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.~~

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened

and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties. (a) In cases where the district engineer determines that the activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed.

~~(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, explaining the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.~~

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

- (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
- (b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

- (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
- (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
- (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
- (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.
- (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.
- (f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. ~~In some cases, riparian areas may be the only compensatory mitigation required.~~ Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
- (g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.
- (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. **Water Quality.** In certain states and tribal lands an individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. **Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with State coastal zone management requirements.

23. **Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. **Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

25. **Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

26. **Compliance Certification.** Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification must be forwarded by the Corps with the NWP verification letter and will include:

- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;
- (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity:

(1) Until notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) If 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN

must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) District Engineer's Decision: In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic

environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

Paul DiGiorgio

From: Paul DiGiorgio <pauld3853@gmail.com>
Sent: Friday, September 01, 2017 8:37 AM
To: Paul DiGiorgio
Subject: AB

Confirm if I sent email asking them to accept service for Maple Lake
Check Amended Compl to see if I properly alleged facts against MAple LAke, and which of the named P's were actually paid by ML
Check PWA to see what it says about sole responsibility for compliance, and what it says about authority to enforce/interpret, OR if there is any language re where contractors should turn for guidance
In C-G complaint - need to make it clear that the Prime Contrator must be held to its non-delegable duty in general, but specifically in this case because there are so many subcontractors and sub-subcontractors (some from out of state) who are possibly no longer in existence or solvent right now.
Give a procedural history of the DOL complaint in the C-G complaint?



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY
P.O. BOX 420
MAIL CODE #401-04P
TRENTON, NEW JERSEY 08625
(609) 633-6801

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

September 20, 2013

Mr. Reid Loper
CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

RE: **MODIFICATION - Emergency Dredging Permit – Zone 5, Marinas, DOT Channels, Sand Overwash Areas**
Superstorm Sandy: Waterway Debris Removal Contract

Dear Mr. Loper:

This letter serves as a modification of the existing emergency permit issued July 19, 2013 to allow for the dredging of approximately 83,157 of sand overwash areas within Barnegat Bay and sediment from within one Sandy impacted DOT channel. Sediment removal is also proposed within two marinas located in the sand overwash areas. This work is being performed on behalf of the State of New Jersey pursuant to State Contract AG-080. The purpose of this permit modification is to add to additional locations for the sand removed from Zone 5 under the contract.

The original permit issued on July 19, 2013 identified a stockpile location (Heiring Avenue) within the Borough of Seaside Heights for any sand removed from Zone 5 dredge areas. However, the Borough of Seaside Heights recently notified the NJDEP that the municipality was no longer interested in accepting the sand material. However, the Borough of Lavallete and Toms River Township have expressed an interest in obtaining sand material for beaches within these municipalities. Therefore, this permit modification serves to authorize Crowder Gulf to stockpile sand from Zone 5 at these alternative locations. Condition #10 of the existing permit has been modified as follows:

-
10. Any material that is determined to be greater than 90% sand shall be screened, sorted, and stockpiled at the following authorized locations:
 - Borough of Lavallete - Trenton Avenue street end, New York Avenue street end, Philadelphia Avenue street end. See attached documentation from the municipality.
 - Toms River Township – Stockpile locations along Ocean Terrace.
 - Upland locations at the Cattus Island Park and/or Berkeley Island County Park (mapping attached). Prior to the transport of any sand to the Ocean County Park, Crowder Gulf shall submit a stockpile plan showing the proposed soil and sediment control measures to be implemented at the park sites. The estimated volume to be placed at these two park sites is 26,000 cy.

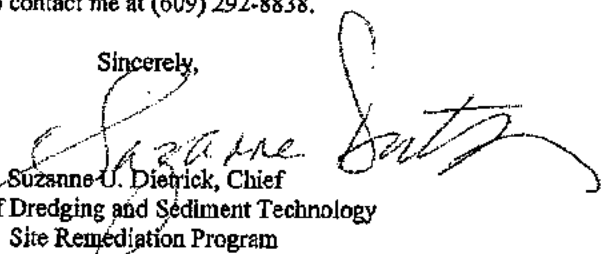
Prior to the placement of any sand at an alternate location, CrowderGulf shall obtain written approval from the NJDEP.

All other conditions of the emergency permit issued July 19, 2013 remain in full force and effect.

The dredging of the identified shoals may be presumed to be consistent with the New Jersey Coastal Zone Management Program. A Water Quality Certificate is authorized.

If you have any questions please feel free to contact me at (609) 292-8838.

Sincerely,


Suzanne U. Dietrick, Chief
Office of Dredging and Sediment Technology
Site Remediation Program

c: Frank Cianfrani, Philadelphia District Regulatory Branch (via e-mail)
Chris Colletti, Dewberry (via e-mail)
Don Biggins, Dewberry (via e-mail)
Jordan Bryant, Arcadis (via e-mail)
Jane Kozinski, Assistant Commissioner, Division of Solid and Hazardous Waste (via e-mail)
Gary Viola, FEMA (via e-mail)

DEPARTMENT OF THE ARMY PERMIT

PERMITTEE AND PERMIT NUMBER:

State of New Jersey, Department of Environmental Protection
Hurricane Sandy NJDEP Waterway Debris Contract Zone 5
CENAP-OP-R-2013-561-24

ISSUING OFFICE:

Department of the Army
U.S. Army Corps of Engineers, Philadelphia District
Wanamaker Building - 100 Penn Square East
Philadelphia, Pennsylvania 19107-3390

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

PROJECT DESCRIPTION: This permit authorizes mechanical (bucket) dredging of various waterways as part of the State of New Jersey's Superstorm Sandy recovery effort. All work is to be completed in accordance with the attached plans and all General and Special Conditions included in this permit.

PROJECT LOCATION: The authorized work area is within the State of New Jersey's established debris removal Central Region, Zone 5, associated with Superstorm Sandy. Zone 5 covers mid-Barnegat Bay from the northern border of Normandy Beach to the Route 37 bridge, ~~within the Boroughs of Seaside Heights and Lavallette and the Ortley, Chadwick and Normandy Beach sections of Toms River Township in Ocean County, New Jersey.~~

PERMIT CONDITIONS:

General Conditions:

1. The time limit for completing the work authorized ends on February 28, 2014. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

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3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. All work performed in association with the above noted project shall be conducted in accordance with the attached maps/plans labeled E-1 through E-12. Only material deposited by Superstorm Sandy (FEMA-eligible material) which is necessary to be removed to access navigation channels and legally existing docks/piers is authorized to be dredged under this permit. The project plans provide for dredging and disposing of FEMA-eligible sediment (dredged material) within Barnegat Bay. Sediments to be removed may include sand, silt and/or gravel from within Zone 5. The State's contractor would dredge up to a maximum of 83,157 cubic yards of this material from impacted waterways of the State of New Jersey under this permit, consisting of: a) shoal areas (5-7) within Barnegat Bay along the eastern shore behind the ~~communities identified above due to breaches in the barrier island or significant over-wash,~~ including beach sand which ended up in the bay (approximately 41,382 cubic yards maximum total volume from up to 8.45 acres); and b) storm-impacted shoals within the State navigation channel known as Lavallette Beach Channel within Barnegat Bay in its northern reaches, from Little Sedge Island to Middle Sedge Island (approximately 41,775 cubic yards maximum total volume from up to 16.2 acres). A total of 12 Sandy-impacted shoals have been identified in this channel, but only Shoals 11 and 12 are authorized to be dredged.
2. The contractor shall utilize mechanical dredging equipment consisting of barge mounted excavators and clamshell buckets to remove material from the waterways. The depth of dredging shall be to pre-storm elevations (i.e. FEMA-eligible material), not to exceed -4' MLW, whichever is less, except for developed artificial lagoons. The maximum depth of dredging in the lagoons would be -6' MLW, provided they had previously been dredged to this depth. For the State navigation channel, the maximum depth of dredging would be -6' MLW.

- 3 -

3. All dredged material shall be disposed on uplands/non-wetlands above the high tide line and contained to prevent its escape to any aquatic areas. Dredged material that is determined to be greater than 90% sand shall be screened, sorted and re-deposited at 31 Hierarchy Avenue in Seaside Heights (and Toms River Township). This material shall be placed on uplands/non-wetlands above the high tide line and contained to prevent its escape to aquatic areas. Any subsequent spreading of this material onto adjacent beach areas within the Corps' jurisdiction shall require authorization from this office prior to accomplishing the work. Material that is less than 90% sand shall be tested for its contaminant concentrations and managed at an upland location approved by the NJDEP, including dewatering with hay bales and silt fencing for sediment and erosion control. Once dried, the material shall be loaded onto trucks and transported to one of three potential upland non-wetland locations (above the high tide line) for future re-use: a) Cactus Island Park in Toms River Township; b) Berkeley Island County Park in Berkeley Township; or c) to the Ocean County Landfill for use as daily cover material. Any future use of this material at the County Parks within the Corps' jurisdiction shall require authorization from this office prior to accomplishing the work.
4. Any deviation in construction methodology or project design from that shown on the above noted drawings must be approved by this office, in writing, prior to performance of the work. All modifications to the above noted project plans shall be approved, in writing, by this office. No work shall be performed prior to written approval of this office.
5. This office shall be notified prior to the commencement of authorized work by completing and signing the enclosed *Notification/Certification of Work Commencement Form* (Enclosure 3). This office shall also be notified within 10 days of the completion of the authorized work by completing and signing the enclosed *Notification/Certification of Work Completion/Compliance Form* (Enclosure 4). All notifications required by this condition shall be in writing. They may be transmitted by facsimile (to 215-656-6724) to meet the required deadlines, provided a hard copy is transmitted immediately afterward to this office by registered mail. Oral notifications are not acceptable.
6. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of any structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
7. Representatives of the U.S. Army Corps of Engineers shall be permitted to inspect the project during its phase of construction, and to collect any samples, or to conduct any tests deemed necessary.
8. The permittee is responsible for ensuring that the contractor and/or workers executing the activity(s) authorized by this permit have knowledge of the terms and conditions of the authorization and that a copy of the permit document is at the project site throughout the period the work is underway.

- 4 -

9. This permit authorizes a single dredging event at each authorized location. No future maintenance dredging is authorized by this permit.
10. No dredging shall be performed to a depth greater than that of the connecting adjacent waterway and no deeper than the pre-existing (pre-storm) depth. No over-dredging is authorized.
11. Silt curtains shall be used around all areas to be dredged and shall be weighted on the bottom.
12. In order to prevent slumping of adjacent wetlands into the waterway, dredging shall not occur within 25 feet of any wetland, with a 3:1 slope (horizontal:vertical) from this buffer.
13. In order to protect the Essential Fish Habitat of winter flounder, dredging is prohibited during the period January 1 through May 31, inclusive.
14. The permittee shall comply with the conditions and protocols as described in the attached 5-page document entitled "NJDEP Wet Debris and Sand Removal Section 106 No Adverse Effect Condition Requirements," and any future revisions to the document by FEMA and the Corps of Engineers in consultation with the SHPO.
15. No later than March 31, 2014, the permittee shall provide the following to this office:
 - a) a location map identifying areas where sediment was dredged;
 - b) the volume of sediment dredged from each identified area;
 - c) a description of the material dredged (i.e. grain size); and
 - d) the location of all stockpile and disposal sites.

FURTHER INFORMATION:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- Section 404 of the Clean Water Act (33 U.S.C. 1344).
- Section 103 of the Marine Protection, Research and Sanctuaries Act.

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.

- 5 -

d. This permit does not authorize interference with any existing or proposed Federal projects.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

~~b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).~~

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

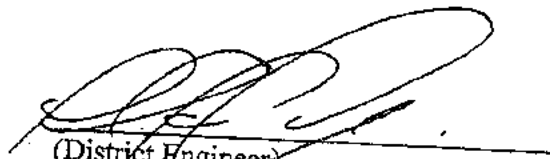
- 6 -

6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


(PERMITTEE) 7/23/13
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.


(District Engineer) 7/23/13
(DATE)
Frank J. Cianfrani, Chief, Regulatory Branch

for: John C. Becking, P.E.
Lieutenant Colonel, US Army
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEE) (DATE)



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY

P.O. Box 420
MAIL CODE #401-04P

TRENTON, NEW JERSEY 08625
(609) 633-6801

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

July 19, 2013

Mr. Reid Loper
CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

RE: Emergency Dredging Permit – Zone 5, Marinas, DOT Channels, Sand Overwash Areas
Superstorm Sandy: Waterway Debris Removal Contract

Dear Mr. Loper:

The Office of Dredging and Sediment Technology (ODST) has reviewed your July 15, 2013 request for an emergency permit to allow for the dredging of approximately 83,157 of sand overwash areas within Barnegat Bay and sediment from within one Sandy impacted DOT channel. Sediment removal is also proposed within two marinas located in the sand overwash areas. This work is being performed on behalf of the State of New Jersey pursuant to State Contract AG-030.

Dredge Plan

The Zone 5 dredging plan consists of the sediment removal via mechanical equipment at the following locations:

- Three sand overwash areas (Zone 5, Areas 5-7) located within Barnegat Bay on the western shoreline of the Borough of Seaside Heights, Lavallette, Ortley, Chadwick and Normandy Beach. Two marinas – Dockside Marina and Cranberry Inlet Marina will be dredged as they are located within the sand overwash areas. This volume equates to approximately 41,382 cy. The depth of dredging in the sand overwash areas will be to pre-storm elevations or a maximum depth of between - 4 feet below MLW (natural waterway) and - 6 feet below MLW (man-made lagoon). Dredge depths will be approved by the NJDEP.
- The dredging of approximately 41,775 cy of material from within one DOT Channel, Lavallette Beach Channel from within the identified shoal areas as provided by DOT. The depth of dredging within the DOT channel will be approved by the NJDEP.

Dredge Material Management Plan

Any material that is determined to be greater than 90% sand will be off-loaded at an upland location immediately north of the Route 37 Bridge in Seaside Heights. At this location, the sand will be sorted, screened and then truck transported to an existing sand stockpile area located at Hering Avenue in Seaside Heights as requested by the municipality. Sand material may also be truck transported and stockpiled at identified upland locations at the Cattus Island Park and/or Berkeley Island County Park for subsequent use in shoreline restoration projects under the oversight of Ocean County upon receipt of all necessary federal, state and local approvals.

Any material this is determined to be less than 90% sand will be off-loaded at the above referenced site along Route 35 and will be transported to 1) Ocean County Landfill 2) Cattus Island Park/Berkeley Island County Park or 3)

Recycling of Central New Jersey for beneficial use of the material at these locations. The NJDEP will approve material to be transported to these sites based on review of the chemical testing of the material and review of institutional and engineering controls at the site. The volume to be placed at the Ocean County Parks will be determined in coordination with the NJDEP and Ocean County.

N.J.A.C. 7:7-1.7 authorizes the issuance of an emergency permit if it is determined that there is an imminent threat to lives or property if the regulated activity is not immediately commenced. The NJDEP has determined that the sediment located in Barnegat Bay present a significant hazard to navigation to recreational boaters and must be removed in an expedited manner.

Therefore, pursuant to N.J.A.C. 7:7-1.7(a), this letter serves as emergency permit to perform work as approved described in the previously submitted workplans as approved by the NJDEP, and as presented above. This emergency permit authorization is expressly contingent upon and compliance with the following conditions:

1. Prior to the initiation of dredging as authorized by this permit, CrowderGulf shall submit the sediment sample results for Zone 5, Area 5-7 and for the Lavallette Beach Channel within Barnegat Bay as required by the sediment sampling plans approved by the NJDEP, Office of Dredging and Sediment Technology.
2. Prior to the initiation of dredging as authorized by this permit, CrowderGulf shall submit revised plans for Zone 5, Areas 5-7 which depict the dredge area to restore navigation to pre-storm depths or to a maximum depth of between - 4 feet below MLW (natural waterway) and - 6 feet below MLW (man-made lagoon). The NJDEP must approve the dredge plan prior to the initiation of work.
3. No dredging activities may commence within the Lavallette Beach Channel until a Notice to Proceed is issued by the State Project Manager.
4. No work shall commence under this emergency permit until a Department of Army Permit is received for the dredging activities in Zone 5.
5. A copy of this emergency permit and the Department of Army Individual Permit shall be kept on any dredge equipment or work area during the entire duration of the construction work authorized by the permits.
6. A pre-construction meeting shall be held prior to initiation of any construction activities authorized by this emergency permit. Crowder Gulf and any subcontractors hired to perform the work authorized by this permit shall be present during the pre-construction meeting. During the pre-construction meeting, the means and methods of the proposed work will be discussed to ensure compliance with the applicable permits.
7. Silt curtains shall be deployed around the dredge areas. The curtains shall be weighted to the bottom and shall be maintained during the entire dredging operation.
8. This emergency permit does not authorize hydraulic dredging. If CrowderGulf proposes to utilize this type of dredging method, it shall obtain written authorization from the NJDEP.
9. Mechanical dredging is prohibited during January 1st through May 31st in order to protect the early life stages of winter flounder. For calendar year 2013, this timing restriction does not apply to the work authorized under this emergency permit.
10. Any material that is determined to be greater than 90% sand shall be screened, sorted, and stockpiled at the following authorized locations:
 - Hering Avenue Sand Stockpile Site located in Seaside Heights
 - Upland locations at the Cattus Island Park and/or Berkeley Island County Park (mapping attached). Prior to the transport of any sand to the Ocean County Park, Crowder Gulf shall submit a stockpile plan showing the proposed soil and sediment control measures to be implemented at the park sites. The estimated volume to be placed at these two park sites is 26,000 cy.

Prior to the placement of any sand at an alternate location, CrowderGulf shall obtain written approval from the NJDEP.

11. Any material that is determined to be less than 90% sand shall be off-loaded into temporary dredge material dewatering facilities consisting of bale bales and silt fencing. Once dried, the material shall be loaded into trucks for transport to:
 - Ocean County Landfill for use as daily cover material. CrowderGulf shall perform any additional analytical testing of the material as required by the landfill for beneficial use of the material as daily cover material.
 - Upland locations at the Cactus Island Park and/or Berkeley Island County Park (mapping attached). Prior to the transport of any dredged material to the Ocean County Park, Crowder Gulf shall submit a stockpile plan showing the proposed soil and sediment control measures to be implemented at the park sites. The estimated volume to be placed at these two park sites is 26,000 cy.
 - Recycling of Central New Jersey located in Jackson, NJ for use in their facility operations

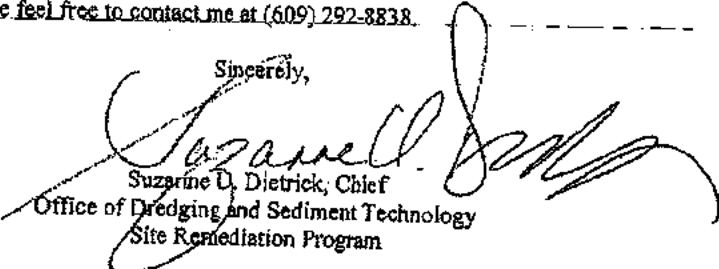
Prior to the placement of any sand at an alternate location, CrowderGulf shall obtain written approval from the NJDEP.

12. Unless expressly directed in writing by the NJDEP, State Project Manager or as expressly authorized by a state or federal permit, dredging is not authorized in Zone 5 in any area designated as "ENSP" and "NHR" as previously shown in mapping provided in the GIS database. This emergency permit does not modify any of the restricted ENSP and NHR areas for Zone 5. Please refer to the April 24, 2013 Procedure for Requesting a Modification to State or Federal Threatened and Endangered Species Timing Restrictions/Buffers Established by State and Federal Regulations.
13. The dredging authorized by this permit shall not affect any historic properties or features listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places. The contractor shall comply with the "NJDEP Wet Debris and Sand Removal, Section 106 No Adverse Effect Condition Requirements approved on April 26, 2013.
14. This emergency permit expires on July 19, 2014.

The dredging of the identified shoals may be presumed to be consistent with the New Jersey Coastal Zone Management Program. A Water Quality Certificate is authorized.

If you have any questions please feel free to contact me at (609) 292-8838.

