The public may attend the meeting in person or view it online.

City Council Meeting Agenda
City of Prairie Village
Council Chambers
Monday, April 6, 2026
6:00 PM

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Approval of the Agenda

V. Introduction of Students and Scouts

VI. Presentations

A. SevenDays Proclamation

B. Arbor Day Proclamation

VII. Public Participation

Participants may speak for up to three minutes. To submit written comment to the Council regarding current agenda items, please email cityclerk@pvkansas.com prior to 3 p.m. on the meeting date. Comments will be shared with Councilmembers prior to the meeting.

VIII. Consent Agenda

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

A. Minutes

i. Consider approval of March 2, 2026 City Council meeting minutes

B. Consider approval of claims ordinance #3060

C. Consider approval of renewing the debris management contract with AshBritt

D. Consider Bid Award for Purchase of Swimming Pool Chemicals

E. Consider Bid Award for Purchase of Highway Rock Salt

F. Consider award of contract with Superior Bowen for the 2026 UBAS Program (UBAS2026) and Somerset UBAS from Mission to State Line (SODR0005)

G. Consider the School Resource Officer Agreement with the Shawnee Mission School District

IX. Committee Reports

A. Insurance Committee - Consider 2026-2027 insurance renewals - Jason Hannaman

X. Mayor's Report

XI. Staff Reports

A. 2025 Annual Crime Statistics - Chief McCullough

B. Coyote Education and Update - Chief McCullough

XII. Old Business

XIII. New Business

A. Consider 2027-2031 County Assistance Road System (CARS) Program - Melissa Prenger

B. Consider award of contract with Vance Brothers for the 2026 Crack Seal/Micro Surfacing Program - Melissa Prenger

C. Consider Approval to Add 83rd Street Improvements to the 2026 Residential Street Program - Melissa Prenger

D. Consider Amendment No. 1 with McCown Gordon Construction, LLC for the Guaranteed Maximum Price for the Construction of the Municipal Complex Improvements (BG510003) - Keith Bredehoeft

E. Consider Approval of a Contract with INSCO Environmental for the Asbestos Abatement Service for the Municipal Complex Improvements Project - Keith Bredehoeft

F. Consider Approval of a Contract with Axiom Service Professionals for the Asbestos Abatement Monitoring Services for the Municipal Complex Improvements Project - Keith Bredehoeft

XIV. Council Committee of the Whole (Council President presiding)

XV. Announcements

A. Mayor's Announcements

XVI. Adjournment

A. Informational Items

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City Clerk at 913-385-4616, no later than 48 hours prior to the beginning of the meeting.

CITY OF PRAIRIE VILLAGE
Proclamation

SevenDays 2026

WHEREAS, SevenDays Make a Ripple, Change the World works to overcome hate by promoting kindness and understanding through education and dialogue; and

WHEREAS, SevenDays provides opportunities that encourage all people to participate in activities that promote and practice kindness; and

WHEREAS, SevenDays 2026 will commemorate its second decade focused on teaching kindness and making a ripple to change the world; and

WHEREAS, SevenDays 2026 begins on Monday, April 20, and will feature the Ripples of Kindness Breakfast on Thursday, April 23—a celebration of area youth and the announcement of the sixth annual Ripple of Kindness honorees—and will continue through Tuesday, April 28; and

WHEREAS, SevenDays continues its daily themes of Love, Discover, Others, Connect, You, Go, and Onward, bringing people from all walks of life together to overcome hate through acts of kindness; and

WHEREAS, the memories of three wonderful and unique people—Reat Underwood, Dr. William Corporon, and Terri LaManno—will be honored through kindness and understanding; and

WHEREAS, SevenDays expands acts of compassion, acceptance, and understanding to all who gather; and

WHEREAS, we fully support and encourage all in Prairie Village, Kansas, including residents, businesses, organizations, and visitors, to come together during SevenDays to act more kindly and to be more understanding of differences, thereby making the world a better place, one ripple at a time.

Now, therefore, I, Mayor Eric Mikkelson, Mayor of the City of Prairie Village, Kansas, do hereby proclaim April 20 through April 28, 2026, as

SevenDays of Kindness

in Prairie Village, KS and urge all citizens to engage in acts of kindness and remember the events of April 13, 2014, not only for the losses of that day but also for the significance of the powerful and enduring vow to overcome hate with kindness.

_____

Mayor Eric Mikkelson

_____

Adam Geffert, City Clerk

CITY OF PRAIRIE VILLAGE

Proclamation

Arbor Day 2026

Whereas, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now therefore, I, Eric Mikkelson, Mayor of Prairie Village, Kansas, do hereby proclaim April 24, 2026, as

Arbor Day

In the City of Prairie Village, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

_____

Mayor Eric Mikkelson

_____

Adam Geffert, City Clerk

City of Prairie Village Tree Board
Arbor Day Honoree Nomination Form

Mission: The annual Arbor Day observance presents an opportunity for the Prairie Village community to recognize the efforts and contributions of outstanding citizens who have made a difference in Prairie Village.

Criteria: Nominee's efforts should have had a positive and lasting impact on the community; Nominees may be living or deceased individuals or couples; Nominees may have served the community in any capacity.

Guidelines: Nominations will be accepted until the last day in February. Nominations received after that date will be considered in the following year.