Sincerely,


Suzanne U. Dietrick, Chief
Office of Dredging and Sediment Technology
Site Remediation Program

- c: Frank Cianfrani, Philadelphia District Regulatory Branch (via e-mail)
Scott Douglas, NJDOT, OMR (via e-mail)
Chris Colletti, Dewberry (via e-mail)
Don Biggins, Dewberry (via e-mail)
Sam Rosania, Arcadis (via e-mail)
Jane Kozinski, Assistant Commissioner, Division of Solid and Hazardous Waste (via e-mail)
Gary Viola, FEMA (via e-mail)

U.S. Department of Homeland Security
Joint Field Office
FEMA-4086-DR-NJ
307 Middletown Lincroft Rd
Lincroft, NJ 07738



FEMA

April 25, 2013

RECEIVED

APR 26 2013

Mr. Daniel Saunders
Administrator and Deputy State Historic Preservation Officer
New Jersey Department of Environmental Protection
Historic Preservation Office
Mail-code 501-04B
P.O. Box 420
Trenton, NJ 08625-0404

HISTORIC PRESERVATION OFFICE

13-0939-1 JWIR
HPO - D2013-185

**Re: No Adverse Effect with Conditions and Unexpected Discoveries/Unanticipated Effects Protocol
Wet Debris and Sand Removal, State of New Jersey
New Jersey Department of Environmental Protection
NJ-4086**

Dear Mr. Saunders:

This letter serves as consultation pursuant to Section 106 of the National Historic Preservation Act for the project identified above. The purpose of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program is to provide funding to restore damaged facilities to their pre-disaster condition or to a condition sufficient to perform functions. Severe storms and extreme flooding associated with Hurricane Sandy struck the entire state of New Jersey during the incident period from October 27 through November 8, 2012. As a result, a Presidential Disaster, referenced as DR-4086-PA, was declared which made PA funding available to the State of New Jersey.

The Undertaking

The undertaking consists of wet debris and sand removal throughout the State of New Jersey as a result of Hurricane Sandy.

Area of Potential Effects

The Area of Potential Effects (APE) consists of areas within the surge zone produced by Hurricane Sandy. The undertaking will occur in waterways, wetlands, and on land. It is acknowledged that historic properties are present throughout the APE including eligible or listed National Register Historic Districts.

www.fema.gov

Known Historic and Archaeological Resources and the Result of Identification and Evaluation

Based upon discussion between FEMA, USACE, SHPO, and NJDEP, it was agreed that historic properties will be avoided and left in place to the greatest extent possible following the conditions in the attached **Section 106 No Adverse Effect Condition Requirements**. These requirements also outline an **Unexpected Discoveries or Unanticipated Effects Protocol**. NJDEP will ensure that its contractors adhere to these conditions via an established protocol that will be enforced by USACE as a special condition to the wet debris and sand removal permits. It is also acknowledged that certain activities such as staging, dewatering, sifting, and/or stockpiling of materials may occur within the boundaries of eligible or listed National Register Historic Districts, however activities will be temporary in nature.

Based upon the development of the **Section 106 No Adverse Effect Condition Requirements** and acknowledging that land based activities such as staging, dewatering, sifting, and/or stockpiling of materials will be temporary actions, FEMA has determined that there will be **No Adverse Effect with Conditions and Unexpected Discoveries/Unanticipated Effects Protocol** to historic properties within the APE. Should the applicant not be able to abide by these requirements, it will require further consultation with FEMA, SHPO, and USACE.

We respectfully request your concurrence with this finding. If you have any questions or require any additional information, please do not hesitate to contact Michael Audin, at either 732-804-9216 or michael.audin@fema.dhs.gov or Katherine Zeringue, at either 504-312-2885 or katherine.zeringue@fema.dhs.gov.

Sincerely,



Michael Audin
Historic Preservation Manager
FEMA-DR-4086

NJHPO CONCURRENCE

As proposed, I concur the project will not adversely affect historic properties. Pursuant to 36 CFR 800.5(c), if no consulting parties object to this finding within the 30 day review period, the project may proceed, as proposed, unless resources are discovered during project implementation, pursuant to 36 CFR 800.13.

 /Ken
Deputy State Historic Preservation Officer Date 4/26/2013
Daniel D. Saunders

RECEIVED

APR 26 2013

**NJDEP Wet Debris and Sand Removal
Section 106 No Adverse Effect Condition Requirements**

HISTORIC PRESERVATION OFFICE

FEMA, SHPO, USACE, and NJDEP agree that historic properties will be avoided and left in place to the greatest extent possible. Historic properties are defined as districts, sites (including archaeological sites), buildings, structures and objects that are eligible for listing or listed in the National Register of Historic Places. Following the conditions set forth below, effects to historic properties should be avoided.

General Protocols

- For Man-Made Debris Removal Activities in the Water:
 - A qualified underwater archaeologist(s) utilized to adhere to these conditions will meet the requirements set forth in this agreement
 - The qualified underwater archaeologist(s) will compare data related to the location(s) of known submerged historic properties against debris removal target locations identified by side-scan sonar data
 - The qualified underwater archaeologist(s) will utilize the side scan sonar to identify both known and unknown historic properties within the APE
 - If historic properties are identified, qualified archaeologists will establish, at a minimum a 150 foot radial buffer around the historic property. Based upon the qualified archaeologist(s) professional judgment, this buffer may be expanded or contracted due to various criteria such as the size of the historic property or its related debris field.

- For Sand Removal Activities in the Water:
 - A qualified underwater Archaeologist(s) utilized to adhere to these conditions will meet the requirements set forth in this agreement
 - The qualified underwater archaeologist(s) will compare data related to the location(s) of known submerged historic properties against sand removal target locations identified by NJDEP
 - If historic properties are identified, qualified archaeologists will establish, at a minimum a 150 foot radial buffer around the historic property. Based upon the qualified archaeologist(s) professional judgment, this buffer may be expanded due to various criteria such as the size of the historic property or its related debris field.
 - Should unknown historic properties be disturbed during the sand removal process, the Unexpected Discoveries or Unanticipated Effects Protocol will be followed.
 - Regarding Equipment, Staging, and Disposal of sand removal debris once it is placed on land: A qualified archaeologist will identify known historic properties within areas identified for staging, sifting, and/or stockpiling. Based upon professional judgment, the qualified archaeologist will: 1) work with the contractor to identify suitable locations that meet the conditions set forth in this agreement, and/or 2) establish a buffer zone around the historic property and enforce a no work zone.

- For Man-Made Debris Removal Activities in Wetlands:

- Debris removal activities in wetlands will be done by hand to the maximum extent possible.
 - If equipment is necessary to access or remove debris, all work will be staged on and all work will be performed on temporary ground cover that is appropriate to the size of the equipment (e.g. timber mats, plywood, geo-textile, etc.)
 - Any mechanized equipment operating in a wetland will not cause any significant rutting and/or displacement of surface material
 - A qualified archaeologist will identify known historic properties within the work area. Based upon professional judgment, the qualified archaeologist will either: 1) establish a buffer zone around the historic property and enforce a no work zone, 2) work with the contractor to establish a directional approach and debris removal method for a specific sensitive area to avoid disturbance of the historic property, or 3) determine if the removal methodology is such that the historic property will not be disturbed, and allow the contractor to proceed.
- For Man-Made Debris Removal Activities on Land:
 - When using heavy equipment, all work will be performed from hard or firm surfaces to the fullest extent possible, to avoid sinking into soft soils.
 - The Applicant will, to the fullest extent possible, ensure that its contractors minimize soil disturbance when operating heavy equipment on wet soils (6 inches or less).
 - *Surface Grading and Site Clean-Up:* The Applicant will ensure to the fullest extent possible that its contractors will limit site grading to within the first six (6) inches of the existing surface elevation.

Archaeological Qualifications

- References to a qualified archaeologist, for work within wetlands or on land, denote a SOI-qualified archaeologist(s) meeting the Secretary of the Interior's Professional Qualification Standards and Guidelines found at: <http://www.nps.gov/history/local-law/gis/html/quals.html>
- For any work performed in the water, one qualified underwater archaeologist meeting the conditions set forth below will be assigned for each NIDEP contractor.

 - FEMA, SHPO, USACE will have the opportunity to review the resumes of the qualified underwater archaeologists; FEMA and USACE will provide comments to SHPO who in turn will communicate to NJDEP that a candidate is considered qualified
 - Minimum qualifications for an Underwater Archaeologist are:
 - SOI-qualified in Archaeology per the Secretary of the Interior's Professional Qualification Standards and Guidelines found at: <http://www.nps.gov/history/local-law/gis/html/quals.html>
 - Demonstrated ability to carry research to completion, usually evidenced by timely completion of theses, research reports, or similar documents;
 - 7-10 years of experience in underwater archaeology comprised of:
 - At least 12 months of professional experience and/or specialized training in archaeological field, laboratory, administration, or management;

- At least four months of supervised field and analytic experience in general maritime archaeology;
 - At least one year of full-time professional experience at a supervisory level in the study of maritime resources;
 - Current or previous diving certification from one of the recognized national agencies
 - Must have knowledge of the theory and method of archaeological research and knowledge of the theory and method of professional research diving in order to blend archaeological and research diving skills into a meaningful submerged cultural resource management program. Such knowledge is used to assist in planning, carrying out, and evaluating submerged cultural resources and assist in studies and assessing the value and quality of investigative results; and to evaluate the significance and proper management or interpretive treatment of submerged archaeological resources.
 - A professional knowledge of anthropological and archaeological theory, methods, and techniques is required so that the incumbent comprehends the reasons for implementing field and archaeological sampling techniques.
 - Knowledge of marine architecture and maritime history. Must be able to conduct library research on general and specific topics related to marine history, vessel history, general and economic history and archaeological method and past work.
 - Ability to use and interpret the results of a variety of diagnostic and test equipment such as voltmeters, ohmmeters, intermediate pressure gauges, etc. to solve in-field equipment problems.
 - Ability to plan, supervise/direct, and complete marine remote sensing archaeological projects within the scope and specifications provided by the project director or higher level archaeologist
 - Ability to gather and interpret accurate and precise remote sensing survey data from marine contexts via use of hardware such as side scan sonar, single or multibeam echo sounders, magnetometers, and bottom classification instruments.
-
- Non-SOI qualified archaeologist(s) may be utilized as necessary to fulfill all other archaeological requirements and conditions, except for the interpretation of the side scan sonar data, as long as they are directly supervised by an archaeologist who meets the SOI Professional Qualification Standards

Equipment, Staging, and Disposal – General Conditions

- Equipment will not enter established buffer zones except when transiting through the zone when no other reasonable means of continuing the undertaking is available
- Dragging, parking or anchoring of equipment and/or debris within and through buffer zones is prohibited
- Staging, dewatering, sifting, and/or stockpiling of materials will not occur within established buffer zones or on top of known historic properties

- Disposal and/or temporary staging of debris (man-made or sand) will be done in a USACE/NJDEP approved upland site or other permitted facility
- If staging, dewatering, sifting, and/or stockpiling of sand removal debris cannot occur within a previously permitted area, all of these activities will take place on hardened surfaces or on a geotextile barrier that demarcates the existing surface
- If these conditions cannot be met, further Section 106 consultation will be required

Reporting

- Final reporting on all debris and sand removal activities will adhere to the NJ SHPO Guidelines for Preparing Cultural Resources Management Archaeological Reports found at: <http://www.nj.gov/dep/hpo/identify/culreso.pdf>
- Site forms will be created and filed with the New Jersey State Museum, as well as submitted to the SHPO, for any new historic properties identified during the debris removal process.
- Copies of any reporting document will also be provided to FEMA for documentation to demonstrate adherence to the conditions required in this agreement.

Unexpected Discoveries or Unanticipated Effects Protocol

In the event of an unexpected discovery or unanticipated effect, an archaeologist(s), the Applicant, and/or the Applicant's representative will:

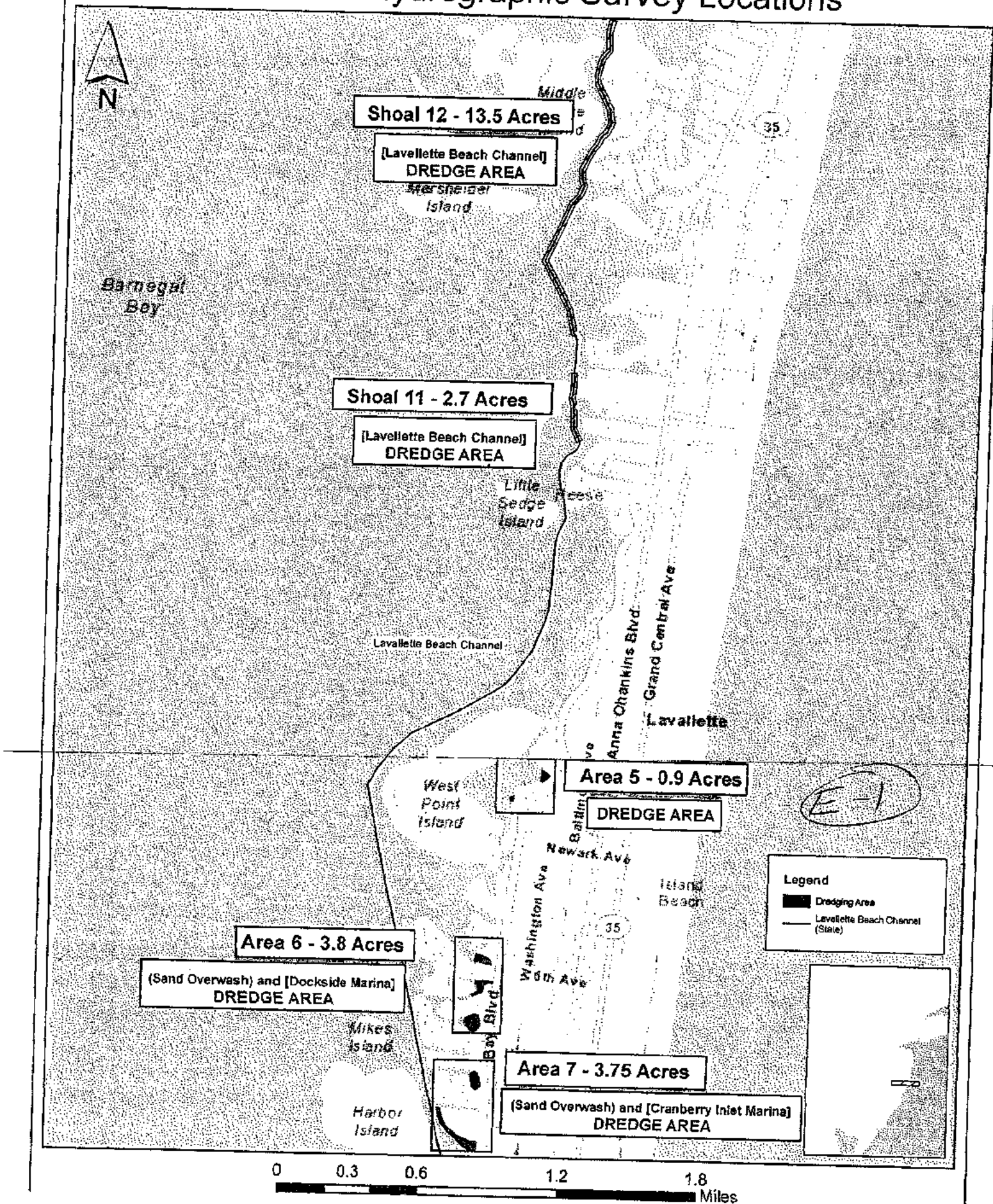
- Stop construction activities in the vicinity of the discovery or unanticipated effect;
- Take all reasonable measures to avoid or minimize harm to the historic property until documentation requirements are complete
- Document the historic property to include the following:
 - GPS coordinate in decimal/degrees
 - Photographs of the historic property
 - Written description of the historic property
 - Site forms created and filed with the New Jersey State Museum as well as submitted to the SHPO
- Instruct the contractor to gently place the resources back into the general location from which they were removed
- ~~The qualified archaeologist will establish a new buffer zone or amend an existing buffer zone around the historic property~~
- In the event that an unexpected discovery or unanticipated effect is determined after retrieval of debris and cannot be placed back in the general location from which it was removed, further consultation with FEMA, SHPO, and USACE will be required
- If human remains are discovered:
 - Immediately stop work in the vicinity of the discovery
 - Immediately notify the local law enforcement office, county coroner/medical examiner and county OEM representative in accordance with applicable New Jersey SHPO and state guidelines and await further guidance.
 - Immediately notify SHPO, the New Jersey State Museum, and FEMA.
 - Ensure that the Contractor does not proceed with work in the area(s) of concern until FEMA has completed consultation with SHPO, the New Jersey State Museum, USACE, and other consulting parties, as appropriate.

- o Ensure that all applicable State and local laws are adhered to, and permission from all appropriate parties is obtained to remove remains. The Applicant must also determine appropriate legal measures under the New Jersey Cemetery law (N.J.S.A. 45:27-23.c).

Disturbance or Removal of Historic Properties

If it is determined that a historic property must be removed or may be affected by a project activity, FEMA will require further consultation with the NJ SHPO, USACE, and other consulting parties as appropriate, to complete the Section 106 review for that specific historic property. It will be determined if any identification and evaluation efforts will be required to inform the consultation process. The applicant will not proceed with removal or disturbance of the historic property until this consultation process is completed. If these activities are completed prior to the completion of consultation, the applicant may jeopardize federal funding.

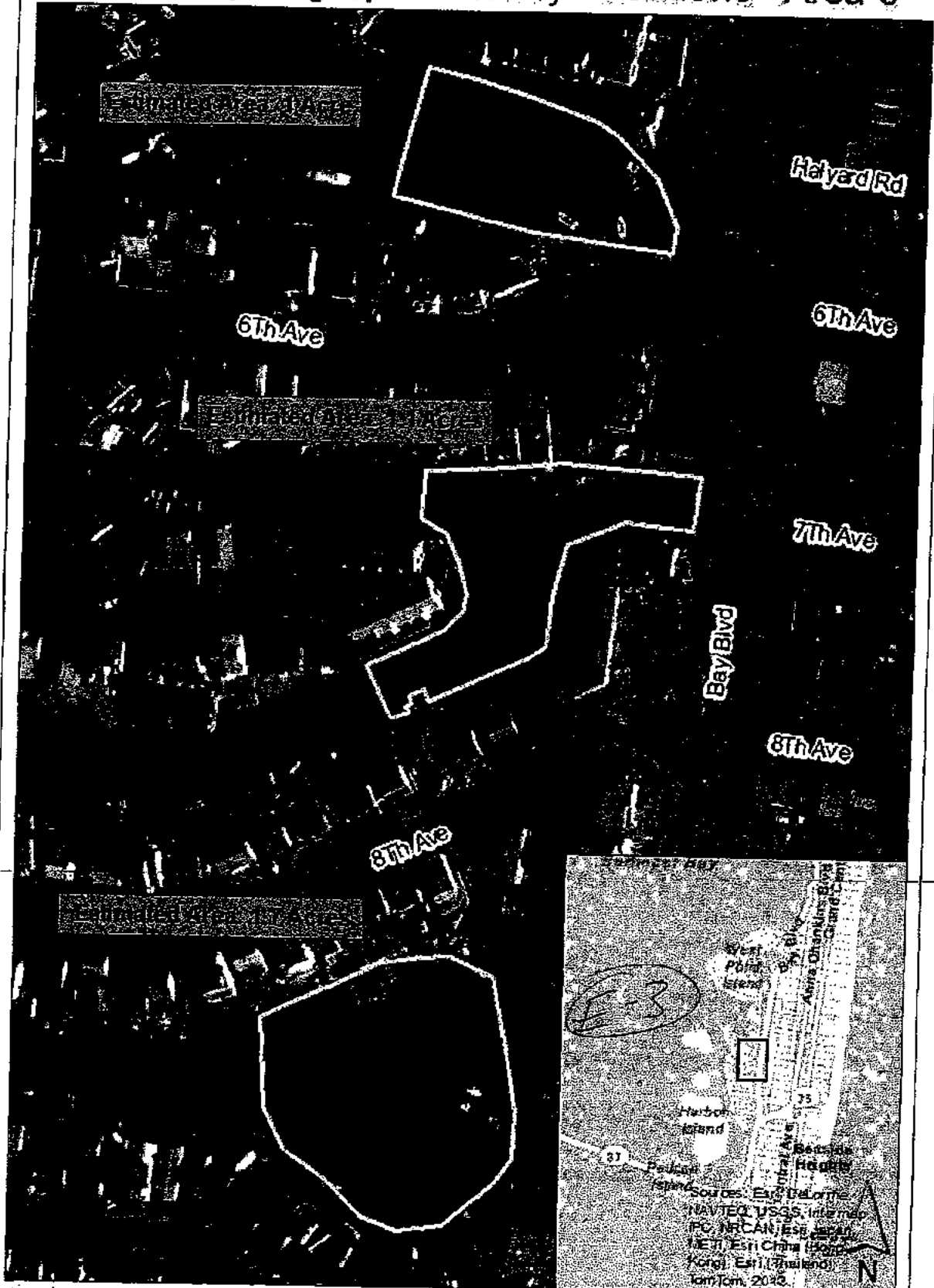
Zone 5 Hydrographic Survey Locations



Zone 5 Hydrographic Survey Locations - Area 5



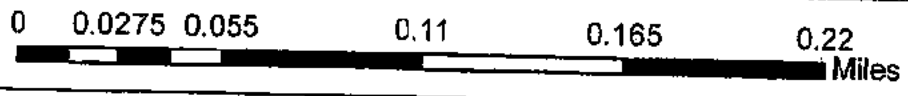
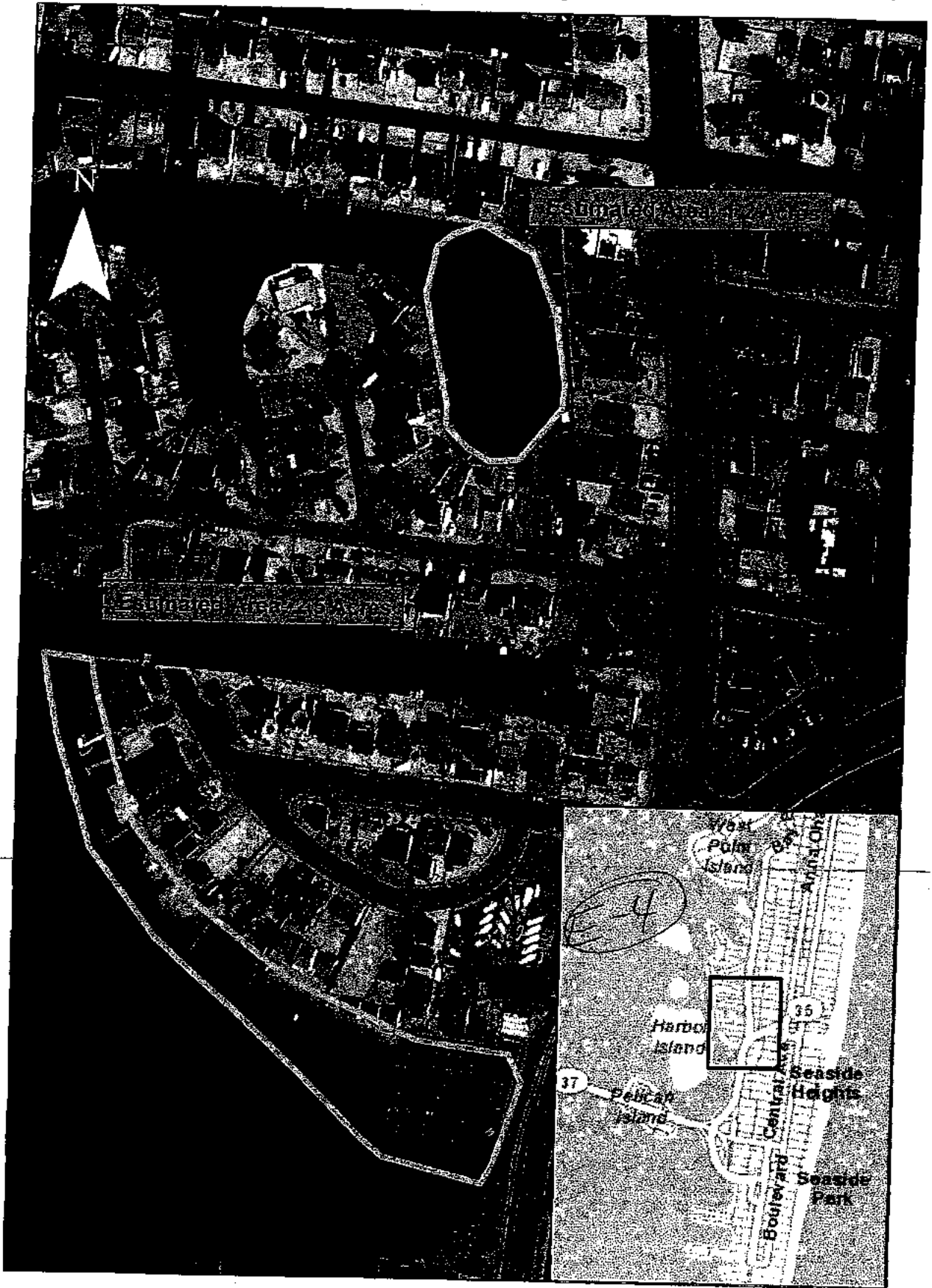
Zone 5 Hydrographic Survey Locations - Area 6