Nomination: Arbor Day Honorary Tree Planting 2026

Nominee Name: Sarah Lynn Milgrim

Nominee Address: The Milgrim Family
5009 W. 68th Terrace, Prairie Village, KS 66208

Sarah Lynn Milgrim was born on December 29th, 1998, and grew up in Prairie Village. Though she travelled throughout the world, she called Prairie Village home. Sarah was an outstanding citizen who devoted her life to making positive change in the world.

Sarah was passionate about environmental sustainability, animal welfare, and her Jewish culture and heritage. From a young age, she was environmentally conscious: she picked up trash while walking through the neighborhood and encouraged family and friends to recycle and compost. During college, Sarah worked a summer job for the Overland Park Public Works Department testing water quality throughout Johnson County. When Sarah encountered a stray dog, she would keep it in our backyard until the owner could be located. Injured and abandoned baby animals were taken to Lakeside Nature Center for care. Throughout her short life, Sarah participated in many volunteer activities through religious organizations, school and her sorority.

During her life, Sarah strove to bring peace to the Middle East by building bridges and connecting people through diplomacy. Sarah stood up for social causes, spoke for those who don't have a voice, and developed relationships with people of different cultures. She moved through the world with kindness and a deep love for peace and humanity. She was not only committed to making the world a better place, she believed it could be done.

Sarah's life was suddenly and tragically cut short, at the age of twenty-six, when she was killed by an act of terrorism and hate. To honor Sarah's love for all life, we feel a tree should be planted in her name, in a park near her home, so Prairie Village residents will learn of Sarah's goodness and witness this tree, in her memory, grow.

Nominated By: Nancy, Bob and Jacob Milgrim, Hannah, Michelle and Rich Soyer, Marlene Nagel, Emma Chalk, amanda Birger, Libby Bernal Lahovary, Christophe Lahovary, Art and Tonyia Kennedy, Laura and Leo Kenny, Dr. David and Liz Bamberger, Cathy and Charlie Zitnik

Date: 1/10/2025

Contact Information (email and/or phone #) 1michellesoyer@gmail.com 515-681-0871

Nomination forms should be sent to: Prairie Village Tree Board
3535 Somerset Drive
Prairie Village, KS 66208
or email to publicworks@pvkansas.com

PRAIRIE VILLAGE
KANSAS

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
MARCH 2, 2026

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 2, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the city clerk with the following councilmembers in attendance: Cole Robinson, Terry O'Toole, Ron Nelson, Andy Logan, Nathan Vallette, Tyler Agniel, Nick Reddell, and Betsy Lawrence. Staff present: Eric McCullough, Chief of Police; Melissa Prenger, City Engineer; City Attorney Alex Aggen, Hunter Law Group; Wes Jordan, City Administrator; Nickie Lee, Deputy City Administrator; Meghan Buum, Assistant City Administrator; Tim Schwartzkopf, Assistant City Administrator; Jason Hannaman, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Agniel made a motion to approve the agenda as presented. The motion was seconded by Mr. Reddell and passed 8-0.

INTRODUCTION OF STUDENTS AND SCOUTS

Two students from Rockhurst High School were present to fulfill a requirement of their U.S. Government class.

PRESENTATIONS

- Chief McCullough recognized Officer Casey Dalton, Officer Hunter Longoria, and Sergeant Pat Mahoney for saving the lives of two individuals.
- Ms. Lawrence read a proclamation recognizing March as Women's History Month.
- Mayor Mikkelson recognized resident Harold Hamann's 102nd birthday, and read a proclamation noting details of his life.

*Councilmember Inga Selders arrived during presentations.

PRAIRIE VILLAGE
KANSAS

PUBLIC PARTICIPATION

- Jim Robserg, Ward 1, stated his opposition to potentially moving public participation to the end of council meetings.
- Pam Justus, Ward 6, expressed her objection to the resolution regarding immigration enforcement in Minneapolis, council priorities, and the municipal complex project.

CONSENT AGENDA

Mayor Mikkelson asked if there were any items to be removed from the consent agenda for discussion:

1. Consider approval of regular city council meeting minutes – February 17, 2026
2. Consider appointment of civil service board members
3. Consider reappointment to the diversity committee

Mr. Reddell made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: "aye": Robinson, O'Toole, Selders, Nelson, Logan, Vallette, Agniel, Reddell, Lawrence. The motion passed 9-0.

COMMITTEE REPORTS

None.

MAYOR'S REPORT

- The Mayor shared information about events that had taken place since the prior council meeting:
  - A Johnson County United meeting to discuss events planned for the World Cup
  - A Mayor's Prayer Breakfast event in Kansas City, MO
  - A meeting with the Johnson County Appraiser
  - Several in-person meetings with residents
  - A council work session on February 28
- The Mayor shared information about the following upcoming events:
  - A 75th anniversary 5K walk and run on March 28
  - A press conference with Representative Sharice Davids on March 10
  - A Johnson County United public kickoff event on March 11
  - An Arts Council gallery opening on March 11
  - A men's breakfast group event at Mission Hills Country Club on March 12
- The Mayor also noted the following:

- The city's lobbyist and staff spent time in Topeka to provide testimony on bills, specifically HB2745, which would dramatically affect cities' abilities to set their own budgets
- The city was awarded a certificate of achievement of excellence by the Government Finance Officers Association
- The Shawnee Mission East boys swim team won the state 6A championship
- Prairie Village resident Michael Riley was named the new president of Bishop Miege High School
- The city had been approved for $250,000 of federal matching funds to offset costs for the municipal campus project
- A city survey had been mailed to residents and was available on the city website to complete

STAFF REPORTS

Mr. Jordan noted that the March plan of action was included in the meeting packet.