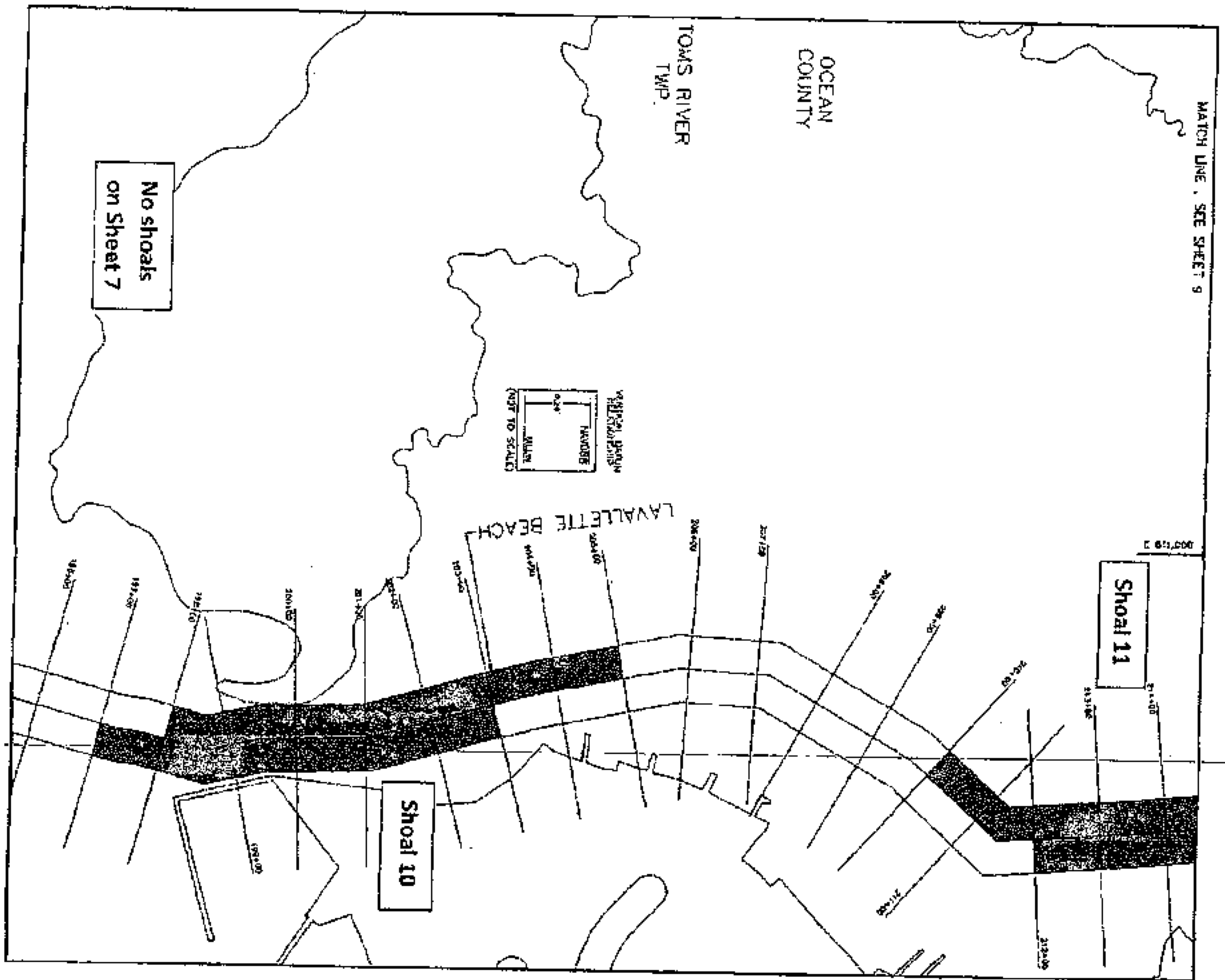


The imagery shown is the NOAA Post Sandy Imagery

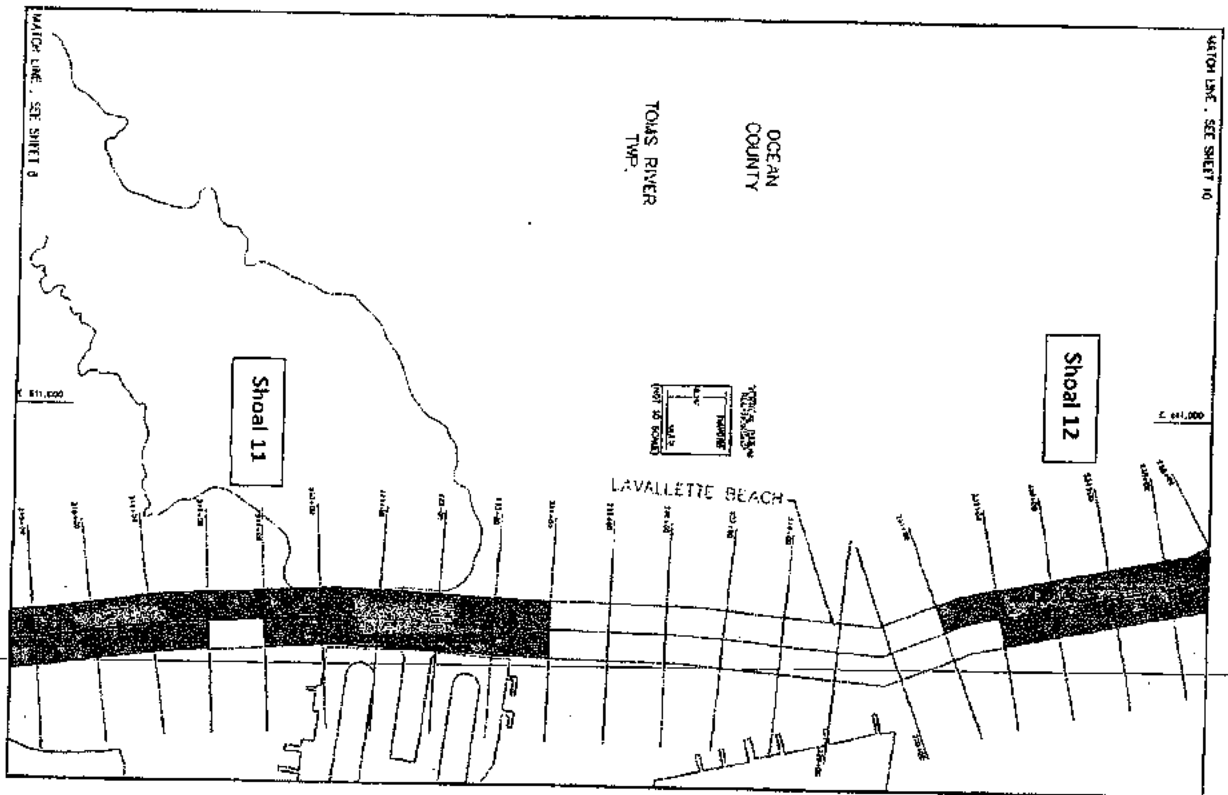
0 112.5 225 450 Feet

Zone 5 Hydrographic Survey Locations - Area 7

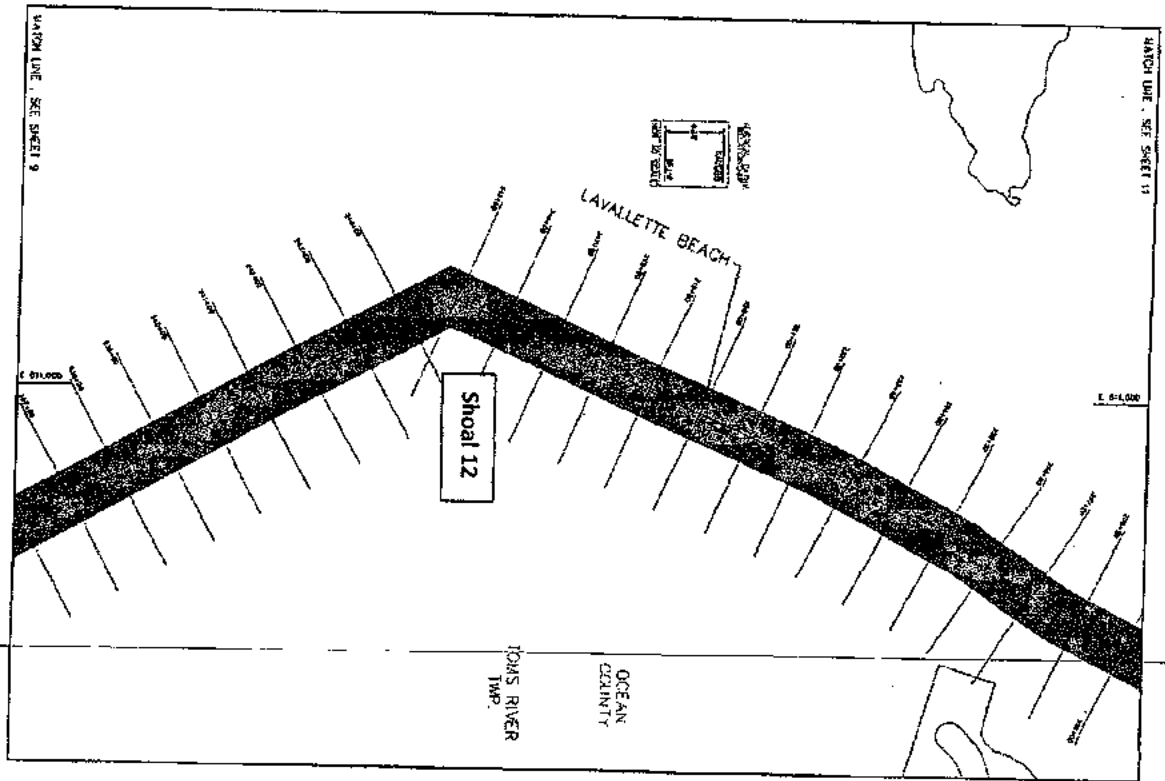




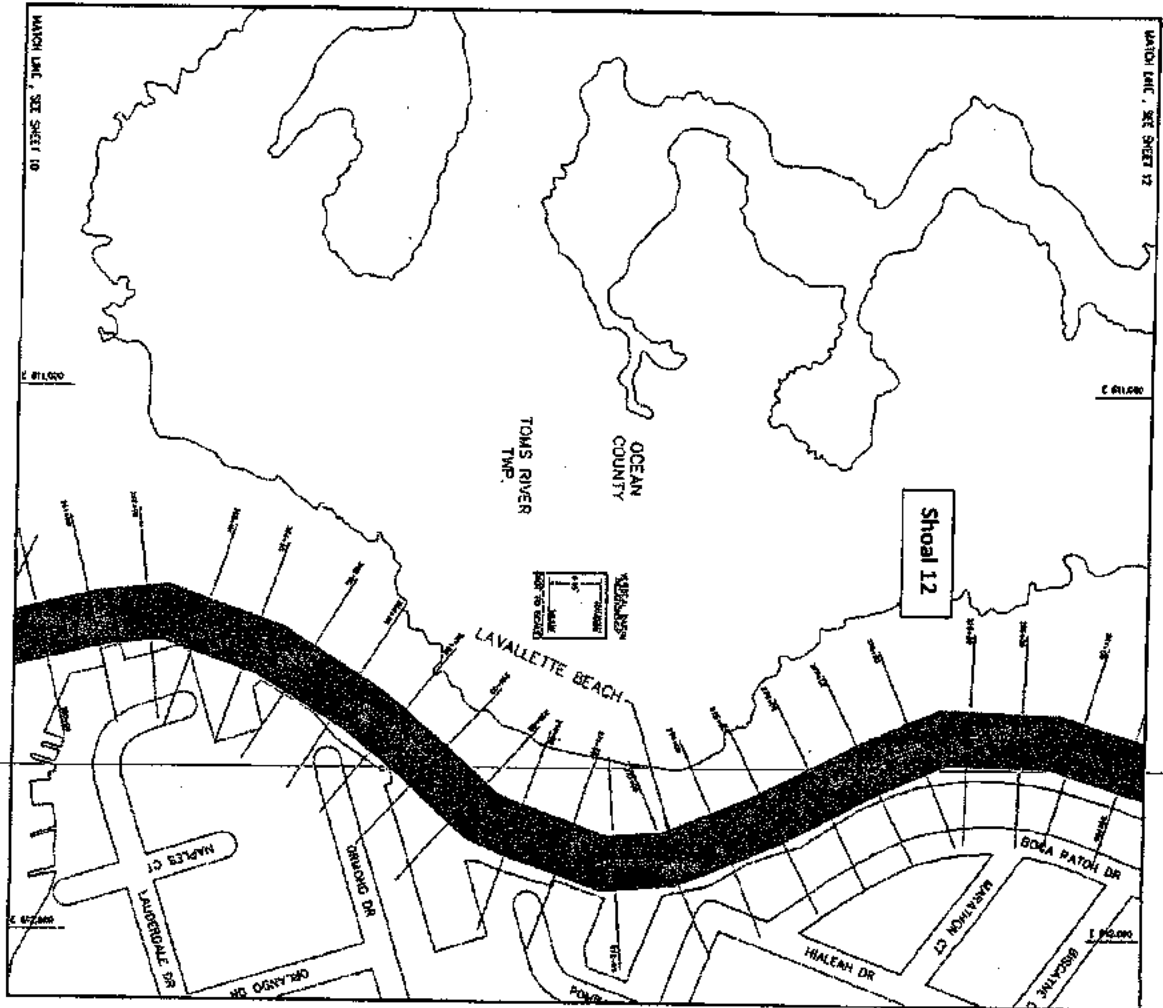
E-5



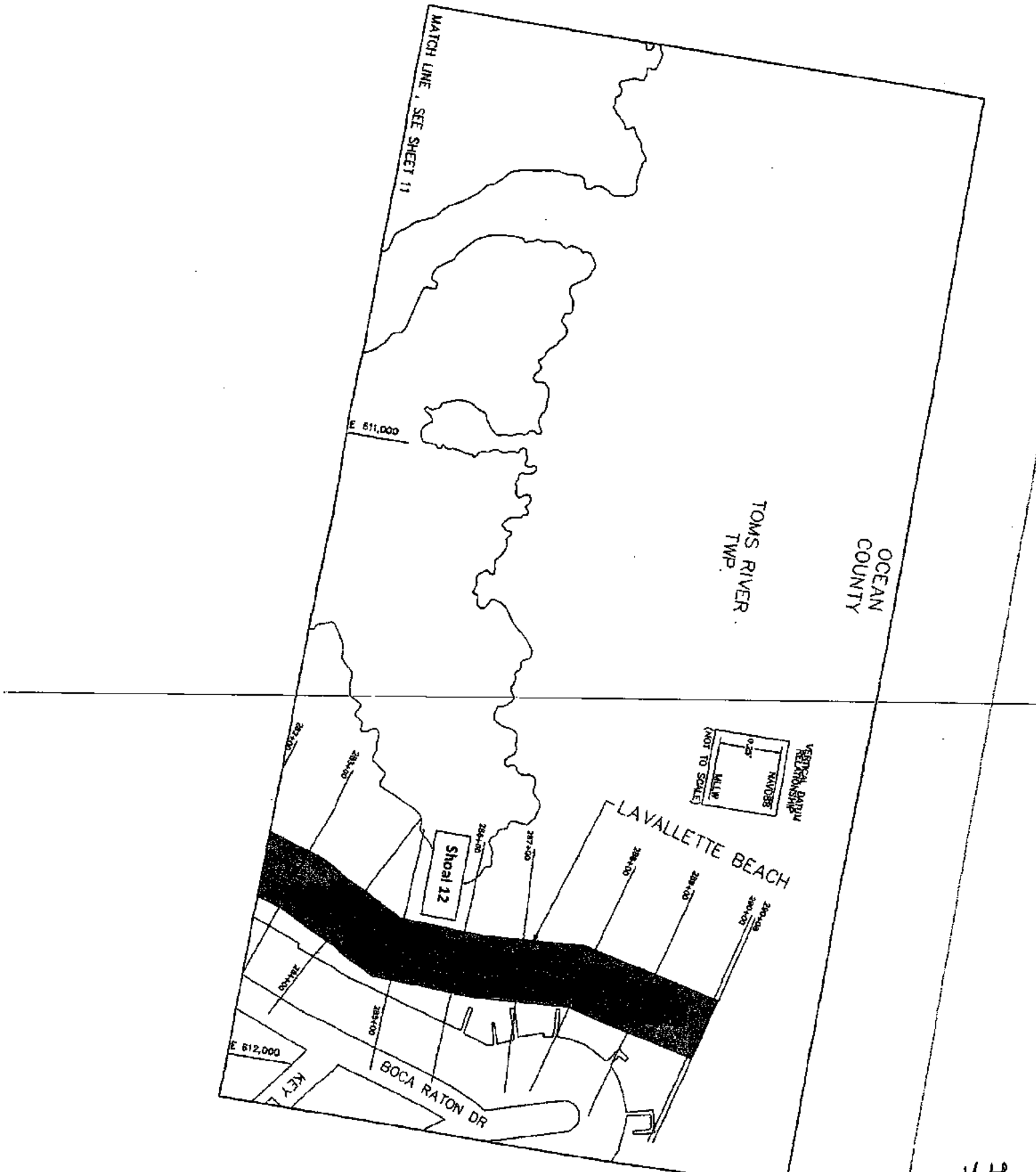
E-6



E-7



E-8



Google Maps

Google

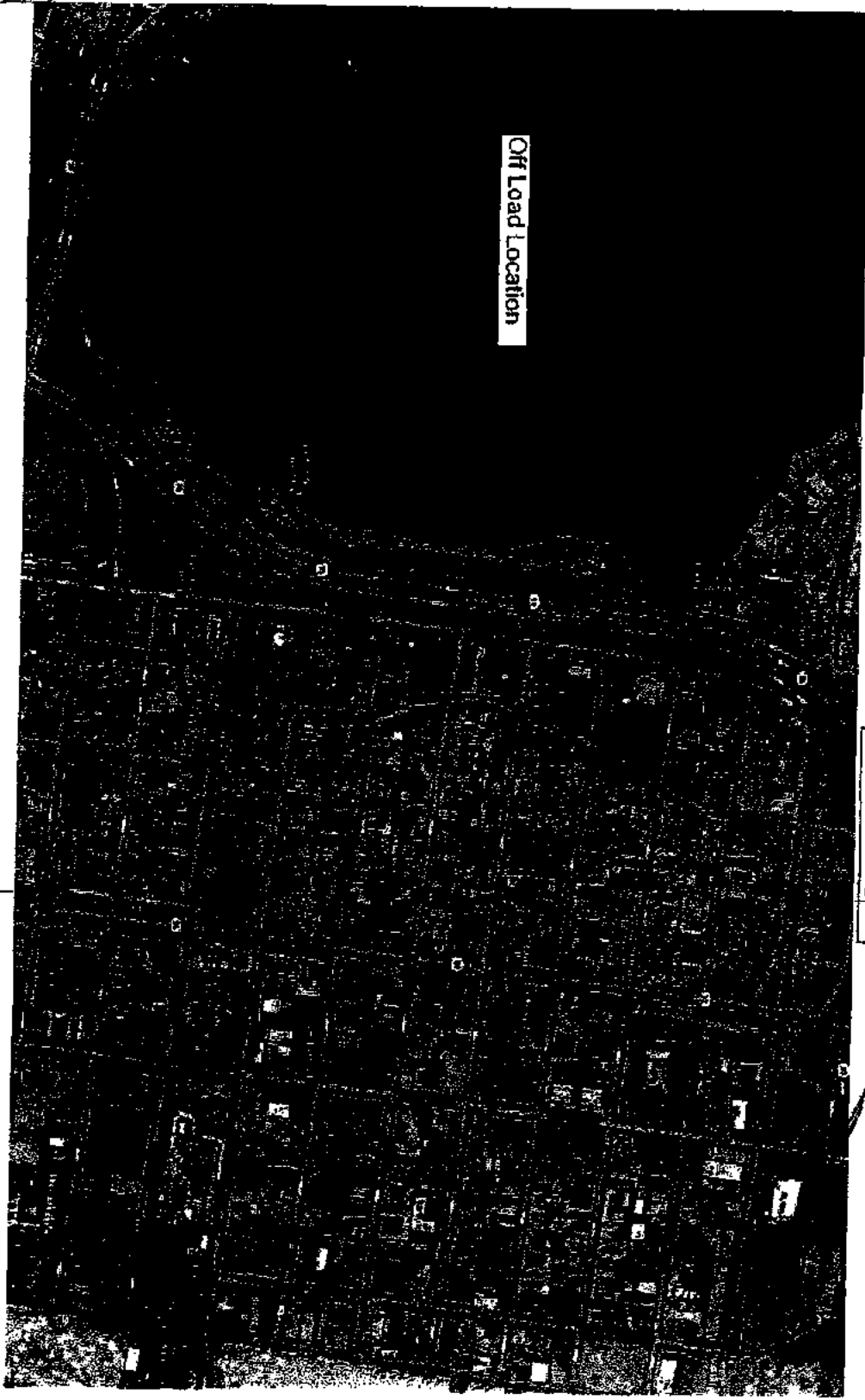
E-10

Off Load Location

Sand Screening and Stock Pile Location (40 Hering Ave. - Final location of sand)

To see all the details you set visible on the screen, use the 'Full' button on the map.

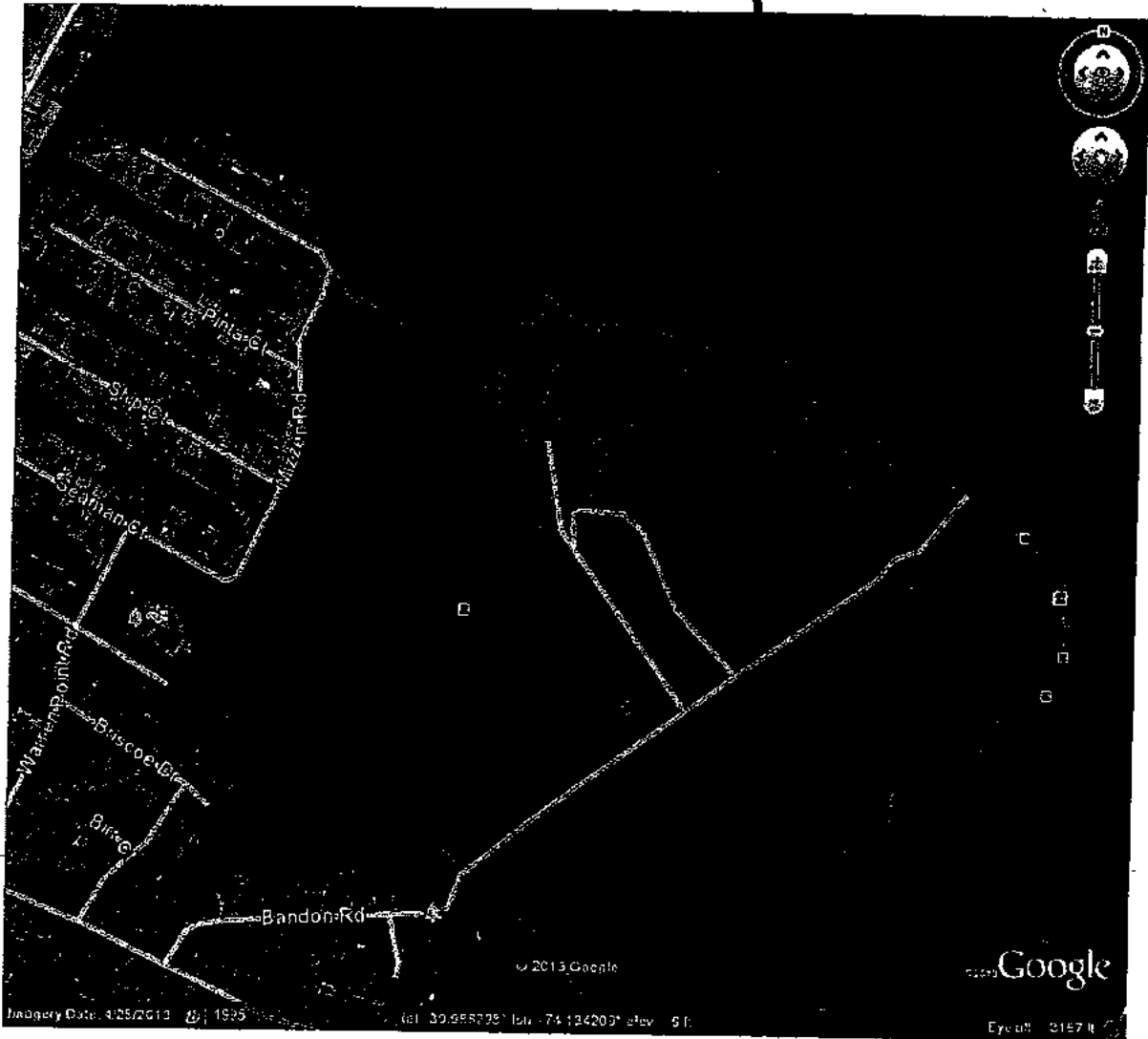
https://maps.google.com



1 of 1

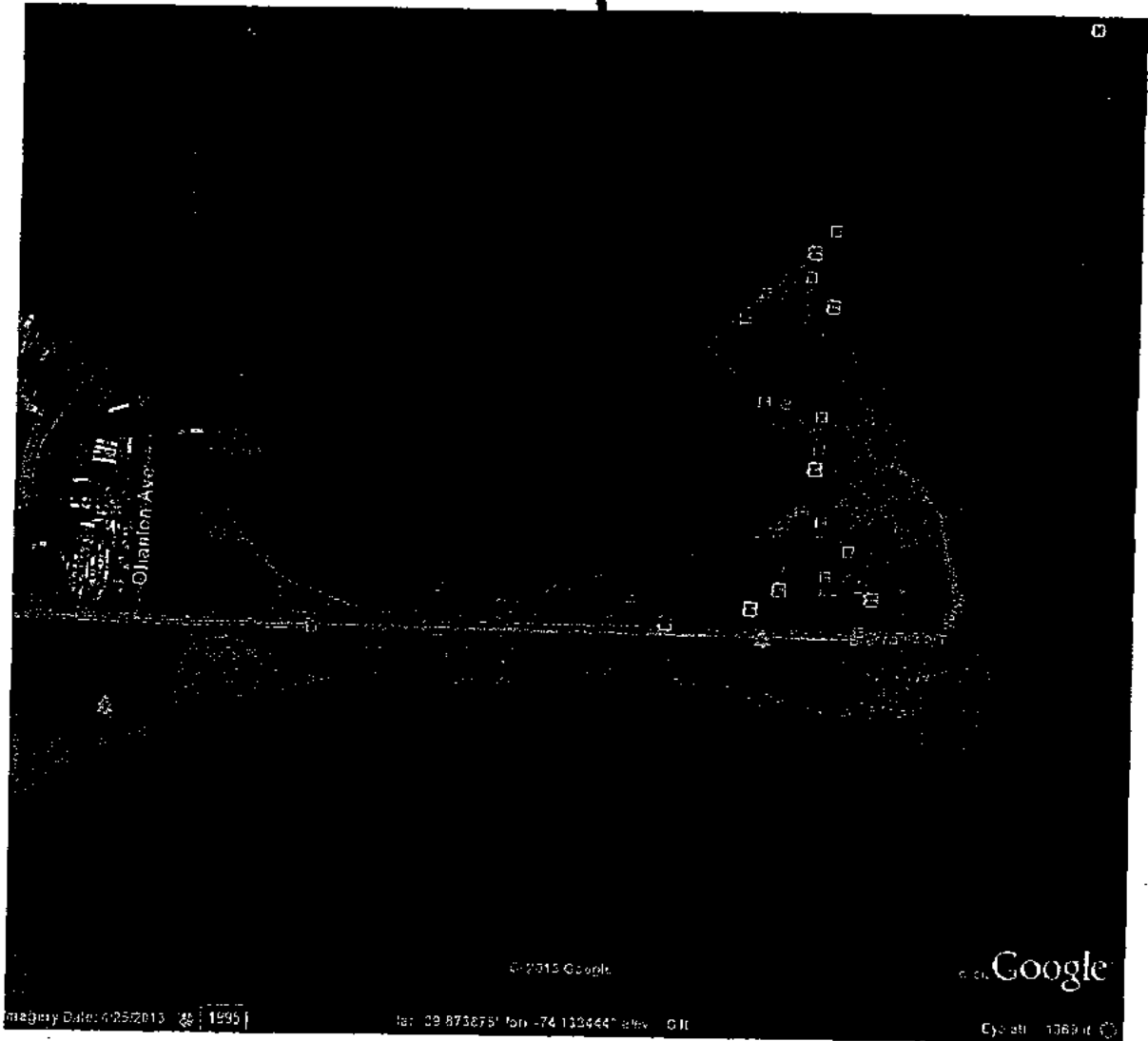
02/07/2013 11:59 AM

Cattus Island Park
Stockpile Site



E-11

Berkeley Island Park
Stockpile Site



E-12



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF DREDGING AND SEDIMENT TECHNOLOGY
P.O. BOX 420
MAIL CODE #401-04P
TRENTON, NEW JERSEY 08625
(609) 633-6801

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

July 19, 2013

Mr. Reid Loper
CrowderGulf, LLC
5435 Business Parkway
Theodore, AL 36582

RE: **Emergency Dredging Permit – Zone 5, Marinas, DOT Channels, Sand Overwash Areas**
Superstorm Sandy: Waterway Debris Removal Contract

Dear Mr. Loper:

The Office of Dredging and Sediment Technology (ODST) has reviewed your July 15, 2013 request for an emergency permit to allow for the dredging of approximately 83,157 of sand overwash areas within Barnegat Bay and sediment from within one Sandy impacted DOT channel. Sediment removal is also proposed within two marinas located in the sand overwash areas. This work is being performed on behalf of the State of New Jersey pursuant to State Contract AG-080.

Dredge Plan

The Zone 5 dredging plan consists of the sediment removal via mechanical equipment at the following locations:

- Three sand overwash areas (Zone 5, Areas 5-7) located within Barnegat Bay on the western shoreline of the Borough of Seaside Heights, Lavallette, Ortley, Chadwick and Normandy Beach. Two marinas – Docksider Marina and Cranberry Inlet Marina will be dredged as they are located within the sand overwash areas. This volume equates to approximately 41,382 cy. The depth of dredging in the sand overwash areas will be to pre-storm elevations or a maximum depth of between – 4 feet below MLW (natural waterway) and – 6 feet below MLW (man-made lagoon). Dredge depths will be approved by the NJDEP.
- The dredging of approximately 41, 775 cy of material from within one DOT Channel, Lavallette Beach Channel from within the identified shoal areas as provided by DOT. The depth of dredging within the DOT channel will be approved by the NJDEP.

Dredge Material Management Plan

Any material that is determined to be greater than 90% sand will be off-loaded at an upland location immediately north of the Route 37 Bridge in Seaside Heights. At this location, the sand will be sorted, screened and then truck transported to an existing sand stockpile area located at Hiering Avenue in Seaside Heights as requested by the municipality. Sand material may also be truck transported and stockpiled at identified upland locations at the Cattus Island Park and/or Berkeley Island County Park for subsequent use in shoreline restoration projects under the oversight of Ocean County upon receipt of all necessary federal, state and local approvals.

Any material this is determined to be less than 90% sand will be off-loaded at the above referenced site along Route 35 and will be transported to 1) Ocean County Landfill 2) Cattus Island Park/Berkeley Island County Park or 3)

Recycling of Central New Jersey for beneficial use of the material at these locations. The NJDEP will approve material to be transported to these sites based on review of the chemical testing of the material and review of institutional and engineering controls at the site. The volume to be placed at the Ocean County Parks will be determined in coordination with the NJDEP and Ocean County.

N.J.A.C. 7:7-1.7 authorizes the issuance of an emergency permit if it is determined that there is an imminent threat to lives or property if the regulated activity is not immediately commenced. The NJDEP has determined that the sediment located in Barnegat Bay present a significant hazard to navigation to recreational boaters and must be removed in an expedited manner.

Therefore, pursuant to N.J.A.C. 7:7-1.7(a), this letter serves as emergency permit to perform work as approved described in the previously submitted workplans as approved by the NJDEP, and as presented above. This emergency permit authorization is expressly contingent upon and compliance with the following conditions:

1. Prior to the initiation of dredging as authorized by this permit, CrowderGulf shall submit the sediment sample results for Zone 5, Area 5-7 and for the Lavallette Beach Channel within Barnegat Bay as required by the sediment sampling plans approved by the NJDEP, Office of Dredging and Sediment Technology.
2. Prior to the initiation of dredging as authorized by this permit, CrowderGulf shall submit revised plans for Zone 5, Areas 5-7 which depict the dredge area to restore navigation to pre-storm depths or to a maximum depth of between - 4 feet below MLW (natural waterway) and - 6 feet below MLW (man-made lagoon). The NJDEP must approve the dredge plan prior to the initiation of work.
3. No dredging activities may commence within the Lavallette Beach Channel until a Notice to Proceed is issued by the State Project Manager.
4. No work shall commence under this emergency permit until a Department of Army Permit is received for the dredging activities in Zone 5.
5. A copy of this emergency permit and the Department of Army Individual Permit shall be kept on any dredge equipment or work area during the entire duration of the construction work authorized by the permits.
6. A pre-construction meeting shall be held prior to initiation of any construction activities authorized by this emergency permit. Crowder Gulf and any subcontractors hired to perform the work authorized by this permit shall be present during the pre-construction meeting. During the pre-construction meeting, the means and methods of the proposed work will be discussed to ensure compliance with the applicable permits.
7. Silt curtains shall be deployed around the dredge areas. The curtains shall be weighted to the bottom and shall be maintained during the entire dredging operation.
8. This emergency permit does not authorize hydraulic dredging. If CrowderGulf proposes to utilize this type of dredging method, it shall obtain written authorization from the NJDEP.
9. Mechanical dredging is prohibited during January 1st through May 31st in order to protect the early life stages of winter flounder. For calendar year 2013, this timing restriction does not apply to the work authorized under this emergency permit.
10. Any material that is determined to be greater than 90% sand shall be screened, sorted, and stockpiled at the following authorized locations:
 - Hering Avenue Sand Stockpile Site located in Seaside Heights
 - Upland locations at the Cattus Island Park and/or Berkeley Island County Park (mapping attached). Prior to the transport of any sand to the Ocean County Park, Crowder Gulf shall submit a stockpile plan showing the proposed soil and sediment control measures to be implemented at the park sites. The estimated volume to be placed at these two park sites is 26,000 cy.

Prior to the placement of any sand at an alternate location, CrowderGulf shall obtain written approval from the NJDEP.

11. Any material that is determined to be less than 90% sand shall be off-loaded into temporary dredge material dewatering facilities consisting of bale bales and silt fencing. Once dried, the material shall be loaded into trucks for transport to:
 - Ocean County Landfill for use as daily cover material. CrowderGulf shall perform any additional analytical testing of the material as required by the landfill for beneficial use of the material as daily cover material.
 - Upland locations at the Cactus Island Park and/or Berkeley Island County Park (mapping attached). Prior to the transport of any dredged material to the Ocean County Park, Crowder Gulf shall submit a stockpile plan showing the proposed soil and sediment control measures to be implemented at the park sites. The estimated volume to be placed at these two park sites is 26,000 cy.
 - Recycling of Central New Jersey located in Jackson, NJ for use in their facility operations

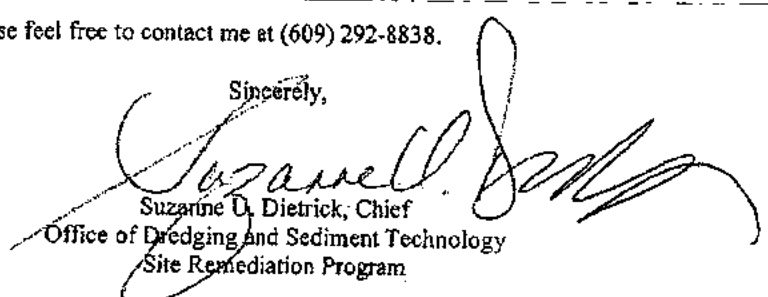
Prior to the placement of any sand at an alternate location, CrowderGulf shall obtain written approval from the NJDEP.

12. Unless expressly directed in writing by the NJDEP, State Project Manager or as expressly authorized by a state or federal permit, dredging is not authorized in Zone 5 in any area designated as "ENSP" and "NHR" as previously shown in mapping provided in the GIS database. This emergency permit does not modify any of the restricted ENSP and NHR areas for Zone 5. Please refer to the April 24, 2013 Procedure for Requesting a Modification to State or Federal Threatened and Endangered Species Timing Restrictions/Buffers Established by State and Federal Regulations.
13. The dredging authorized by this permit shall not affect any historic properties or features listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places. The contractor shall comply with the "NJDEP Wet Debris and Sand Removal, Section 106 No Adverse Effect Condition Requirements approved on April 26, 2013.
14. This emergency permit expires on July 19, 2014.

The dredging of the identified shoals may be presumed to be consistent with the New Jersey Coastal Zone Management Program. A Water Quality Certificate is authorized.


If you have any questions please feel free to contact me at (609) 292-8838.

Sincerely,


Suzanne U. Dietrick, Chief
Office of Dredging and Sediment Technology
Site Remediation Program

- c: Frank Cianfrani, Philadelphia District Regulatory Branch (via e-mail)
Scott Douglas, NJDOT, OMR (via e-mail)
Chris Colletti, Dewberry (via e-mail)
Don Biggins, Dewberry (via e-mail)
Sam Rosania, Arcadis (via e-mail)
Jane Kozinski, Assistant Commissioner, Division of Solid and Hazardous Waste (via e-mail)
Gary Viola, FEMA (via e-mail)

No. 398 REVISED

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 3/1/2013			
PRODUCER Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope, AL 36532-1910		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
COMPANIES AFFORDING COVERAGE					
INSURED 010626019 00 CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675		COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNERS' & CONTRACTORS PROT	XSQL-073375	9/1/2011	9/1/2014	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Unlimited \$3,000,000.00
					PERSONAL & ADV INJURY \$1,000,000.00 EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$50,000.00 MED EXP (Any one person) \$5,000.00 COMBINED SINGLE LIMIT \$1,000,000.00
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-074072	9/1/2011	9/1/2014	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
					AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT
A	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AGGREGATE EACH OCCURRENCE \$4,000,000.00 AGGREGATE \$4,000,000.00
					<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM
A	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE:	XSWC-070696	9/1/2011	9/1/2014	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.					
Re: Disaster Debris Removal and Management Services					
CERTIFICATE HOLDER			CANCELLATION		
State of New Jersey, Division of Purchase and Property, Department of the Treasury, Proposal Receiving Room - 9th Floor Attn: Jonathan Wallace 33 West State Street, P. O. Box 230 Trenton, NJ 08625-0230			In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
			AUTHORIZED REPRESENTATIVE		
					
GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY		

CERTIFICATE OF INSURANCE

Page 2

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension


D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

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INSURED CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675		COMPANIES AFFORDING COVERAGE			
		COMPANY A THE GRAY INSURANCE COMPANY			
		COMPANY B			
		COMPANY C			
COMPANY D					
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-073375	9/1/2011	9/1/2014	GENERAL AGGREGATE Unlimited
					PRODUCTS - COMP/OP AGG \$3,000,000.00
					PERSONAL & ADV INJURY \$1,000,000.00
					EACH OCCURRENCE \$1,000,000.00
					FIRE DAMAGE (Any one fire) \$50,000.00
					MED EXP (Any one person) \$5,000.00
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-074072	9/1/2011	9/1/2014	COMBINED SINGLE LIMIT \$1,000,000.00
					BODILY INJURY (Per person)
					BODILY INJURY (Per accident)
					PROPERTY DAMAGE
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT
					OTHER THAN AUTO ONLY
					EACH ACCIDENT
A	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-042755	9/1/2012	9/1/2013	EACH OCCURRENCE \$4,000,000.00
					AGGREGATE \$4,000,000.00
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSVC-070696	9/1/2011	9/1/2014	<input checked="" type="checkbox"/> WC STATL TOBY LIMITS <input type="checkbox"/> OTH ER
					EL EACH ACCIDENT \$1,000,000.00
					EL DISEASE - POLICY LIMIT \$1,000,000.00
					EL DISEASE - EA EMPLOYEE \$1,000,000.00
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above Insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. Re: Disaster Debris Removal and Management Services					
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GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY		

Louisiana certificate form:
LDI COI 280990 01 12

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Personal Injury

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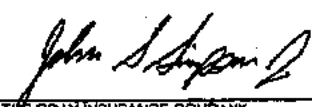
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	PERSONAL & ADV INJURY \$1,000,000.00 EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$50,000.00 MED EXP (Any one person) \$5,000.00 COMBINED SINGLE LIMIT \$1,000,000.00				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-074072	9/1/2011	9/1/2014	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-042755	9/1/2012	9/1/2013	EACH OCCURRENCE \$4,000,000.00 AGGREGATE \$4,000,000.00
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSVC-070896	9/1/2011	9/1/2014	<input checked="" type="checkbox"/> INC STATUTORY LIMITS <input type="checkbox"/> DTH EA EL EACH ACCIDENT \$1,000,000.00 EL DISEASE - POLICY LIMIT \$1,000,000.00 EL DISEASE - EA EMPLOYEE \$1,000,000.00
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.					
Re: Disaster Debris Removal and Management Services					
CERTIFICATE HOLDER State of New Jersey, Division of Purchase and Property, Department of the Treasury, Proposal Receiving Room - 9th Floor Attn: Jonathan Wallace 33 West State Street, P. O. Box 230 Trenton, NJ 08625-0230			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 90 days written notice will be given to the Certificate Holder.		
			AUTHORIZED REPRESENTATIVE		
					
GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY		

Louisiana certificate form:
LDI COI 280990 01 12

CERTIFICATE OF INSURANCE

Page 2

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure).

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

BEST AND FINAL OFFER (BAFO) - PRICE PROPOSAL FORM - DATED JANUARY 23, 2013

CrowderGull, LLC 01/23/13

Line #	Description	Units	Quantity Tier	Maximum of Distance	ZONE 1 (A)	ZONE 2 (B)	REGION TOTAL SURF (A+B)	ZONE 3 (C)	ZONE 4 (D)	ZONE 5 (E)	ZONE 6 (F)	ZONE 7 (G)	REGION TOTAL SURF (G)	ZONE 8 (H)	ZONE 9 (I)	ZONE 10 (J)	ZONE 11 (K)	REGION TOTAL SURF (H+I+J+K)	STATES TOTAL SURF (TOTAL)	
51	Garbage from TDMA to final disposal site	Units	CT	0-15 miles	35.00	35.00	70.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00	34.00
52				16-30 miles	50.00	50.00	100.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00
53	Transport of Reduced Vegetative and CAD	CT per salvage intervals		0-15 miles	18.00	18.00	36.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00	17.00
54	Debris from TDMA to final disposal site	CT per salvage intervals		16-30 miles	24.00	24.00	48.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00	23.00
55				31-45 miles	34.00	34.00	68.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00
56				46-60 miles	49.00	49.00	98.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00	48.00
57	Transport of Reduced Vegetative and CAD	CT per salvage intervals		61-75 miles	17.00	17.00	34.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00	16.00
58	Debris from TDMA to final disposal site	CT per salvage intervals		76-90 miles	23.00	23.00	46.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00
59				91-105 miles	33.00	33.00	66.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00
60				106-120 miles	43.00	43.00	86.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00
61	White Goods removed to final disposal site	Unit	Unit	N/A	250.00	250.00	500.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00
62	White Goods removed to final disposal site	Unit	Above 100 Units	N/A	200.00	200.00	400.00	195.00	195.00	195.00	195.00	195.00	195.00	195.00	195.00	195.00	195.00	195.00	195.00	195.00
63	Electronic Waste - removal of "minor" that exceeds hazardous waste limits, includes computer monitors and keyboards	Unit	Unit	N/A	215.00	215.00	430.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00
64	Electronic Waste - removal of "major" that exceeds hazardous materials, includes computer monitors and keyboards	Unit	Above 100 Units	N/A	140.00	140.00	280.00	135.00	135.00	135.00	135.00	135.00	135.00	135.00	135.00	135.00	135.00	135.00	135.00	135.00
65	Fresh Manure - green management and recycling	Unit	Unit	N/A	115.00	115.00	230.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00	110.00
66	Fresh Manure - brown management and recycling	Unit	Above 100 Units	N/A	60.00	60.00	120.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
67	Seed Collection - removal of displaced seed from vegetation	CT	CT	N/A	64.00	64.00	128.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00	64.00
68	Seed Collection - removal of displaced seed from vegetation	CT	Above 100,000 CT	N/A	58.00	58.00	116.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00	57.00
69	Seed Collection - removal of displaced seed from vegetation	CT	Above 100,000 CT	N/A	32.00	32.00	64.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00	31.00
70	Uncontaminated Seed Transport - screening of seed to remove "minor" quality, transport and disposal of screening by-products	CT per salvage intervals	CT	0-15 miles	22.00	22.00	44.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00
71				16-30 miles	27.00	27.00	54.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00
72				31-45 miles	37.00	37.00	74.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00
73				46-60 miles	50.00	50.00	100.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
74				61-75 miles	21.00	21.00	42.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00	21.00
75				76-90 miles	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
76				91-105 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
77				106-120 miles	45.00	45.00	90.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
78	Uncontaminated Seed Transport - screening of seed to remove "minor" quality, transport and disposal of screening by-products	CT per salvage intervals	Above 100,000 CT	0-15 miles	20.00	20.00	40.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
79				16-30 miles	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
80				31-45 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
81				46-60 miles	45.00	45.00	90.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
82				61-75 miles	20.00	20.00	40.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
83				76-90 miles	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
84				91-105 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
85				106-120 miles	45.00	45.00	90.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
86	Uncontaminated Seed Transport and Disposal - removal of contaminated seed and disposal at site to be determined by State	CT per salvage intervals	CT	0-15 miles	27.00	27.00	54.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00
87				16-30 miles	32.00	32.00	64.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00	32.00
88				31-45 miles	42.00	42.00	84.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00
89				46-60 miles	52.00	52.00	104.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00	52.00
90				61-75 miles	22.00	22.00	44.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00	22.00
91				76-90 miles	27.00	27.00	54.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00	27.00
92				91-105 miles	37.00	37.00	74.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00	37.00
93				106-120 miles	47.00	47.00	94.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00
94	Uncontaminated Seed Transport and Disposal - removal of contaminated seed and disposal at site to be determined by State	CT per salvage intervals	CT	0-15 miles	30.00	30.00	60.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
95				16-30 miles	35.00	35.00	70.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00
96				31-45 miles	45.00	45.00	90.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
97				46-60 miles	55.00	55.00	110.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
98				61-75 miles	25.00	25.00	50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
99				76-90 miles	30.00	30.00	60.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
100				91-105 miles	40.00	40.00	80.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
101				106-120 miles	50.00	50.00	100.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00

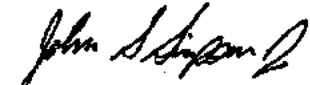
BEST AND FINAL OFFER (BAFO) - PRICE PROPOSAL FORM - DATED JANUARY 23, 2013

CrowderGulf, LLC 01/23/13

Line #	Description	Units	Quantity Year	Measure of Clearance	ZONE 1 (A)	ZONE 2 (B)	ZONE 3 (C)	ZONE 4 (D)	ZONE 5 (E)	ZONE 6 (F)	ZONE 7 (G)	REGION TOTAL SUM THRU (H)	ZONE 8 (I)	ZONE 9 (J)	ZONE 10 (K)	REGION TOTAL SUM THRU (L)	STATE TOTAL SUM THRU (M)
91	Removal of contaminated soil and debris at site to be identified by State	CY per cubic yard	Above 100 tons	1-18 inches	21.00	21.00	21.00	21.00	21.00	21.00	21.00	210.00	21.00	21.00	21.00	210.00	210.00
92	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	11-25 tons	18-24 inches	31.00	31.00	31.00	31.00	31.00	31.00	31.00	310.00	31.00	31.00	31.00	310.00	310.00
93	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	24-30 inches	54.00	54.00	54.00	54.00	54.00	54.00	54.00	540.00	54.00	54.00	54.00	540.00	540.00
94	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	30-36 inches	143.00	143.00	143.00	143.00	143.00	143.00	143.00	1,430.00	143.00	143.00	143.00	1,430.00	1,430.00
95	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	36-42 inches	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	12,000.00	1,200.00	1,200.00	1,200.00	12,000.00	12,000.00
96	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	42-48 inches	800.00	800.00	800.00	800.00	800.00	800.00	800.00	8,000.00	800.00	800.00	800.00	8,000.00	8,000.00
97	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	48-54 inches	250.00	250.00	250.00	250.00	250.00	250.00	250.00	2,500.00	250.00	250.00	250.00	2,500.00	2,500.00
98	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	54-60 inches	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,000.00	200.00	200.00	200.00	2,000.00	2,000.00
99	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	60-66 inches	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,000.00	300.00	300.00	300.00	3,000.00	3,000.00
100	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	66-72 inches	450.00	450.00	450.00	450.00	450.00	450.00	450.00	4,500.00	450.00	450.00	450.00	4,500.00	4,500.00
101	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	72-78 inches	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,000.00	200.00	200.00	200.00	2,000.00	2,000.00
102	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	78-84 inches	370.00	370.00	370.00	370.00	370.00	370.00	370.00	3,700.00	370.00	370.00	370.00	3,700.00	3,700.00
103	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	84-90 inches	440.00	440.00	440.00	440.00	440.00	440.00	440.00	4,400.00	440.00	440.00	440.00	4,400.00	4,400.00
104	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	90-96 inches	200.00	200.00	200.00	200.00	200.00	200.00	200.00	2,000.00	200.00	200.00	200.00	2,000.00	2,000.00
105	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	96-102 inches	240.00	240.00	240.00	240.00	240.00	240.00	240.00	2,400.00	240.00	240.00	240.00	2,400.00	2,400.00
106	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	102-108 inches	340.00	340.00	340.00	340.00	340.00	340.00	340.00	3,400.00	340.00	340.00	340.00	3,400.00	3,400.00
107	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	108-114 inches	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,000.00	400.00	400.00	400.00	4,000.00	4,000.00
108	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	114-120 inches	450.00	450.00	450.00	450.00	450.00	450.00	450.00	4,500.00	450.00	450.00	450.00	4,500.00	4,500.00
109	Vehicle Removal - removal of vehicles from roadway and transport to aggregation site	Unit	Above 25 tons	120-126 inches	170.00	170.00	170.00	170.00	170.00	170.00	170.00	1,700.00	170.00	170.00	170.00	1,700.00	1,700.00
110	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			140.00	140.00	140.00	140.00	140.00	140.00	140.00	1,400.00	140.00	140.00	140.00	1,400.00	1,400.00
111	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			115.00	115.00	115.00	115.00	115.00	115.00	115.00	1,150.00	115.00	115.00	115.00	1,150.00	1,150.00
112	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			80.00	80.00	80.00	80.00	80.00	80.00	80.00	800.00	80.00	80.00	80.00	800.00	800.00
113	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			80.00	80.00	80.00	80.00	80.00	80.00	80.00	800.00	80.00	80.00	80.00	800.00	800.00
114	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			145.00	145.00	145.00	145.00	145.00	145.00	145.00	1,450.00	145.00	145.00	145.00	1,450.00	1,450.00
115	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			145.00	145.00	145.00	145.00	145.00	145.00	145.00	1,450.00	145.00	145.00	145.00	1,450.00	1,450.00
116	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,200.00	120.00	120.00	120.00	1,200.00	1,200.00
117	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,000.00	100.00	100.00	100.00	1,000.00	1,000.00
118	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			75.00	75.00	75.00	75.00	75.00	75.00	75.00	750.00	75.00	75.00	75.00	750.00	750.00
119	Pre-removal Assessment of Debris - use of computer technology, including site scan sensor to provide identification and assessment of debris	Price per acre			50.00	50.00	50.00	50.00	50.00	50.00	50.00	500.00	50.00	50.00	50.00	500.00	500.00
120	Operation of Temporary Debris Management Area - operation of TEMA, includes all phases of activities, including heavy equipment, security and staffing and reclamation of site to pre-use condition	Per Day	Daily		2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	20,000.00	2,000.00	2,000.00	2,000.00	20,000.00	20,000.00
121	Operation of Temporary Debris Management Area - operation of TEMA, includes all phases of activities, including heavy equipment, security and staffing and reclamation of site to pre-use condition	Per Day	Daily		2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	20,000.00	2,000.00	2,000.00	2,000.00	20,000.00	20,000.00

Total State Prices in the Single price bid. Bidder would offer, per price line, for all 11 zones in the State.

No. 398 REVISED

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 3/1/2013			
PRODUCER Point Clear Insurance Services LLC 368 Commercial Park Drive Fairhope, AL 36532-1910		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		COMPANIES AFFORDING COVERAGE			
		COMPANY A THE GRAY INSURANCE COMPANY			
INSURED CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675		COMPANY B COMPANY C COMPANY D			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-073375	9/1/2011	9/1/2014	GENERAL AGGREGATE: Unlimited PRODUCTS - COMPROP AGG: \$3,000,000.00 PERSONAL & ADV INJURY: \$1,000,000.00 EACH OCCURRENCE: \$1,000,000.00 FIRE DAMAGE (Any one fire): \$50,000.00 MED EXP (Any one person): \$5,000.00 COMBINED SINGLE LIMIT: \$1,000,000.00
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-074072	9/1/2011	9/1/2014	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
A	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-042765	9/1/2012	9/1/2013	EACH OCCURRENCE: \$4,000,000.00 AGGREGATE: \$4,000,000.00
A	<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070696	9/1/2011	9/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT: \$1,000,000.00 EL DISEASE - POLICY LIMIT: \$1,000,000.00 EL DISEASE - EA EMPLOYEE: \$1,000,000.00
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.					
Re: Disaster Debris Removal and Management Services					
CERTIFICATE HOLDER State of New Jersey, Division of Purchase and Property, Department of the Treasury, Proposal Receiving Room - 9th Floor Attn: Jonathan Wallace 33 West State Street, P. O. Box 230 Trenton, NJ 08625-0230			CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
			AUTHORIZED REPRESENTATIVE 		
GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY		

Louisiana certificate form:
LDI COI 280990 01 12

CERTIFICATE OF INSURANCE

Page 2

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

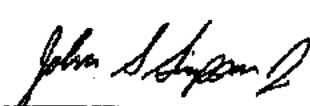
D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

No. 398 REVISED

PRODUCER		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY) 3/1/2013	
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INSURED CrowderGulf, LLC 5435 Business Parkway Theodore, AL 36582-1675		COMPANIES AFFORDING COVERAGE				
		COMPANY A THE GRAY INSURANCE COMPANY				
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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-073375	9/1/2011	9/1/2014	GENERAL AGGREGATE	Unlimited
	PRODUCTS - COM/PROP AGG				\$3,000,000.00	
					PERSONAL & ADV INJURY (Per person)	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$50,000.00
					MED EXP (Any one person)	\$5,000.00
					COMBINED SINGLE LIMIT	\$1,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-074072	9/1/2011	9/1/2014	BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-042755	9/1/2012	9/1/2013	EACH OCCURRENCE	\$4,000,000.00
					AGGREGATE	\$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070696	9/1/2011	9/1/2014	<input checked="" type="checkbox"/> WC/STAF - <input type="checkbox"/> TOTT/ LMTB <input type="checkbox"/> - <input type="checkbox"/> OTH ER	
					EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE - POLICY LIMIT	\$1,000,000.00
					EL DISEASE - EA EMPLOYEE	\$1,000,000.00
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.						
Re: Disaster Debris Removal and Management Services						
CERTIFICATE HOLDER State of New Jersey, Division of Purchase and Property, Department of the Treasury, Proposal Receiving Room - 9th Floor Attn: Jonathan Wallace 33 West State Street, P. O. Box 230 Trenton, NJ 08625-0230				CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
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GCF 00 60 01 01 12				THE GRAY INSURANCE COMPANY		

Louisiana certificate form:
LDI COI 280990 01 12

CERTIFICATE OF INSURANCE

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- Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
- Premises/Operations
- Products/Completed Operations
- Contractual Liability
- Sudden and Accidental Pollution Liability
- Occurrence Form
- Personal Injury
- "In Rem" Endorsement
- Cross Liability
- Severability of Interests Provision
- *Action Over* Claims
- Independent Contractors coverage for work sublet
- Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
- General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured when required by written contract.