OLD BUSINESS

There was no old business to come before the council.

NEW BUSINESS

COU2026-14 Consider proposed purchase of equipment related to safety and security during 2026 World Cup

Chief McCullough said that the police department would be assisting with safety and security efforts for the 2026 World Cup, and that the city would be hosting a site directly related to the event. He noted that a security plan had been proposed, and that there was a need to utilize resources the police department did not currently possess to ensure resident and guest safety. The proposed purchase would include a mobile surveillance trailer to be deployed at the event site, which would provide around-the-clock surveillance of the event location and assist personnel in ensuring site security. Staff also proposed that the city purchase a vehicle access control barrier to be placed near the site so law enforcement could monitor individuals entering the secured area.

A quote was received from Electronic Technology Inc. (ETI), the department's existing camera and surveillance system vendor. The total cost for the surveillance trailer and attached equipment would not exceed $61,000. Chief McCullough noted that the trailer would be paid for using already allocated equipment reserve funds for the traffic camera/LPR program. The police department also obtained a quote for the vehicle barrier and access control system, which would not exceed $55,000. Previously allocated 2026 budget funds from the field equipment line item would be used to purchase the system.

Chief McCullough stated that it was expected that equipment costs related to the security operation would be reimbursed in the future. The department would wait as long as possible to order the equipment, but to ensure that it arrived prior to the World Cup, orders would need to be placed before the end of the month. He added that the orders would not be placed if the plan changed and the equipment was deemed to be unneeded, or if it became evident that the purchase would not be reimbursed.

Mr. Reddell made a motion to approve the purchase of equipment necessary for the 2026 World Cup safety and security at a cost not to exceed $120,000. The motion was seconded by Mr. O'Toole.

Mr. O'Toole made a friendly amendment recommending that the department be allowed to order the equipment upon approval to ensure it was delivered on time.

Mr. Reddell agreed to amend his motion to allow for the purchase to be made as soon as possible. The motion passed 9-0.

Mr. Vallette made a motion for the city council to move to the council committee of the whole portion of the meeting. The motion was seconded by Mr. Nelson and passed 9-0.

COUNCIL COMMITTEE OF THE WHOLE

2027 budget goals and objectives

Mr. Hannaman said that the next step in the budget process was to discuss goals and objectives for 2027, noting that they were developed under the framework of the council's organizational priorities:

- Quality of life
- Superior services
- Community safety
- Be mindful of tax burden
- Invest in public realm
- Environmental sustainability

Mr. Hannaman stated that each year, the council reaffirmed its goals and objectives specific to the upcoming budget year. The draft 2027 document carried forward the adopted 2026 budget goals and objectives for council to provide input and direction for any desired changes:

- Maintain high quality services and programs
- Maintain quality streets, parks, and infrastructure
- Continue strong financial condition

- Maintain financial transparency and citizen participation in budget issues

He added that the 2027 budget had a built-in $1.25M of funding for the municipal complex project, which was slightly more than would be required for debt service. In 2028 and beyond, the total annual debt service needed would be $1.6M.

Mr. Hannaman shared information about "decision packages", which were generally considered additions or reductions of core services of the city, such as:

- Mill levy reductions
- Grant programs
- Increased funding for street maintenance in the capital improvement plan

He noted that decision package items should be submitted by April 10 to be discussed by the finance committee and council. Mayor Mikkelson added that councilmembers should consider fiscally conservative decision packages due to the uncertainty surrounding city budgets caused by potential legislation.

Ms. Lawrence asked about the timing of other jurisdictions' budgets, and when they would be made available for review. Mr. Hannaman stated that most taxing jurisdictions used essentially the same timeframe as the city, other than the Shawnee Mission School District.

Mr. Nelson made a motion to approve the 2027 budget goals and objectives as presented. The motion was seconded by Mr. Agniel and passed 9-0.

Mr. Nelson moved that the city council end the council committee of the whole portion of the meeting. The motion was seconded by Mr. Reddell and passed 9-0.

ANNOUNCEMENTS

Announcements were included in the council meeting packet.

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 6:58 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED: April 6, 2026

Warrant Register Page No. 1

Copy of Ordinance 3060

Ordinance Page No. ____

An Ordinance Making Appropriate for the Payment of Certain Claims.
Be it ordained by the governing body of the City of Prairie Village, Kansas.
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
34618-34677	2/6/2026	56,108.05	
34678-34688	2/9/2026	58,989.21	
34689-34783	2/13/2026	572,117.51	
34784-34792	2/20/2026	200,797.17	
34793-34858	2/27/2026	556,467.11	
Payroll Expenditures			
2/6/2026		505,715.30	
2/20/2026		545,066.74	
Electronic Payments			
	2/1/2026	14,922.73	
	2/5/2026	3.68	
	2/6/2026	7,219.84	
	2/10/2026	12,011.94	
	2/11/2026	4,814.76	
	2/18/2026	523.67	
	2/27/2026	66,399.80	
	2/27/2026	162,362.50	
TOTAL EXPENDITURES:			2,763,520.01
Voided Checks	Check #	(Amount)	
Allied Services	34691	(178,492.53)	
TOTAL VOIDED CHECKS:			(178,492.53)
GRAND TOTAL CLAIMS ORDINANCE			**2,585,027.48**

Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 16th day of March 2026

Signed or Approved this 16th day of March 2026

ATTEST: _____ *City Treasurer*

ATTEST: _____ *Finance Director*

Payroll Date:	2/6/2026
Total Amount ADP Debited From PV Accounts	$ 405,652.38
M,N-(K) KPERS Employer	$ 26,338.77
(K) KPERS Employee	$ 14,922.82
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	$ 210.36
M,N-(L) 457ER Employer	$ 23,988.36
(L) DC457 Employee Contribution	$ 16,844.38
(LI) CITYPD Employer Contribution	$ 1,502.74
(457) Roth Employee Contribution	$ 9,484.33
(P) POLPEN Police Pension Employee	$ 6,771.16
	$ 505,715.30

Payroll Date:	2/20/2026
Total Amount ADP Debited From PV Accounts	$ 448,234.85
M,N-(K) KPERS Employer	$ 24,887.63
(K) KPERS Employee	$ 14,100.66
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	$ 210.36
M,N-(L) 457ER Employer	$ 23,557.88
(L) DC457 Employee Contribution	$ 16,566.87
(LI) CITYPD Employer Contribution	$ 1,502.74
(457) Roth Employee Contribution	$ 9,425.46
(P) POLPEN Police Pension Employee	$ 6,580.29
	$ 545,066.74

Payroll Date:	
Total Amount ADP Debited From PV Accounts	
M,N-(K) KPERS Employer	
(K) KPERS Employee	
(G) KPERS Employee Buy Back	
(34) KPERSL Employee Life Insurance	
N-(L) 457ER Employer	
(L) DC457 Employee Contribution	
(I) (LI) CITYPD Employer Contribution	
(457) Roth Employee Contribution	
(P) POLPEN Police Pension Employee	
	$ -

Accounts Payable

Checks by Date - Summary by Check Date



Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
ACH	1248	Bluefin Payment Systems	02/01/2026	0.00	61.90
ACH	945	UMB Bank ACH	02/01/2026	0.00	815.56
ACH	1288	BMO Harris Bank NA- ACH	02/01/2026	0.00	11,275.50
ACH	1153	Merchant Services/Elavon/ETS Corp-Court	02/01/2026	0.00	2,769.77
			Total for 2/1/2026:	0.00	14,922.73
ACH	945	UMB Bank ACH	02/05/2026	0.00	3.68
			Total for 2/5/2026:	0.00	3.68
ACH	311	ADP Electronic Debit	02/06/2026	0.00	7,219.84
34618	2639	Gadine E Acton	02/06/2026	0.00	623.82
34619	3593	Shelbie Amir	02/06/2026	0.00	760.81
34620	3553	Joan Assenberg	02/06/2026	0.00	671.67
34621	2602	Patricia Avery	02/06/2026	0.00	636.26
34622	3740	Kathleen J Bagby	02/06/2026	0.00	818.71
34623	4124	Dionne Kristine Baird	02/06/2026	0.00	898.21
34624	4117	Susan F Baldwin	02/06/2026	0.00	530.04
34625	4112	Kathryn P Barnett	02/06/2026	0.00	566.49
34626	3930	Terry S Bell	02/06/2026	0.00	786.66
34627	4119	Andrew Edward Blessing	02/06/2026	0.00	650.15
34628	3588	Robert H. Bliss	02/06/2026	0.00	1,113.82
34629	605	Columbia Capital Management LLC	02/06/2026	0.00	9,921.09
34630	3339	Dennis Comstock	02/06/2026	0.00	504.75
34631	2404	Cynthia Cowherd	02/06/2026	0.00	758.07
34632	3738	Randy M Davis	02/06/2026	0.00	687.68
34633	1668	Stephanie Davis	02/06/2026	0.00	742.68
34634	3750	Elaine Dunn	02/06/2026	0.00	585.68
34635	4123	Robert W Durr	02/06/2026	0.00	722.25
34636	2176	EE Reimbursement	02/06/2026	0.00	2,555.92
34637	2962	EE Reimbursement	02/06/2026	0.00	3,342.85
34638	2584	Susan Farrell	02/06/2026	0.00	786.72
34639	3742	Kathleen Frederick	02/06/2026	0.00	810.32
34640	3770	Phyllis Gamel	02/06/2026	0.00	639.19
34641	3749	Joseph & Nancy Garcia	02/06/2026	0.00	661.55
34642	3532	Jessica Gattorna	02/06/2026	0.00	582.09
34643	3955	Adrienne Kristina Goss	02/06/2026	0.00	628.87
34644	4113	Christopher G Hall	02/06/2026	0.00	681.78
34645	3338	Kim Horgan	02/06/2026	0.00	759.54
34646	4126	Donna Jones	02/06/2026	0.00	614.19
34647	3359	Janet Kerns	02/06/2026	0.00	585.46
34648	4127	Cora Ketterman	02/06/2026	0.00	819.61
34649	2891	Woonli Khiew	02/06/2026	0.00	714.22
34650	4041	Peter A. Krivena	02/06/2026	0.00	527.21
34651	3939	Kevin Lafferty	02/06/2026	0.00	779.57
34652	3737	Karen A Lasho	02/06/2026	0.00	663.24