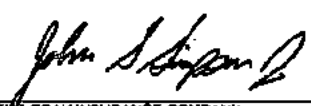
C. Workers Compensation Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
- Outer Continental Shelf Land Act
- Jones Act (including Transportation, Wages, Maintenance, and Cure),
- Death on the High Seas Act & General Maritime Law.
- Maritime Employers Liability Limit: \$1,000,000
- Voluntary Compensation Endorsement
- Other States Insurance
- Alternate Employer/Borrowed Servant Endorsement
- "In Rem" Endorsement
- Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

- Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
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A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT	XSGL-073375	9/1/2011	9/1/2014	GENERAL AGGREGATE Unlimited
					PRODUCTS - COMP/OP AGG \$9,000,000.00
					PERSONAL & ADV INJURY \$1,000,000.00
					EACH OCCURRENCE \$1,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-074072	9/1/2011	9/1/2014	FIRE DAMAGE (Any one fire) \$50,000.00
					MED EXP (Any one person) \$5,000.00
					COMBINED SINGLE LIMIT \$1,000,000.00
					BODILY INJURY (Per person)
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)
					PROPERTY DAMAGE
					AUTO ONLY - EA ACCIDENT
					OTHER THAN AUTO ONLY EACH ACCIDENT
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					EACH OCCURRENCE \$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070698	9/1/2011	9/1/2014	X - INC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					EL EACH ACCIDENT \$1,000,000.00
					EL DISEASE - POLICY LIMIT \$1,000,000.00
					EL DISEASE - EA EMPLOYEE \$1,000,000.00
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. Re: Disaster Debris Removal and Management Services					
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GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY		

CERTIFICATE OF INSURANCE

Page 2

THE GRAY INSURANCE COMPANY

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Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

S 2/7/13

STATE OF NEW JERSEY		(FOR PURCHASE BUREAU USE ONLY)									
REQUEST FOR WAIVER OF ADVERTISING		Waiver No: AG-080									
DEPARTMENT OF THE TREASURY • DIVISION OF PURCHASE AND PROPERTY		Document Number: _____									
INSTRUCTIONS: Complete and answer ALL ITEMS 1 thru 17. See statutory citations 52:34-9 & 52:34-10 and refer to current waiver procurement circular for detailed instructions.											
PART I - MUST BE COMPLETED BY REQUESTING AGENCY											
1. Agency Name (include Department) Department of Environmental Protection		2. Agency Contract Manager Name Jane Kozinski									
4. Date Item/Service Needed Immediate		5. Agency Contract Manager E-mail Jane.Kozinski@dep.state.nj.us									
3. Agency Contract Manager Telephone Number 609-292-2795		6. Agency Contract Manager Fax Number 609-777-1330									
7. Recommended Vendor (Name and Address) Various (see attachment)		8. Statutory Citation(s) N.J.S.A. 52:34-10 (b) Public Exigency									
9. Funding Source		10. Total Amount Requested \$100,000,000.									
Vendor No. _____ <i>(If more than one vendor, check here <input type="checkbox"/> and attach list.)</i>		<table border="1" style="width:100%; border-collapse: collapse; font-size: x-small;"> <tr> <th>Fiscal Year</th> <th>State</th> <th>Fed.</th> <th>Other</th> </tr> <tr> <td>2013</td> <td>10 %</td> <td>90 %</td> <td></td> </tr> </table>		Fiscal Year	State	Fed.	Other	2013	10 %	90 %	
Fiscal Year	State	Fed.	Other								
2013	10 %	90 %									
11. Provide a brief concise summary of nature and purpose of waiver. Do not complete this block with "See Attached" or "N/A". Begin summary in this block and continue on separate sheets if needed. This waiver will allow for the award of three contracts to provide FEMA compliant waterway debris removal work to the State. The scope of work include waterway debris removal in areas of the Hudson River, Newark Bay, Raritan Bay, all coastal bays and inland waterways in Monmouth, Ocean, Atlantic and Cape May Counties and Delaware Bay. The work includes the identification and location of <input checked="" type="checkbox"/> Check here if continued on separate sheet.											
12. Explain what attempts were made to obtain competition. "N/A" is not acceptable. Attach all proposals, price quotations, etc. received. Do not complete this block with "See Attached" or "N/A". Begin explanation in this block and continue on separate pages if required. The Division of Purchase and Property issued an RFQ on January 11, 2013. Proposals and Price Quotes were provided to the Purchase Bureau on January 18, 2013. DPP has all required proposals <input type="checkbox"/> Check here if continued on separate sheet.											
13. What are the program consequences of not meeting the delivery date given in item 4 above? (Support with documentation.) Do not complete this block with "See Attached" or "N/A". Begin explanation in this block and continue on separate sheets if required. The waterway debris clean up must commence immediately to remove threats to the public health and safety. The contract requirements <input checked="" type="checkbox"/> Check here if continued on separate sheet.											
Answer Questions 14, 15, 16 by checking proper column at right.											
14. If required under Circular No. 98-14-OMB/DPP/OTS, have the following approvals: (a) been sought: (a) OMB for professional services, (b) OIT for consultant services and approval of Telecommunications, Information Technology Consultant Services, equipment and software?		17. DEPARTMENT CERTIFICATION <i>(I certify the accuracy of the above statements and to the following indicator)</i>									
15. Is a vendor proposal(s) attached detailing the scope of work or item description, including an explanation of rates/prices and terms and conditions?		<input checked="" type="checkbox"/> This is not a conforming waiver. <input checked="" type="checkbox"/> This is an authorized conforming waiver. My signature certifies receipt of all of part of the item/service and that the prices charged were reasonable. <input type="checkbox"/> This is an unauthorized conforming waiver.									
16. Is the Justification Statement, required by the current Waiver Procurement Circular, explaining the circumstances of emergency need/safety, compatibility, more favorable terms and/or market conditions necessitating this waiver attached?											
PART II - TO BE COMPLETED BY DIVISION OF PURCHASE AND PROPERTY											
A. Are the goods or services to be purchased available under an existing State Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No		FORMS									
Are the prices reasonable compared to other contracts for similar goods or services? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		EO 128 <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A									
Are there any formal complaints on file against the vendor(s)? (If yes, give nature of complaint(s)) <input type="checkbox"/> Yes <input type="checkbox"/> No		Funding <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A									
Are the Waivered terms and conditions attached to the proposal? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		State Tax Set-Aside: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A									
Competition Sought? <input type="checkbox"/> Yes <input type="checkbox"/> No		Ownership Disclosure: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A									
Competition Received? <input type="checkbox"/> Yes <input type="checkbox"/> No		Business Registration Certificate: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A									
Citation(s): N.J.S.A. 52:34		Affirmative Action Compliance: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A									
		McBride Principle: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A									
Reviewed By: _____ (Date) _____		Amount Not to Exceed \$ _____									
B. Legal: This Waiver is approved as to legal sufficiency 1. _____ 3/14/13 <i>(Director - Div. Purchase & Property)</i> 2. _____ 3/13/13 <i>(Deputy Attorney General)</i>		C. Approved by State Treasurer _____ 3-18-13 <i>(Signature)</i>									

Attachment for PB-129 Additional Vendors

1. **AshBritt**
565 East Hillsboro Blvd.
Deerfield Beach, Florida 33441

2. **Donjon Marine Co., Inc.**
100 Central Ave.
Hillside, New Jersey 07205

3. **CrowderGulf**
5435 Business Parkway
Theodore, Alabama 36582

Attachment for PB-129 Sections 11 and 13

11. submerged debris (vessels, vehicles, house structures, construction and demolition debris and vegetative waste), removing all identified debris from State waterways, disposing or recycling of the debris, and sand dredging from the waterways once the debris has been removed and redistributing of recovered sand on the states beach.

13. specify that 75% of the required work must be completed by July 1, 2013. This date insures that all navigational channels have been cleared to allow for the operations of commercial fishing and before the recreational boating season begins this spring/summer. The State Marine Police have determined that due to this debris our critical tourism waterways will not be able to be opened to the public without this expedited and intense debris removal effort.

**PURCHASE BUREAU
CERTIFICATION OF WAIVER FUNDING AVAILABILITY**

1	3						
FY		TRANSACTION DATE					

4800		0	4	2
REQUESTING AGENCY			No.	

CONTACT INFORMATION	
Name:	David Barth
Telephone Number:	609-292-9230
Fax Number:	609-633-3727
eMail Address:	David.Barth@dep.state.nj.us

FUND	ORG CODE	SUBORG	APPR UNIT	ACTIVITY CODE	OBJECT CODE	SUB-OBJ	REV SRCE	SUB-REV	PROJECT JOB NUMBER	TOTAL \$
100	4800		378		7110				A7571200	\$99,999,999.

DESCRIPTION

For the purchase of Wet Debris Removal Services

For replacement of Ash Bill contract specific to Wet Debris Removal not local only for State

9	2	6	4	2	NaN
NIGP COMMODITY CODE (5 DIGITS)					TOTAL AMOUNT

Complete items 1, 2 and 3 below from the MACS-E RQS4 screen.

1. Requesting Agency

4	2	4	8	0	0
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 (6 digits)

2. Ship To Agency / Sub

4	2	4	8	0	0	0	0	1
---	---	---	---	---	---	---	---	---

 (8 + 3 digits)

3. Bill To Agency / Sub

4	2	4	8	0	0	0	0	1
---	---	---	---	---	---	---	---	---

 (8 + 3 digits)

Req # 1041163

I hereby certify that funding portrayed herein is available, and all is in compliance with all regulations and procedures promulgated by the Division of Purchase and Property and the Office of Management and Budget.

[Signature]
Signature / Chief Agency Fiscal Officer

2/2/13
Date

EXHIBIT E



13_B0669

MASTER SUBCONTRACT

STATE OF Alabama

COUNTY of Mobile

CITY OF Mobile

This MASTER SUBCONTRACT (hereinafter referred to as "Subcontract") is entered into this day of February, 2018 between CROWDERGULF, LLC (hereinafter referred to as "Contractor"), an equal opportunity employer, and Jim Construction Company, Inc. (hereinafter referred to as "Subcontractor") for the provision of services, equipment and/or materials, in accordance with the terms and conditions set forth herein.

WHEREAS, Contractor anticipates entering into, or has already entered into an agreement with local, state, or federal entities (each such entity hereinafter referred to as the "Client") for the provision of clean up and related services required in response to a natural or man-made disaster (any such agreements between Client and Contractor hereinafter referred to as the "Prime Contract"); and

WHEREAS, Contractor cannot foresee what services and materials will be required to allow it to fulfill its obligations under any particular Prime Contract, or when they will be needed, but it anticipates that certain services and materials will be needed in a time frame that will not allow for extensive contract negotiations; and

WHEREAS, Contractor and Subcontractor intend to set up a mechanism for Contractor to issue one or more Work Orders to Subcontractor that will incorporate the terms and conditions herein and thus expedite commencement of the work of Subcontractor.

NOW THEREFORE, the Contractor and Subcontractor, for themselves, and their respective heirs, successors, and assigns agree as follows:

1. WORK ORDER.

A. Subcontractor agrees to provide services, equipment and/or materials (hereinafter referred to as the "Work"), on an as needed basis, pursuant to the terms of any written Work Order executed by Contractor and Subcontractor prior to the termination of this Subcontract. In order to be valid, each Work Order must identify the general location or jurisdiction where Subcontractor's Work is to be performed, identify the Client and the applicable Prime Contract, set forth the services, equipment, and/or materials to be supplied by Subcontractor, establish a schedule for progress of the Work, specify the compensation to be paid for the Work, and be signed by a duly authorized representative of Contractor and of Subcontractor. The terms of this Subcontract shall be and are hereby deemed to be incorporated into any Work Order issued by Contractor to Subcontractor, and any Work Order may include terms and requirements that are in addition to what is contained in this Subcontract.

B. This Subcontract does not guarantee Subcontractor any work. Contractor may employ other subcontractors to perform services and/or supply equipment and materials in addition to or instead of Subcontractor.

CrowderGulf, LLC
Master Subcontract Edition Aug 2012

Jim
Subcontractor Initials

2. CONTRACT DOCUMENTS.

A. The Contract Documents shall include this Subcontract and any attachments or exhibits thereto, any Subcontract Amendments issued to Subcontractor during the course of its performance hereunder, any Work Order(s) issued to Subcontractor, the Prime Contract for the projects covered by any Work Order, the Contractor's Safety Manual, and any attachments, exhibits, or amendments to those documents. Subcontractor has the affirmative duty to obtain copies of and review the Contract Documents. Should any inconsistencies appear in the Contract Documents, Subcontractor has the affirmative duty to notify Contractor in writing within two (2) days of Subcontractor's discovery thereof. Upon receipt of said notice, Contractor shall instruct Subcontractor in writing as to the measures to be taken, and Subcontractor shall comply with Contractor's instructions.

B. In the event of any conflicts between the provisions contained in the Contract Documents, the Subcontractor shall comply with them, all as may be amended from time to time, in order of precedence, which is as follows (the first document being the controlling document):

1. Prime Contract and any attachments or exhibits thereto;
2. Work Order issued pursuant to this Subcontract;
3. This Subcontract and any attachments or exhibits thereto; and
4. Contractor's Safety Manual.

Requirements differing in degree are not conflicts, and Subcontractor shall comply with the more onerous requirement.

C. Notwithstanding the foregoing, to the extent any law or regulation conflicts with any provision in the Contract Documents, the law or regulation will take precedence over the conflicting contract provision if the contract provision cannot be interpreted to prevent such a conflict.

3. PERFORMANCE OF WORK.

A. Subcontractor agrees to perform all Work in accordance with the Contract Documents.

B. Subcontractor agrees to perform all Work in accordance with the requirements and instructions listed on Exhibit "A" attached hereto.

C. Subcontractor agrees to do the required Work in a timely, efficient and workmanlike manner.

D. Subcontractor's management personnel shall be present on the job site and attentive to their assigned work areas at all times.

E. Subcontractor acknowledges and agrees that it may perform Work under the badge and colors of Contractor and that its personnel may wear uniforms and use safety and other equipment sporting Contractor's name and logo; Subcontractor acknowledges and agrees that, if it performs work for private property owners or other entities while also performing Work for Contractor in the same vicinity, confusion might arise as to responsibility for certain work and liability for any wrongdoing or payment for the work; Subcontractor further acknowledges that, while it is working for Contractor, its actions may have any effect on Contractor's reputation, image, and goodwill; Subcontractor acknowledges and agrees that, if it negligently or unprofessionally performs work for private property owners, other contractors or subcontractor, or other entities, while also performing Work for Contractor, its actions may tarnish, endanger, or harm the reputation, image, and goodwill of Contractor even though Contractor may have no control over, influence on, or responsibility for those actions. For these reasons, Subcontractor agrees as follows:

i. During the performance of the Work, Subcontractor, and its employees, subcontractors, and agents, shall not perform work for any entity other than Contractor, including but not limited to any other contractor or subcontractor, the Client, any governmental entity, or any private property owner, within the Prime Contract jurisdiction of the site of the Work performed under this Subcontract without the prior written consent of Contractor;

ii. Subcontractor shall not, under any circumstance, use or allow its employees, subcontractors, or agents to use vehicles, equipment, tools, uniforms, or any other materials belonging to Contractor, bearing Contractor's name or logo, or being used to perform Work for Contractor while performing work for any person or entity other than Contractor; and

iii. Notwithstanding any other provision of this Subcontract, in the event Subcontractor violates the provisions of this Subsection E, this Subcontract shall be deemed immediately terminated without further notice, Subcontractor shall forfeit any retainage remaining to be paid to it by Contractor or the Client, and Contractor shall be entitled to issuance of an injunction restraining Subcontractor from committing or continuing any such violation.

4. TIME IS OF THE ESSENCE.

A. Subcontractor understands that the Work is or will be critically time sensitive and of an emergency nature. Time shall be and hereby is made the essence of Subcontractor's obligations hereunder and under any Work Order. Subcontractor shall diligently and continuously prosecute any and all of Subcontractor's Work and obligations hereunder and under any Work Order, and any failure by Subcontractor to sustain progress to timely complete all Work as required shall constitute a material default of Subcontractor's obligations. Subcontractor shall be liable to Contractor for any damages resulting from a delay by Subcontractor in performing any Work.

B. If Subcontractor's performance of the Work is delayed, altered, rescheduled, interfered with, or for any reason extended, Contractor shall not be liable for any costs or damages attributable to delay unless and only if Contractor is compensated by the Client for any such cost or damage to Subcontractor. Subcontractor shall be entitled to an extension of the time to perform the Work only on such grounds as are granted to Contractor under the Prime Contract, and the extension of Contractor's time to perform by the Client shall be a condition precedent to Subcontractor's right to any extension of time to perform. Subcontractor's sole remedy for any delay shall be an extension of the time to perform.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall create, or be construed to create, between Contractor and Subcontractor an employer/employee or principal/agent relationship; rather, the relationship of Subcontractor to Contractor shall be that of an independent contractor. Subcontractor shall have no right to obligate Contractor for payment of materials or for other costs and expenses. Subcontractor shall pay all taxes and contributions imposed or required by any law relating to the employees of Subcontractor. Contractor shall have the right (but not the obligation) to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of Subcontractor's Work. However, it is further understood and agreed that the performance of Subcontractor under the Subcontract is subject to the control of Contractor only as to the result to be accomplished and not as to the means, methods and manner for accomplishing that result.

6. COMPLIANCE WITH LAWS AND REGULATIONS.

A. Subcontractor acknowledges that its Work may be provided in various locations and may be subject to the specific requirements of federal, state and/or local government agencies. Subcontractor

shall comply with all laws, ordinances, codes and regulations, whether federal, state or local, applicable to any Work it provides, including the maintenance of any necessary license or registration for the performance of its Work. The statutes that may apply to the Work include, but are not limited to, the Truth in Negotiations Act (10 U.S.C. §§ 2306 et seq.; 41 U.S.C. §§ 254b et seq.); Cost or Pricing Data Requirements (10 U.S.C. § 2306a and 41 U.S.C. § 254b); the Contract Work Hour and Safety Standards Act (40 U.S.C. §§ 327-333); Davis Bacon Act (40 U.S.C. §§ 276e-276a-7); Copeland Act (18 U.S.C. § 874 and 40 U.S.C. 276c); Service Contract Act (41 U.S.C. § 351 et seq.); Walsh-Healey Public Contracts Act (41 U.S.C. §§ 35-45); Regulations of the Department of Labor at Volume 29 of the Code of Federal Regulations; Vietnam Era Veterans Readjustment Assistance Act of 1972 as amended (38 U.S.C. § 4211 and 4212); Rehabilitations Act of 1973 (29 U.S.C. § 793); Equal Employment Opportunity Executive Orders and Regulations (E.O. 11246, September 24, 1965); Fair Labor Standards Act; Americans with Disabilities Act; Contract Disputes Act (41 U.S.C. § 605) (certification requirements for claims to include subcontractor claims which must be certified); Small Business Subcontracting Plan Requirements (15 U.S.C. § 637(d)); any applicable statutory cost limitations, cost or price ceilings, not to exceed prices or guaranteed maximum price; Cost Accounting Standards (41 U.S.C. § 422 (including 48 C.F.R. Chapter 99)); Pollution Prevention and Right-to-Know Information (Executive Order 12856; 42 U.S.C. § 11001-11050; 42 U.S.C. § 13101-13109); Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); Drug-Free Work Place Act (41 U.S.C. § 701 et seq.); Buy American Act (41 U.S.C. § 10); Examination of Records (10 U.S.C. § 2313 and 41 U.S.C. § 254d) and any implementing regulation or associated Executive Orders. Specifically, Subcontractor is bound by and must comply with the Federal Acquisition Regulations and all applicable agency supplements to the same extent that the Contractor must so comply or is bound. Subcontractor shall pay all taxes, fees, licenses, permits and expenses required by such compliance. Compliance with this Article shall be at no additional cost to Contractor.

B. Subcontractor acknowledges that it is required to conform to the requirements of the governing wage determinations, including minimum wage rates, established fringe benefits, vacations, and observed holidays.