Check No	Vendor No	Vendor Name	Check Date		Void Checks	Check Amount
34653	3550	Karen Lipps	02/06/2026		0.00	549.21
34654	4118	Constance D Loeffler	02/06/2026		0.00	568.18
34655	3330	James Mance	02/06/2026		0.00	958.49
34656	3343	Kathy and Steven McCalmon	02/06/2026		0.00	664.28
34657	4111	Mitzi S. McCord	02/06/2026		0.00	546.06
34658	3189	Donna Merkel	02/06/2026		0.00	544.36
34659	3942	Sharon Mitschke	02/06/2026		0.00	796.63
34660	3597	Cheryl Sue Navarre	02/06/2026		0.00	684.51
34661	2824	Robert Nelson	02/06/2026		0.00	727.93
34662	3362	James Olenick	02/06/2026		0.00	806.55
34663	3935	Martin Reynolds	02/06/2026		0.00	585.66
34664	4128	Mary Katherine Roberts	02/06/2026		0.00	880.93
34665	3363	Ruth Saale	02/06/2026		0.00	707.69
34666	4114	Vickie Sivewright	02/06/2026		0.00	839.62
34667	706	June Slocum	02/06/2026		0.00	791.37
34668	3938	Suchat Smanot	02/06/2026		0.00	557.44
34669	4115	Dena Sneed	02/06/2026		0.00	1,045.31
34670	4125	Ronald Sobanek	02/06/2026		0.00	766.28
34671	3940	Jo Statler	02/06/2026		0.00	817.50
34672	4116	Michelle Strong	02/06/2026		0.00	653.32
34673	4120	Lynn K Terry	02/06/2026		0.00	823.41
34674	1042	Verizon Wireless	02/06/2026		0.00	1,000.39
34675	3539	Theresa Maureen Wallerstedt	02/06/2026		0.00	778.93
34676	111	WaterOne	02/06/2026		0.00	148.55
34677	3576	Ada Young	02/06/2026		0.00	734.28
			Total for 2/6/2026:		0.00	63,327.89
34678	3380	All Copy Products Inc	02/09/2026		0.00	238.89
34679	2392	Allegiant Networks LLC	02/09/2026		0.00	1,795.50
34680	3439	CivicPlus LLC	02/09/2026		0.00	8,201.77
34681	245	Easy Ice LLC	02/09/2026		0.00	75.21
34682	3922	Fidelity Security life Insurance Company	02/09/2026		0.00	970.16
34683	2993	Betsy Lawrence	02/09/2026		0.00	818.80
34684	213	Legal Record	02/09/2026		0.00	45.13
34685	48	Northeast Johnson County Chamber of Con	02/09/2026		0.00	8,700.00
34686	72	Staples Business Advantage	02/09/2026		0.00	96.00
34687	172	Sumner One	02/09/2026		0.00	1,547.75
34688	238	United Community Services of Johnson Co	02/09/2026		0.00	36,500.00
			Total for 2/9/2026:		0.00	58,989.21
ACH	9	Evergy - KCPL - ACH	02/10/2026		0.00	12,011.94
			Total for 2/10/2026:		0.00	12,011.94
ACH	9	Evergy - KCPL - ACH	02/11/2026		0.00	4,814.76
			Total for 2/11/2026:		0.00	4,814.76
34689	2265	All City Management Services Inc	02/13/2026		0.00	4,874.94
34690	2392	Allegiant Networks LLC	02/13/2026		0.00	2,312.94
34691	2330	Allied Services LLC	02/13/2026	VOID	178,492.53	0.00
34692	407	Berry Companies Inc	02/13/2026		0.00	1,017.36
34693	3089	Bob Allen Ford Inc	02/13/2026		0.00	229.60
34694	4054	Born Primitive, LLC	02/13/2026		0.00	3,622.50

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
34695	4135	Chuck Fowler, Inc	02/13/2026	0.00	57.13
34696	2512	Clark Enersen Partners Inc	02/13/2026	0.00	32,000.00
34697	794	Clinical Associates PA	02/13/2026	0.00	1,100.00
34698	3568	Consolidated Fire District 2	02/13/2026	0.00	1,700.00
34699	3511	Nora Cooper	02/13/2026	0.00	2,778.00
34700	2024	Custom Lighting Services LLC	02/13/2026	0.00	7,062.00
34701	2007	Michelle DeCicco	02/13/2026	0.00	2,312.00
34702	158	Delta Dental of Kansas	02/13/2026	0.00	7,250.69
34703	2603	Mark T Duffy	02/13/2026	0.00	126.78
34704	245	Easy Ice LLC	02/13/2026	0.00	245.25
34705	1572	EE Reimbursement	02/13/2026	0.00	22.00
34706	2460	EE Reimbursement	02/13/2026	0.00	44.00
34707	2976	EE Reimbursement	02/13/2026	0.00	88.00
34708	3235	EE Reimbursement	02/13/2026	0.00	110.00
34709	3504	EE Reimbursement	02/13/2026	0.00	88.00
34710	3721	EE Reimbursement	02/13/2026	0.00	88.00
34711	3767	EE Reimbursement	02/13/2026	0.00	88.00
34712	3858	EE Reimbursement	02/13/2026	0.00	110.00
34713	3861	EE Reimbursement	02/13/2026	0.00	88.00
34714	3862	EE Reimbursement	02/13/2026	0.00	178.00
34715	4083	EE Reimbursement	02/13/2026	0.00	88.00
34716	2980	Enterprise FM Trust	02/13/2026	0.00	17,909.04
34717	2898	Evergy - KCPL	02/13/2026	0.00	428.20
34718	3453	Fast N Friendly LLC	02/13/2026	0.00	1,091.66
34719	2666	Fiber Platform LLC	02/13/2026	0.00	700.00
34720	88	First Call	02/13/2026	0.00	1,262.92
34721	4129	James P Fisher	02/13/2026	0.00	575.56
34722	85	Force America Inc	02/13/2026	0.00	866.25
34723	3781	Frank P. Gilman, PA	02/13/2026	0.00	1,434.00
34724	384	GT Distributors	02/13/2026	0.00	501.06
34725	603	Hanna Aquisition Corporation	02/13/2026	0.00	792.00
34726	4121	Nic Hasselwander	02/13/2026	0.00	3,249.50
34727	4131	Sarah Hickok	02/13/2026	0.00	858.17
34728	3953	Timothy P. Higgins	02/13/2026	0.00	649.13
34729	3371	Sharon Hirning	02/13/2026	0.00	408.43
34730	3763	Hunter Law Group, P.A.	02/13/2026	0.00	660.00
34731	4079	Indigo Energy Partners, LLC	02/13/2026	0.00	13,712.84
34732	2723	Insight Public Sector Inc	02/13/2026	0.00	206.62
34733	2316	Integrity Locating Services LLC	02/13/2026	0.00	3,600.05
34734	3472	J Webb Inc	02/13/2026	0.00	407.50
34735	1230	J&J Printing Inc	02/13/2026	0.00	125.01
34736	372	Johnson County Top Soil & Landscape mat	02/13/2026	0.00	129.00
34737	3570	Kansas CareNow Urgent care	02/13/2026	0.00	200.00
34738	540	Kansas City Business Journal	02/13/2026	0.00	239.75
34739	338	Kansas City Metropolitan Crime Commissi	02/13/2026	0.00	4,000.00
34740	41	Kansas Gas Service	02/13/2026	0.00	2,554.87
34741	2335	Kansas One-Call System Inc	02/13/2026	0.00	272.65
34742	147	Kansas State Treasurer	02/13/2026	0.00	6,987.05
34743	4024	KC Can Compost	02/13/2026	0.00	2,908.00
34744	258	Key Equipment & Supply Co	02/13/2026	0.00	540.71
34745	3344	Richard Knoll	02/13/2026	0.00	473.28
34746	3760	Lauber And Associates Municipal Law LLC	02/13/2026	0.00	189.00
34747	97	Lawrence Pest Control Company Inc	02/13/2026	0.00	455.00
34748	205	Lawson Products	02/13/2026	0.00	402.20
34749	858	Lenexa City Of	02/13/2026	0.00	4,147.76
34750	92	Lexington Plumbing and Heating Company	02/13/2026	0.00	1,523.00
34751	3190	Lexipol LLC	02/13/2026	0.00	18,252.40

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
34752	3729	LexisNexis Risk Data Management LLC	02/13/2026	0.00	859.33
34753	2039	MJV-A LLC	02/13/2026	0.00	27.00
34754	4106	Naval Surface Warfare Center, Crane Divis	02/13/2026	0.00	3,900.00
34755	3528	Nicole Nicoll	02/13/2026	0.00	722.45
34756	100	O'Dell Service Company Inc	02/13/2026	0.00	2,731.60
34757	25	Office Depot	02/13/2026	0.00	223.43
34758	3733	P&A Administrative Services Inc.	02/13/2026	0.00	750.00
34759	277	PB Hoidale Co Inc	02/13/2026	0.00	664.99
34760	190	Pitney Bowes Lease	02/13/2026	0.00	210.18
34761	4012	Precision Arms of Indiana LLC	02/13/2026	0.00	25,110.00
34762	2744	Pro Circuit Inc	02/13/2026	0.00	5,596.69
34763	1007	Rejis Commission	02/13/2026	0.00	1,467.97
34764	3743	Constance Beth Rodriguez	02/13/2026	0.00	606.96
34765	2379	Albert Rubin	02/13/2026	0.00	649.75
34766	3982	Rush Truck Centers of Kansas, Inc.	02/13/2026	0.00	565.06
34767	73	SBCO	02/13/2026	0.00	147.75
34768	3756	Seiler Instrument And Manufacturing Comp	02/13/2026	0.00	286.00
34769	4134	Jim Sellers	02/13/2026	0.00	699.35
34770	71	Shawnee Mission Ford	02/13/2026	0.00	43,978.00
34771	2291	Katharine Shepard	02/13/2026	0.00	63,603.20
34772	4130	Sierra Building Products	02/13/2026	0.00	896.00
34773	4132	Mary Ann Stewart	02/13/2026	0.00	781.66
34774	279	Sunflower Equipment LLC	02/13/2026	0.00	224.46
34775	2240	Karen L Torline	02/13/2026	0.00	1,653.00
34776	4133	Cathy Trabue	02/13/2026	0.00	1,022.25
34777	950	UMB Bank-Trust Fees Dept	02/13/2026	0.00	18,755.93
34778	2047	United Rentals (North America) Inc	02/13/2026	0.00	429.00
34779	304	Vance Brothers LLC	02/13/2026	0.00	38,903.98
34780	1237	Viking-Cives Midwest Inc	02/13/2026	0.00	1,396.48
34781	3310	Virtual Project Manager LLC	02/13/2026	0.00	15,000.00
34782	737	West Publishing Corp	02/13/2026	0.00	800.53
34783	3331	Catherine Wilson	02/13/2026	0.00	568.18
			Total for 2/13/2026:	178,492.53	393,624.98
ACH	310	Kansas Department of Revenue - "online pa	02/18/2026	0.00	16.88
ACH	841	Elavon	02/18/2026	0.00	30.05
ACH	841	Elavon	02/18/2026	0.00	476.74
			Total for 2/18/2026:	0.00	523.67
34784	2330	Allied Services LLC	02/20/2026	0.00	176,632.59
34785	3763	Hunter Law Group, P.A.	02/20/2026	0.00	9,250.75
34786	2723	Insight Public Sector Inc	02/20/2026	0.00	10,395.75
34787	1230	J&J Printing Inc	02/20/2026	0.00	72.50
34788	3401	Suzanne McCullough	02/20/2026	0.00	188.50
34789	4136	Jade Ratterman	02/20/2026	0.00	250.00
34790	503	Schwaab Inc	02/20/2026	0.00	25.95
34791	3562	Shawnee Mission East SME PTSA	02/20/2026	0.00	2,500.00
34792	111	WaterOne	02/20/2026	0.00	1,481.13
			Total for 2/20/2026:	0.00	200,797.17
ACH	945	UMB Bank ACH	02/27/2026	0.00	66,399.80
34793	2265	All City Management Services Inc	02/27/2026	0.00	5,409.18
34794	3380	All Copy Products Inc	02/27/2026	0.00	238.89