C. Subcontractor represents and warrants that it has complied with all federal and all applicable state and local, immigration and employee eligibility laws, statutes, rules, codes, orders and regulations (collectively "Immigration Laws"), including, without limitation, the Immigration Reform and Control Act of 1986, as amended (including but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or citizenship status), and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto. Subcontractor represents and warrants that it has properly maintained all records required by the United States Immigration and Customs Enforcement ("ICE") or any other federal, state, or local authority that may have jurisdiction over the Work ("Immigration Authorities"), including, without limitation, completion and maintenance of the Form I-9 for each of Subcontractor's employees, and that it has responded in a timely fashion to any inspection requests related to such I-9 Forms. Subcontractor agrees to comply with all Immigration Laws during the term of the project, to properly maintain all records required by ICE or other Immigration Authorities, and to timely respond to any inspection requests. Subcontractor further agrees to fully cooperate, and to cause its directors, officers, managers, agents and employees to fully cooperate, with any audit, inquiry, inspection or investigation of Subcontractor, or any of its employees, that may be conducted by ICE or other Immigration Authorities. Subcontractor shall immediately, and in no event later than two (2) hours, notify Contractor's representative in writing and by in-person voice communication (not voice mail) of any unscheduled inspections, raids, investigations, inquiries, visits or audits conducted by ICE or any other Immigration Authority of Subcontractor, or its subcontractors, material men, or employees. Subcontractor shall ensure that its subcontractors and material men are in compliance with the provisions of this Article.

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D. J.
Subcontractor Initials

D. Subcontractor agrees that any violation or breach of any of the foregoing provisions, or a determination by ICE or any other Immigration Authority that Subcontractor, or any of its subcontractors and material men, has not complied with any Immigration Law, shall amount to a default under this Subcontract, and be cause for Contractor to exercise its rights of termination. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Client, and their consultants, agents, and employees of each of them, from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Subcontractor's breach of this Article.

E. Subcontractor shall enroll in the E-Verify program and provide to Contractor acceptable evidence of enrollment at the time of the execution of this Subcontract. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Additional information regarding the Employment Eligibility Verification System (E-Verify) program may be obtained at following website: <http://www.dhs.gov/E-Verify>. Subcontractor shall familiarize itself with all rules and regulations governing this program.

F. In the event the Work to be performed by Subcontractor is subject to union agreements, Subcontractor is not entitled to any Work price increase for compliance with union agreement requirements except to the extent the Client additionally compensates Contractor for compliance with said labor requirements.

G. Subcontractor shall comply with all applicable labor requirements, including any union agreements or labor laws or regulations. Subcontractor shall indemnify and save harmless Contractor from any and all penalties, forfeitures, sanctions, liabilities, loss, cost, and attorneys' fees and expenses imposed upon or incurred by Contractor because of or arising out of any failure of Subcontractor to comply with such provisions.

H. Subcontractor shall employ only such persons as are acceptable to Contractor and Client, and Subcontractor shall remove from any work site covered by this Subcontract any employee as required by Contractor or Client.

7. INSURANCE.

A. Subcontractor specifically agrees and understands that prior to the start of any Work, Subcontractor, and all sub-subcontractors, drivers, operators, etc. working for Subcontractor, must obtain and shall maintain in force for the duration of any activities by Subcontractor with regard to any Work Order, all insurance policies listed on Exhibit "B" in the amounts reflected therein.

B. Subcontractor, and all sub-subcontractors, drivers, operators, etc. working for Subcontractor, must name the following entities as certificate holders on all required insurance policies:

i. The Client identified in the Prime Contract which relates to any Work Order issued to Subcontractor for the relevant project; and

ii. CrowderGuif, LLC.

C. Prior to start of any Work, Subcontractor must fax a copy of all insurance policies required hereunder to Contractor to the attention of Jenny Todd at (251) 459-7433 and must mail the original policies to Contractor at 5435 Business Parkway, Theodore, Alabama 36582.

D. If Subcontractor has any questions about the required insurance policies, Subcontractor should contact Jenny Todd at (251) 459-7430.

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E. Failure by Subcontractor to obtain or maintain any insurance coverage(s) as required by this Subcontract shall constitute a material default of Subcontractor's obligations and shall, notwithstanding any contract provisions to the contrary, entitle Contractor at its option to immediately (i) stop all Work by Subcontractor pending submission of adequate proof of the existence of proper coverage (no such stop work order shall entitle Subcontractor to additional time or money), (ii) terminate any or all Work Orders and/or this Subcontract for default, (iii) purchase proper coverage(s) and charge all costs thereof to Subcontractor, and/or (iv) withhold any further payments to Subcontractor until arrangements for the required coverage(s) are made.

F. All insurance policies shall contain a provision stating that the coverages afforded thereunder shall not be canceled or not renewed, or restrictive modifications added, until at least thirty (30) days prior written notice has been given to Contractor. Certificates of insurance acceptable to Contractor shall be faxed or mailed to Contractor to the attention of Jenny Todd at the address or facsimile number above prior to the start of any Work. The following statement shall be submitted on each certificate: "The insurance coverage afforded on this certificate will not be materially changed or cancelled without thirty (30) days written notice to the certificate holder." Contractor's receipt of any insurance certificate that fails to comply with any terms herein shall not constitute a waiver of any of Subcontractor's obligations or of any of Contractor's rights hereunder.

G. A waiver of subrogation in favor of Contractor and Client shall be provided from all insurance carriers including the Workers' Compensation carrier.

H. Subcontractor's Commercial General Liability, Automobile Liability, and Workers' Compensation Coverages shall be primary, and any applicable insurance carried by either the Owner or Contractor shall be excess over Subcontractor's insurance.

8. REPRESENTATIONS AND WARRANTIES OF SUBCONTRACTOR.

A. Subcontractor represents and warrants that it is experienced in the type of services to be provided under any Work Order and that it has the necessary equipment, manpower, materials, and funding to perform this Subcontract and any Work Order issued pursuant to this Subcontract in accordance with the requirements and instructions listed on Exhibit "A."

B. Subcontractor warrants to Contractor that all Work will be of good and workmanlike quality and fit for the purpose intended. Subcontractor agrees to correct all Work performed or material supplied by it under this Subcontract which proves defective or deficient within the period of time specified in the Contract Documents. Subcontractor agrees to satisfy such warranty obligations without cost to Contractor or Client. If no warranty is required of Contractor in the Prime Contract, then Subcontractor shall warrant its Work for one year from the date of last performance of work or delivery of materials. This warranty shall be in addition to all other warranties and remedies, express or implied, under Alabama state or federal law. Subcontractor further agrees to execute any special warranties or releases that may be required for Subcontractor's Work prior to final payment for any particular Work Order.

C. Subcontractor hereby represents and warrants that it is not a debarred contractor and understands and agrees that any infraction on its part of local, state or federal law or of this Subcontract, any Work Order, the Prime Contract, or other Contract Documents shall lead to immediate termination of this Subcontract and any Work Order issued pursuant to this Subcontract.

D. Subcontractor warrants and represents that all of its employees and subcontractors are treated equally during employment without regards to race, color, religion, sex, age, disability, veteran

status, military obligations, genetic information, national origin, or any other characteristic protected by applicable state or federal law.

9. SAFETY.

A. Subcontractor agrees to perform all Work required by the Contract Documents so as to avoid injury or damages to persons or property. Subcontractor shall have the affirmative duty to obtain and keep a copy of Contractor's Safety Manual, current as of the date of any applicable Work Order, and to obtain updated copies during the performance of the Subcontract.

B. Subcontractor shall supply all services, equipment and materials under this Agreement in accordance with such Safety Manual and shall comply with any applicable provisions of the Occupational Safety and Health Act and all other applicable federal, state and local government safety codes and regulations.

C. Subcontractor shall be solely responsible for insuring the safety of its employees. Subcontractor shall take all necessary precautions for the safety of its employees and others at the project site and shall at all times maintain discipline and good order among its employees.

D. Subcontractor shall also comply with all safety programs, rules, requirements imposed under the Prime Contract.

10. INDEMNITY.

A. To the fullest extent permitted by law, Subcontractor agrees to save harmless, indemnify and defend the Client, Contractor, and their respective agents, partners, affiliates, directors, officers and employees from any and all claims, demands, losses, damages, fines, penalties, judgments, and costs of suit (including attorneys fees and litigation expenses of any kind) incurred by any party to be indemnified herein arising, directly or indirectly, on account of or in connection with any act or omission of Subcontractor relating in any way to the Subcontract or its performance under any Work Order, regardless of whether such loss, penalty or expense is caused in part by any party to be indemnified herein and regardless of whether such loss, penalty or expense arises out of Subcontractor's use of any materials, tools, machinery or other property of Contractor. Subcontractor's duty of indemnification shall not extend, however, to any loss, penalty or expense caused by the sole negligence of the party seeking to be indemnified herein.

B. Subcontractor's obligations under this article entitled "Indemnity" extend to any loss, penalty or expense attributable to or arising out of any act or omission of any person, firm, or corporation providing services, equipment or materials at the request of Subcontractor or by anyone for whose acts and omissions Subcontractor is otherwise legally liable. For example, Subcontractor shall indemnify and hold harmless Contractor from any liability to Client arising out of an alleged violation of certification requirements of the Contract Disputes Act (41 U.S.C. § 605), the Prompt Payment Act (31 U.S.C. § 3903), or other federal or state statutes relating to the validity of Subcontractor claims, proposals, applications or requests for payment.

C. In any and all claims against the Client, Contractor, or others being indemnified herein by any employee of Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

D. Subcontractor shall be liable to, and shall defend, indemnify, and hold harmless, Contractor for any loss or expense, including reasonable attorneys fees, resulting from Subcontractor's failure to provide or require any insurance coverage described herein.

11. PAYMENT.

A. Subject to the terms of this Subcontract, Contractor agrees to pay Subcontractor as set forth in the Work Order. Unless expressly provided otherwise, all requirements of the Contract Documents are compensated solely and exclusively by the pricing set forth in a duly issued Work Order. No amounts in excess of the amounts specified in the Work Order shall be paid without the written agreement of Contractor, which agreement in writing shall be a condition precedent to any right of Subcontractor to such payments.

B. Notwithstanding anything in the Contract Documents to the contrary, it shall be an absolute condition precedent to any liability of Contractor to pay Subcontractor for progress or final payments for any Work performed by Subcontractor that Contractor be in receipt of payment by Client for such Work. If Client has not paid Contractor, for whatever reason (including, but not limited to, Client's inability to pay, insolvency, bankruptcy or other financial problems), Subcontractor agrees that Contractor shall not be liable to, or indebted to, Subcontractor on account of such Work. Subcontractor accepts the risk that it will not be paid for Work performed by or for Subcontractor in the event that Contractor, for whatever reason, is not paid by Owner for such Work, and Subcontractor relies entirely for payment for Work performed on the credit of Owner, and not of Contractor. In the event Contractor pays Subcontractor for any Work performed pursuant to any Work Order issued hereunder prior to receiving full payment for such Work from Client, Contractor shall not be deemed to have waived of this provision as to any other payment due to Subcontractor.

C. Subject to the foregoing Subsections A and B, payment shall be made as follows:

i. Payments will be based on valid documentation, as provided or required by Contractor or Client at the time of Work performance, showing proof of Work done. Any discrepancy between the documentation showing proof of Work done kept in the records Contractor, Subcontractor, the Client, or any governmental authority will be reconciled, and payment will be adjusted accordingly. Should Subcontractor notice any such discrepancy, it should report the discrepancy to Contractor immediately.

ii. Unless applicable law requires otherwise, Subcontractor shall be paid ninety per cent (90%) on a weekly basis, following the second week. Payment will be made two weeks in arrears on the Thursday following the week ending the previous Sunday.

iii. Subject to reconciliation of Contractor's, Client's, and Subcontractor's records, the retainage withheld on a weekly basis will be paid upon satisfaction of all of the following requirements: (1) the final release of the Prime Contract between Contractor and its Client; (2) the completion by Subcontractor and the acceptance by Contractor and its Client of all Work required under any Work Order issued hereunder, including final clean up and damage repairs; and (3) Subcontractor's provision of proof to Contractor of satisfactory payment and settlement with all of Subcontractor's employees and subcontractors.

12. DUTY TO PAY FOR SERVICES AND SUPPLIES.

A. Subcontractor shall make timely payment for all labor, services, supplies, equipment, and/or sub-subcontracts relating in any way to Subcontractor's Work. If Contractor receives a claim that Subcontractor has not paid for work or materials supplied, then after providing Subcontractor ten (10)

days' notice of these claims, Contractor may, but is not obligated to, resolve the claims itself and pay the claims from any monies due or to become due Subcontractor. The liability of Subcontractor hereunder shall extend to and include the full amount of any and all sums paid and obligations assumed by Contractor in good faith under the belief that such amounts were properly payable by Subcontractor. As Contractor's administrative fee for handling the claims, Contractor shall be entitled to 20% of the amount of the claims from Subcontractor. In the event the unpaid balance payable to Subcontractor is not sufficient to satisfy Subcontractor's liability under this Article, Subcontractor shall pay to Contractor all the balance of any obligation defined herein.

B. If Subcontractor objects within the ten (10) day notice period to Contractor resolving any claim, or Contractor is unable to resolve any claim, and litigation, mediation, or arbitration is initiated, Contractor shall have the right to retain out of any payment due or to become due under the Subcontract an amount sufficient to indemnify Contractor against such lien or claim, including reasonable attorneys' fees and litigation, mediation, or arbitration expenses.

13. **FORFEITURE OF RETAINAGE.** Subcontractor's failure to complete final cleanup in its assigned work areas to the satisfaction of Contractor and the Client, will result in forfeiture of the Subcontractor's retainage. Contractor may, in exercise of its sole and absolute discretion, hire other subcontractors and pay them out of the retainage withheld from Subcontractor to complete the final cleanup.

14. **TAXES.** Subcontractor agrees to pay all local, state, and federal taxes incurred during the performance of the Subcontract and any Work Orders issued pursuant to it; and Subcontractor specifically agrees to make all necessary withholding tax deductions from employees' salaries for state and federal taxes and shall provide all persons employed with the necessary and appropriate 1099, and/or W-2 statements as required by law.

15. **ASSIGNMENT.**

A. Subcontractor may not assign or sub-subcontract any portion of its Work under any Work Order without the prior written consent of Contractor, which consent may be granted, granted upon satisfaction of certain conditions, including but not limited to Subcontractor's mandatory use of a sub-subcontract substantially in the form of one which may be provided to Subcontractor by Contractor, or withheld in its sole discretion. In the event Subcontractor does, with Contractor's prior written consent, assign or sub-subcontract any portion of its Work, Contractor shall and is hereby deemed to be a third-party beneficiary of said assignment or sub-subcontract and shall have the right, but not the obligation, to directly enforce the terms thereof, including the right to terminate any sub-subcontractor or materials supplier and to require Subcontractor to perform the Work sub-subcontracted or assigned itself.

B. Contractor may assign this Subcontract to any party and shall, in the event of such an assignment, provide prior or contemporaneous notice thereof to Subcontractor.

16. **NOTICES.** All notices and communications required or permitted to be given to any Party hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date when delivered by hand; (ii) upon receipt when delivered by electronic mail, proof of which may be satisfied by delivery confirmation produced by the sender's electronic mail software; (iii) the next business day after delivery by a reputable overnight delivery service; or (iv) three (3) business days after being placed in the United States Mail. All notices shall be directed to the appropriate party at the addresses set forth below:

If to the Contractor:

CrowderGuif, LLC
5435 Business Parkway

CrowderGuif, LLC
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D. J. G.
Subcontractor Initials

Theodore, Alabama 36582
Attention: Ashley Ramsay
Email: aramsay@crowdergulf.com

If to the Subcontractor:

Bil-Jim Construction Company, Inc.
577 South Hope Chapel Rd.
Jackson, NJ 08527
Attention: Carol Hordichuk
Email: cferrisolo@biljim.com

A party may change its respective contacts, addresses and facsimile numbers set forth above upon written notice to the other party or parties.

17. DEFAULT.

A. Subcontractor's (or Subcontractor's approved sub-subcontractor's or assignee's) failure to perform any one or more of the terms of any Work Order, Subcontractor's inability to provide Contractor with satisfactory evidence of Subcontractor's financial ability to perform any obligations thereunder, or Subcontractor's failure to comply with any provision of this Subcontract shall constitute a default. Contractor may, at Contractor's sole option, after 24 hours notice to Subcontractor, either (a) provide the labor, materials, equipment and supplies and other items necessary to perform the Work and discharge the other obligations of Subcontractor or (b) terminate the Work Order for default and arrange for the performance of all of Subcontractor's obligations by Contractor or others. In either event, Contractor shall be entitled to recover from Subcontractor any costs or damages incurred and may deduct such costs or damages from any money then due or thereafter to become due under any or all Work Orders issued hereunder or other written agreements between the parties. Such costs and damages shall include, but not be limited to, costs and expense of labor, materials, rental equipment, subcontractors, reasonable allowance to Contractor for use of Contractor's equipment (based on A. E. D. rental rates, latest edition), and reasonable allowance for overhead expenses and normal profit. Any amount owed by Subcontractor to Contractor in excess of any balances otherwise payable by Contractor to Subcontractor shall be paid by Subcontractor on demand.

B. In case of any default hereunder, Contractor may take exclusive possession of any materials and equipment on the project belonging to Subcontractor and use the same in the completion of the Work, free of all claims for the value of said materials and for the rental of said equipment, and free of all claims for depreciation and ordinary wear and tear.

C. Determination of default made by Contractor in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on the Contractor's right to proceed as herein provided.

18. **APPLICABLE LAW.** All rights and liabilities of the parties under the Subcontract shall be interpreted and enforced under the laws of the State of Alabama.

19. DISPUTE RESOLUTION.

A. The parties expressly agree to attempt in good faith to negotiate any controversy or claim arising out of or relating to this Subcontract or any Work Order, or the breach thereof. Further, the parties agree to mediate in Mobile County, Alabama, any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation which shall proceed under the American Arbitration Association Construction Industry Mediation Rules. Any dispute remaining after completion of

CrowderGulf, LLC
Master Subcontract, Edition Aug.2012

10

D.J.
Subcontractor Initials

mediation between Contractor and Subcontractor (or after the mediator has declared an impasse) shall be resolved through litigation in a court of law. However, the exhaustion of the dispute resolution remedies set forth herein is a condition precedent to any such litigation.

B. The Subcontractor agrees not to communicate directly with the Client regarding any claim, dispute or other matter in question between the Subcontractor and Contractor arising under the Subcontract or any Work Order, unless the Subcontractor is required to do so under federal, state or local law.

C. The claims and disputes of Contractor, Subcontractor and other subcontractors, sub-subcontractor and/or suppliers involving a common question of fact or law shall be heard by the same mediator in a single proceeding.

D. Alabama state law shall apply to the resolution of all issues, and venue shall exclusively lie in a state or federal court of competent jurisdiction located in Mobile, Alabama. Any litigation shall be conducted solely as a bench trial, and THE PARTIES HERETO SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM THEY MAY HAVE.

20. WORK CONTINUATION AND PAYMENT. Unless otherwise agreed in writing, Subcontractor shall carry on the Work and maintain the schedule of Work under any Work Order pending any and all dispute resolution procedures. If Subcontractor is continuing to perform, Contractor shall continue to make payments in accordance with the Subcontract.

21. INSPECTION OF BOOKS AND RECORDS.

A. Subcontractor shall make all of its books and records regarding any Work hereunder available for inspection and copying by Contractor and/or Client for either a period of five years or the period of time Contractor must make its records available to Client under the Prime Contract, whichever is longer, following the completion of the Work. In the event Contractor or Client suspects that Subcontractor has submitted incorrect or fraudulent billings or invoices, Contractor may withhold any future payments to Subcontractor until a full review and audit of Subcontractor's records has been completed.

B. Subcontractor agrees to make all project records available at the jobsite to Contractor for the purpose of inspection and/or substantiating the billings submitted by Subcontractor within 24 hours after Contractor makes a request for such records.

22. BOND.

A. At the option of Contractor, Subcontractor shall furnish Contractor with separate performance and payment bonds covering any Work Order issued hereunder. Such bonds will be upon terms acceptable to Contractor and will have a satisfactory corporate surety. Each bond shall be in an amount equal to 100% of the total amount of the Work Order. The requirement for a bond and the manner of payment therefore shall be set forth in the applicable Work Order.