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
34795	4037	Angel Armor LLC	02/27/2026	0.00	124.08
34796	4099	Arrowhead Franchising LLC	02/27/2026	0.00	9,608.67
34797	3991	Aunt Flow Corp	02/27/2026	0.00	854.00
34798	407	Berry Companies Inc	02/27/2026	0.00	70.00
34799	156	Blue Cross Blue Shield of Kansas City	02/27/2026	0.00	163,876.32
34800	3089	Bob Allen Ford Inc	02/27/2026	0.00	629.46
34801	4140	Robert Brice	02/27/2026	0.00	1,388.60
34802	790	Cellco Partnership	02/27/2026	0.00	329.32
34803	54	Central Salt, LLC	02/27/2026	0.00	14,793.23
34804	1118	EE Reimbursement	02/27/2026	0.00	66.00
34805	119	EE Reimbursement	02/27/2026	0.00	85.00
34806	123	EE Reimbursement	02/27/2026	0.00	132.00
34807	1401	EE Reimbursement	02/27/2026	0.00	151.00
34808	2457	EE Reimbursement	02/27/2026	0.00	85.00
34809	2962	EE Reimbursement	02/27/2026	0.00	22.00
34810	3767	EE Reimbursement	02/27/2026	0.00	22.00
34811	3862	EE Reimbursement	02/27/2026	0.00	22.00
34812	3865	EE Reimbursement	02/27/2026	0.00	88.00
34813	672	EE Reimbursement	02/27/2026	0.00	698.40
34814	121	EE Reimbursement.	02/27/2026	0.00	44.00
34815	88	First Call	02/27/2026	0.00	286.19
34816	1253	Foley Industries Inc	02/27/2026	0.00	1,939.06
34817	3513	Sara Garcera	02/27/2026	0.00	813.07
34818	1886	GPS Insight LLC	02/27/2026	0.00	1,773.00
34819	4137	Group Creative Services, LLC	02/27/2026	0.00	5,000.00
34820	384	GT Distributors	02/27/2026	0.00	193.97
34821	1230	J&J Printing Inc	02/27/2026	0.00	48.25
34822	262	Johnson County Government	02/27/2026	0.00	18,602.02
34823	372	Johnson County Top Soil & Landscape mat	02/27/2026	0.00	817.00
34824	84	Johnson County Wastewater	02/27/2026	0.00	967.73
34825	3732	K&M Office Products Inc	02/27/2026	0.00	1,713.80
34826	3570	Kansas CareNow Urgent care	02/27/2026	0.00	275.00
34827	4139	Lauren Kinne	02/27/2026	0.00	2,137.25
34828	3602	Kruse Corporation	02/27/2026	0.00	2,987.71
34829	21	KU Medwest Occupational Health	02/27/2026	0.00	1,524.00
34830	2993	Betsy Lawrence	02/27/2026	0.00	414.00
34831	213	Legal Record	02/27/2026	0.00	132.41
34832	92	Lexington Plumbing and Heating Company	02/27/2026	0.00	1,370.00
34833	3302	Linde Gas & Equipment inc	02/27/2026	0.00	101.39
34834	2958	Midwest Shredding Service LLC	02/27/2026	0.00	140.00
34835	627	Susan Myers	02/27/2026	0.00	811.38
34836	100	O'Dell Service Company Inc	02/27/2026	0.00	2,208.60
34837	2025	Prairie Village Foundation	02/27/2026	0.00	50,000.00
34838	2141	Pre-Paid Legal Services Inc	02/27/2026	0.00	553.25
34839	2744	Pro Circuit Inc	02/27/2026	0.00	7,047.95
34840	3657	Project Advocates LLC	02/27/2026	0.00	4,579.07
34841	207	Purchase Power	02/27/2026	0.00	55.64
34842	4138	Tyler Randel	02/27/2026	0.00	3,406.05
34843	3947	Renaissance Life and Health Insurance Co (	02/27/2026	0.00	7,443.82
34844	3982	Rush Truck Centers of Kansas, Inc.	02/27/2026	0.00	2,643.54
34845	102	Safety-Kleen Systems Inc	02/27/2026	0.00	1,055.95
34846	4002	Maura Lee Sakach	02/27/2026	0.00	773.67
34847	73	SBCO	02/27/2026	0.00	1,215.00
34848	3416	Inga Selders	02/27/2026	0.00	414.00
34849	4134	Jim Sellers	02/27/2026	0.00	414.00
34850	2667	SiteOne Landscape Supply Holding LLC	02/27/2026	0.00	2,395.73
34851	1433	Sturgis Materials Inc	02/27/2026	0.00	1,001.11