B. If Contractor has supplied a bond to Client for the Work being performed by Subcontractor, then the following provision shall apply:

Notice to Contractor of Bond Claims. If after making payment to Subcontractor, Contractor receives written notice from a supplier or a second-tier subcontractor of a deficiency (including a failure to pay) in Subcontractor's performance, Contractor may, after providing notice to Subcontractor and without incurring an obligation for late payment interest penalty, withhold from Subcontractor's next available payment or deduct from the next payment

application an amount sufficient to compel prompt remedial performance. Contractor shall withhold this amount until it receives satisfactory written notification from the supplier or second-tier subcontractor that the subcontract performance deficiency has been corrected. After receiving satisfactory written notice, Contractor shall pay the withheld amount due Subcontractor as follows:

1) Amounts held in Contractor's possession shall be paid as soon as practicable but no later than seven (7) days after receipt of such satisfactory notification.

2) Amounts held by Client shall be paid within seven (7) days of receipt from Client by Contractor.

23. **LIQUIDATED DAMAGES.** If the Prime Contract provides for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and such damages are assessed, then Contractor may assess the same against Subcontractor in proportion to Subcontractor's share of the responsibility for such delay. However, the amount of such assessment shall not exceed the amount assessed against Contractor. Nothing set forth herein shall limit Subcontractor's liability to Contractor for Contractor's actual delay damages caused by Subcontractor's delay. Subcontractor shall remain liable to Contractor for Contractor's actual damages caused by Subcontractor's delay, except that in all instances subcontractor liability shall not exceed the amount it has been paid by contractor.

24. **WAIVER.** The failure of either party to invoke any provision hereof or assert any right given herein on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

25. **NO PRIOR AGREEMENTS.** This Subcontract, along with any Work Order issued to Subcontractor hereunder, constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals.

26. **MODIFICATIONS.** No modification of this Subcontract shall be enforceable unless it is set forth in a writing signed by the party against whom the modification is asserted.

27. **SEVERABILITY.** The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision of the Subcontract is found unenforceable by any court or tribunal, Contractor and Subcontractor agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of the Subcontract shall not be otherwise affected.

28. **TITLES.** The titles given to the individual provisions of this Subcontract are for ease of reference only and shall not be relied upon or cited for any other purpose.

29. **TERM AND TERMINATION.**

A. This Subcontract shall continue in full force and effect until terminated as provided herein. Either party may terminate this Subcontract, with or without cause, upon seven (7) days written notice to the other party. Subject to Article 30, in the event of the termination of this Subcontract, Contractor and Subcontractor shall continue in the mutual performance of all Work required by any Work Order issued to Subcontractor prior to the effective date of termination.

B. If, after giving notice of termination of this Subcontract, it is determined for any reason that Subcontractor was wrongfully terminated or that Contractor was not entitled to the remedies against Subcontractor provided herein, then Subcontractor's remedies against Contractor shall be limited to recovery of any portion of Subcontractor's fee earned through the date of termination, but Subcontractor

CROWDERGULF, LLC
Contractor

By: Ashley Ramsay (Sign)
Print Name: Ashley Ramsay
Is: Vice Pres / CDO

Witness: Jenny Todd
Print Name: Jenny Todd

Bil-Jim Construction Company, Inc.
Subcontractor

*By: David L. Johnson (Sign)
Print Name: David L. Johnson
Is: Vice President

Witness: C. Hordichuk
Print Name: Carolyn J. Hordichuk

REQUIRED INFORMATION

Company Name: Biljims Construction Company, Inc.
 Contact Name: Carol Hordichuk
 Address: 577 South Hope Chapel Rd. City: Jackson State: NJ Zip Code: 08527
 Phone #: 732-370-9299 Cell Phone #: _____
 Fax #: 732-905-1084 Email: cherriola@biljim.com
 Social Security/Federal I.D. #: 22-1772136

Please check all that apply:

- Disabled Veteran Owned
 Hub Zone
 Small Business
 Small Disadvantaged Business
 Veteran Owned
 Woman Owned

Insurance Certificate must be sent to CrowderGulf office in order to verify the following coverage:

Liability Insurance: 1,000,000
 Auto Insurance: 1,000,000
 Worker's Comp 500,000

Checks to be sent to: (One option must be checked)

- Satellite Location
 Mailed To Office/Residence
 Fed Ex To Office/Residence (Account Number Must Be Included)

Please note, once you have received your first check, this is where all checks will be sent unless the DAO office is notified in writing.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the Subcontractor's responsibility to familiarize themselves with all rules and regulations governing this program.

CrowderGulf Disaster Administration Office
 5435 Business Parkway
 Theodore, Alabama 36582
 251-459-7430 (phone)
 251-459-7433 (fax)

* ALL DOCUMENTATION MUST BE PROVIDED TO THE DAO OFFICE NO LATER THAN TEN DAYS FOLLOWING THE EXECUTION OF THIS SUBCONTRACT.

EXHIBIT A

SUBCONTRACTOR REQUIREMENTS AND INSTRUCTIONS

As the Subcontractor, I have read and understand that the following list is part of the Subcontractor's responsibilities and by signing this subcontract, I agree to abide by the said requirements.

Subcontractor Requirements:

Personnel

1. A list of all personnel and subcontractors per job site, with names and phone numbers, will be made available to CrowderGulf.
2. Federal contractors and subcontractors are required to use E-Verify as of September 8, 2009. Executive Order 12989 mandates the electronic verification of all employees working on any federal contract. The amended Executive Order reinforces the policy that the federal government supports a legal workforce. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of that employee to work in the United States.
3. A Subcontractor foreman or supervisor must be present with crews to provide oversight.
4. Subcontracting by Subcontractor should be limited to one tier. Failure to comply will result in possible termination of said subcontract.

Equipment / Debris Hauling Trucks

4. All vehicles, equipment, fuel, materials, parts, tires, and clean-up in work areas will be provided by Subcontractor at no cost to CrowderGulf.
5. All equipment and trucks are serviced and maintained on a regular basis and have been checked for the following safety requirements:
 - a. Tires appear in acceptable condition
 - b. Brake lights work
 - c. Turn signals work
 - d. Reverse lights work
 - e. Backup alarm working
 - f. Horn working
 - g. Any removable components (sideboards, tailgates, etc.) are secured
 - h. Tailgate is properly secured and is a FEMA approved tailgate that opens from the side.
 - i. No false bottoms, hidden tanks, or other load altering devices are in place.
6. All trucks used to haul debris, at a minimum, are capable of rapidly dumping its load without the assistance of other equipment; and/or if equipment is needed to unload trucks, it will be provided by the Subcontractor.
7. All trucks hauling debris will have a tailgate that will effectively contain the debris during the transport and permit the truck to be filled to capacity. Tailgates should meet FEMA requirements and should not be made from plastic mesh. Metal fence gate, turkey wire or cattle wire can be used if approved by FEMA/City/County.
8. Sideboards or other extensions to the truck bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are to be constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bed sides. Use of any other types of sideboards must be approved by CrowderGulf and City/County prior to certification.

9. All truck drivers will have a valid driver's license and/or a CDL certification (if applicable).
10. Trucks will have current registration (bill of sale for new trucks, if within 30 days, will be accepted until registration is issued) in the truck at all times.
11. Hand loading of debris hauling trucks will not be permitted under any circumstance.
12. All trucks will have current proof of insurance in the truck at all times.
13. Subcontractor assures that all loads are transported without threat of harm to the general public, private property, and public infrastructure. Any debris above the top rail poses a threat to utility lines and possibly the public.
14. All trucks will be certified by City/County representative before hauling any loads.
 - a. All trucks will have a placard with certified number and measured cubic yardage written on it and placed on the driver's side of the truck bed and in clear view for tower personnel.
 - b. IF for any reason the cubic yards change, the truck MUST be recertified immediately and a new certified number will be issued.
 - c. All trucks will have a copy of the truck certification with the truck at all times.

Safety

15. Subcontractor agrees to adhere to CrowderGulf's written Safety / Health Policy, a copy of which can be obtained at the Disaster Administration Office located in Theodore, Alabama or your local field office.
16. The Subcontractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s). All traffic safety signs and equipment will be furnished by Subcontractor at no cost to CrowderGulf and be in accordance with the latest Manual of Uniform Traffic Control Device, to include but not limited to:
 - a. Traffic signs (ROAD WORK AHEAD, ONE LANE ROAD AHEAD, FLAGMAN SYMBOL, etc.) must be in acceptable condition and not homemade
 - b. One flagger must be provided for every truck unless otherwise stated in the Master Agreement or stopping traffic then two or more may be required.
 - c. One orange vest and one hard hat for each ground crew member *if required*
 - d. Adequate cones to place one per 20 linear feet of work zone
 - e. Two stop/slow paddles for flagmen
 - f. First Aid Kit
 - g. A fully functional fire extinguisher for all vehicles
17. If crew has chainsaw operator, the following will be in place:
 - a. Hand, foot, leg (chaps), eye, face, hearing and ear protection for chainsaw operator
 - b. Orange highway hard hat, vest, cap and shirt for chainsaw operator
 - c. No-loose fitting clothing can be worn.
18. Subcontractor agrees to adhere to CrowderGulf's written Drug / Alcohol Policy, a copy of which can be obtained at the Disaster Administration Office located in Theodore, Alabama or your local field office.

CrowderGulf is an Equal Opportunity Employer. It is our policy to provide an employment and work process free of any unlawful discrimination. We will promote the value of a diverse work force, which fosters fair treatment of all individuals based on knowledge, skill, ability and performance.

EXHIBIT B

REQUIRED INSURANCE POLICIES

<u>Policy</u>	<u>Limit</u>
General Liability	(\$1,000,000/per occurrence)
Commercial Auto Liability	(\$1,000,000/per occurrence)
Workman's Comp	(\$500,000/per occurrence)

1. The following must be named as certificate holders on your auto, general liability and workman's comp policies:

- i. CrowderGulf, LLC
5435 Business Parkway, Theodore, Alabama 36582;
- ii. The City or County where you are working as stated in the Work Order.

2. Have your insurance agent fax a certificate verifying your policy information for general liability, auto liability, and worker's compensation to (251) 459-7433 ATTN: Jenny Todd, original should be mailed to CrowderGulf.

If you have any questions, contact Jenny Todd at (251) 459-7430.

* The following statement shall be submitted on each certificate: "The insurance coverage afforded on this certificate will not be materially changed or cancelled without thirty (30) days written notice to the certificate holder."

NOTE: All subcontractors must furnish insurance certificates for general liability, automobile and workman's comp, before the first check is issued. If for any reason CrowderGulf does not receive this documentation, it will result in termination and/or deduction of insurance from the weekly paycheck.

Form **W-9**
 (Rev. January 2011)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Bill-Jim Construction Co., Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) >

Exempt payee

Other (see instructions) >

Address (number, street, and apt. or suite no.)
577 South Hope Chapel Road

City, state, and ZIP code
Jackson, New Jersey 08527

Requester's name and address (optional)

Last account number(s) here (optional)

Part III Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 5.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									
2	2		1	7	7	2	1	3	6

Part IV Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here: Signature of U.S. person > *C J Hardwick* Date > February 28, 2013

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

CrowderGulf Subcontractor Safety Agreement Debris Hauling Minimum Safety Requirements

This Subcontractor Safety Agreement sets forth the minimum safety requirements for Subcontractors hired by CrowderGulf to perform debris loading and hauling. All Subcontractors shall perform work in the safest manner possible. Subcontractor's own safety policy shall be equally as stringent or more stringent than CrowderGulf's policy set forth here. Subcontractor must review the list of requirements, initial next to each item on the list and sign page 2, then email a signed copy of it to the CrowderGulf District Administrative Office at jzemlik@crowdergulf.com and todd@crowdergulf.com. It is Subcontractor's responsibility to communicate the following minimum safety requirements to all personnel employed or subcontracted by Subcontractor. The safety requirements herein pertain to the removal of debris using mechanized means to complete the loading and hauling or storm related materials. In the event that the scope of Subcontractor's work extends beyond debris loading and hauling, then the CrowderGulf Safe Practices Manual shall govern Subcontractor's work, and Subcontractor shall follow the policies and procedures established therein.

If you have any questions or would like a copy of the complete Safe Practices Manual, please contact Jeff Zemlik, Safety Director, at jzemlik@crowdergulf.com or by phone at 251-509-9422.

Vehicle and Driver Safety Requirements

- (Initials)*
~~DJA~~ Must be appropriately licensed for the vehicle.
- ~~DJA~~ Must adhere to all local, state, and federal regulations.
- ~~DJA~~ The driver is responsible for the load hauled; load must be secure and no more than 6" outside the confines of the bin.
- ~~DJA~~ Drivers must obey all posted speed limit and traffic signs and drive in a courteous manner.
- ~~DJA~~ Seatbelts are mandatory while vehicle is in motion.
- ~~DJA~~ Cell phones, handheld devices and personal electronics are strictly forbidden while the vehicle is in motion.
- ~~DJA~~ All lights, mirrors, glass, and equipment shall be in working order.
- ~~DJA~~ When in transport, boom must be in the appropriate position as dictated by the manufacturer
- ~~DJA~~ Working back up alarm or the use of a spotter is required.
- ~~DJA~~ Daily vehicle safety inspections are required.
- ~~DJA~~ ABC fire extinguisher is required in all equipment.
- ~~DJA~~ Driving while under the influence of alcohol or drugs is strictly prohibited.
- ~~DJA~~ When exiting the vehicle, be aware of surrounding civilian traffic.

PPE Requirements

- (Initials)*
~~DJA~~ While outside the vehicle, the required PPE is mandatory.
- ~~DJA~~ High visibility garment or high visibility vest must be worn.
- ~~DJA~~ ANSI approved Z-87 safety glasses must be worn.
- ~~DJA~~ Ankle supporting, steel toe(or similar) must be worn
- ~~DJA~~ Hard hat shall be worn when working around heavy equipment or if an overhead hazard is present.

DJA.

D29 When manually handling material, leather, abrasive resistant work gloves are recommended and shall be made available.

Safe Self-Loader Operating Requirements
(Initials)

- D29* Keep 10' or greater distance away from overhead power lines.
- D29* Treat all downed power lines as if they are hot.
- D29* Out riggers must not be lowered until all workers are clear of the area
- D29* Riding on the loader while the vehicle is in motion is prohibited.
- D29* Do not operate loader if workers are below the load.
- D29* It is recommended that each truck have a spill kit available in the event of fluid leak.
- D29* Three points of contact must be used when entering and exiting the loader.

Equipment Safety Requirements
(Initials)

- D29* Working back up alarm or spotter is required when in reverse or working in congested areas.
- D29* Roll-Over Protections System or ROPS must be present of every piece of equipment.
- D29* Seatbelts must be in good condition and must be worn.
- D29* The use of cell phones, PDA's or any personal electronic equipment is prohibited.
- D29* ABC fire extinguisher is required in all equipment.
- D29* Minimum 10' clearance from overhead power lines.
- D29* The machine must be used for the purpose in which it was designed.
- D29* Attachments used must be in working order and only used if compliant with the manufactures design.
- D29* Only one rider per seat belt. Unbelted riders are not permitted.
- D29* It is recommended that spill kits be available.
- D29* Working surface must be able to support the weight of the machine.

I, David L Johnson (Print Name of Officer), of Bil - Jim Cont Co Inc
(Print Company Name) ("Subcontractor") acknowledge that I have

received, reviewed, and agree to abide by the foregoing minimum safety requirements for Subcontractors of CrowderGulf. Furthermore, I agree to inform all personnel contracted or hired by Subcontractor of these minimum safety requirements. I acknowledge that any one or more violations of these requirements may result in immediate termination of the Subcontract or any Work Order issued thereunder.

Subcontractor: Bil - Jim Cont Co Inc

By: David L Johnson (Signature)

Print Name: DAVID L JOHNSON

As Its: V.P. (Title)

D29

CrowderGulf Subcontractor Safety Agreement Marine Debris Removal Minimum Safety Requirements

This Subcontractor Safety Agreement sets forth the minimum safety requirements for Subcontractors hired by CrowderGulf to perform marine debris loading and hauling. All Subcontractors shall perform work in the safest manner possible. Subcontractor's own safety policy shall be equally as stringent or more stringent than CrowderGulf's policy set forth herein. Subcontractor must review the list of requirements, initial next to each item on the list and sign page 2, then email a signed copy of it to the CrowderGulf District Administrative Office at @crowdergulf.com and @crowdergulf.com. It is Subcontractor's responsibility to communicate the following minimum safety requirements to all personnel employed or subcontracted by Subcontractor. The safety requirements herein pertain to the removal of marine debris using mechanized means to complete the removal and transport of storm related materials. In the event that the scope of Subcontractor's work extends beyond removal and transport of marine debris, then the CrowderGulf Safe Practices Manual shall govern Subcontractor's work and Subcontractor shall follow the policies and procedures established therein.

If you have any questions or would like a copy of the complete Safe Practices Manual, please contact Jeff Zemlik, Safety Manager, at @crowdergulf.com or by phone at 251-509-9422.

Vessel and Captain Safety Requirements

(Initials)

- ~~D29~~ Must be appropriately licensed for the vessel.
- ~~D29~~ Must adhere to all local, state, and federal regulations.
- ~~D29~~ The captain is responsible for the load hauled; load must be secure and not present a shifting danger to others on the boat.
- ~~D29~~ Captains must obey all posted signs and adhere to the rules of the water.
- ~~D29~~ It is recommended that all personnel remain seated when the boat is traveling.
- ~~D29~~ Cell phones, handheld devices and personal electronics are strictly forbidden while the vessel is in motion.
- ~~D29~~ All lights, mirrors, glass, and equipment shall be in working order.
- ~~D29~~ When in transport, boom must be in the appropriate position as dictated by the manufacturer, if applicable.
- ~~D29~~ Designate and use a spotter when operating in reverse.
- ~~D29~~ Daily vessel safety inspections are required.
- ~~D29~~ ABC fire extinguisher is required in all equipment.
- ~~D29~~ Operating a vessel while under the influence of alcohol or drugs is strictly prohibited.
- ~~D29~~ When exiting the vehicle, be aware of surrounding civilian traffic.
- ~~D29~~ No wake zone 75' from all off loading sites.
- ~~D29~~ Walking surfaces shall be kept free of debris and ice.

PPE Requirements

(Initials)

- ~~D29~~ While outside the pilot house, the required PPE is mandatory.
- ~~D29~~ Personal Floatation Device must be worn when outside the pilot house.
- ~~D29~~ ANSI approved Z-87 safety glasses must be worn.
- ~~D29~~ Ankle supporting, steel toe(or similar) must be worn

D29.

- D20 Hard hat shall be worn when working around heavy equipment or if an overhead hazard is present.
- D24 When manually handling materia, abrasive resistant work gloves are recommended and shall be made available.

Removal of marine debris requirements
(Initials)

- D26 Keep 10' or greater distance away from overhead power lines.
- D27 Treat all downed power lines as if they are hot.
- D28 Any boom type device must not be lowered until all workers are clear of the area
- D29 Do not attempt any type of lift if workers are below the load.
- D29 It is required that each vessel have a spill kit available in the event of fluid leak.
- D27 Three points of contact must be used when entering and exiting the vessel.

Equipment Safety Requirements

- (Initials)
- D21 Vessels must be compliant with Coast Guard safety requirements.
 - D28 Man overboard drill/training is required for each crew member before work begins.
 - D29 Throw-able PFD must be on board.
 - D27 The use of cell phones, PDA's or any personal electronic equipment while operating is prohibited.
 - D29 ABC fire extinguisher is required in all equipment.
 - D28 Minimum 10' clearance from overhead power lines.
 - D29 Attachments used must be in working order and only used if compliant with the manufactures design.
 - D29 Working/walking surfaces shall be kept in neat and orderly condition.
 - D29 Hoisting, lifting or tugging lines/cables must be inspected and kept in good condition. Lines/cables found in disrepair must be immediately removed from the work site.

I, David L Johnson (Print Name of Officer), of B.I. Jim Const Co Inc. (Print Company Name) ("Subcontractor") acknowledge that I have received, reviewed, and agree to abide by the foregoing minimum safety requirements for Subcontractors of CrowderGulf. Furthermore, I agree to inform all personnel contracted or hired by Subcontractor of these minimum safety requirements. I acknowledge that any one or more violations of these requirements may result in immediate termination of the Subcontract or any Work Order issued thereunder.

Subcontractor: B.I. - Jim Const Co Inc.

By: David L Johnson (Signature)

Print Name: David L Johnson

As Its: V.P. (Title)

D24.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [New Jersey Class Action Seeks Unpaid Prevailing Wages for Superstorm Sandy Repair Project](#)