Check No	Vendor No	Vendor Name	Check Date	Void Checks	Check Amount
34852	374	Suburban Lawn & Garden Inc	02/27/2026	0.00	399.27
34853	172	Sumner One	02/27/2026	0.00	1,885.13
34854	279	Sunflower Equipment LLC	02/27/2026	0.00	1,949.24
34855	3966	Sunflower Paving Inc.	02/27/2026	0.00	224,812.12
34856	1042	Verizon Wireless	02/27/2026	0.00	1,000.29
34857	111	WaterOne	02/27/2026	0.00	163.23
34858	99	Work Zone Inc	02/27/2026	0.00	266.07
ACH	147	Kansas State Treasurer	02/27/2026	0.00	162,362.50
			Total for 2/27/2026:	0.00	785,229.41
			Report Total (254 checks):	178,492.53	1,534,245.44

Consent Agenda: Consider approval of renewing the debris management contract with AshBritt

---

Recommendation

Staff recommends the approval of the debris management contract with AshBritt.

Background

As part of the City's Emergency Management planning, the City has had a pre-event contract for debris management with AshBritt since 2022. This contract is activated in the event of a disaster that exceeds the capabilities of Public Works and our local contractors.

Johnson County's original contract with AshBritt allowed other municipalities to adopt individual agreements with AshBritt.

In 2025, City staff participated in Johnson County's RFP process for debris management services. Johnson County selected two companies to provide these services for the County: AshBritt and CrowderGulf. It is best practice and the County is encouraging municipalities to have their own agreements for debris management. Since Prairie Village already has a relationship with AshBritt and used them for debris management in 2023, it is staff's recommendation to renew the contract with AshBritt. The agreement with Prairie Village would be for two years with the option to renew for three additional one-year periods. These renewals are contingent on renewal at the County level.

AshBritt is a national leader in emergency management and disaster response. They have provided services for major disaster incidents such as Hurricane Katrina, Hurricane Sandy, and other severe storm related events in the U.S.

The City Attorney has reviewed the agreement as to form.

Fiscal Note

Attachments

1. AshBritt PV contract 2026
2. Jo Co Bid Invitation for debris mgmnt
3. 2025-019 Disaster Debris Management Services.7.7.2025
4. 2026 Johnson County and Cities Contract Pricing

Prepared By

Tim Schwartzkopf, Assistant City Administrator
March 24, 2026

PROFESSIONAL SERVICES AGREEMENT
for Disaster Debris Management Services

THIS AGREEMENT, entered into this ____ day of April 2026 (the "Effective Date"), by and between the City of Prairie Village, Kansas (hereinafter the "CITY"), and AshBritt, Inc (hereinafter the "CONTRACTOR").

RECITALS:

A. Johnson County (hereinafter "County") solicited proposals per Request for Proposal No. 2025-019 ("RFP"), attached hereto as **Exhibit A,** for Disaster Debris Management services as stated in the RFP, which included collaboration with 19 Cities (including the City of Prairie Village) and Community College Campus;

B. In response to the COUNTY'S solicitation, the CONTRACTOR submitted a proposal ("Proposal") in response to the RFP, attached hereto as **Exhibit B**;

C. The CONTRACTOR supplemented the Proposal with a Proposed Costs Sheet, attached hereto as **Exhibit C;**

D. The RFP allows for each Entity listed within the County's RFP to enter into a separate contract with awarded Vendor(s) upon approval of award by the Johnson County Board of County Commissioners;

E. The Board of County Commissioners of Johnson County, Kansas authorized a contract with the CONTRACTOR for the purchase of such services by the COUNTY; and

F. The City of Prairie Village and Contractor desire to enter into a Professional Services Agreement for Disaster Debris Management services as set forth herein;

WHEREAS, the CITY and CONTRACTOR hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable considerations, the parties hereto agree as follows:

ARTICLE I

Purpose

1.1 ***Purpose.*** The CITY hereby engages the services of CONTRACTOR, as described in Section 4 - Scope of Services of the RFP ("SERVICES"), and the CONTRACTOR hereby agrees to provide the CITY with such SERVICES in accordance with, and subject to, the terms and conditions of this Agreement.

ARTICLE II
Nature and Scope of Services

2.1*Nature of Services*. The CONTRACTOR shall, at all times, faithfully, diligently, earnestly and industriously, and to the best of the ability, experience and skills of the personnel it provides, perform all duties and responsibilities necessary to provide the CITY with the highest level of quality of professional services in an expeditious and professional manner, consistent with the purpose and requirements of this Agreement and the CITY'S interests and objectives.

2.2 The professional services to be provided by CONTRACTOR shall be governed by the terms and conditions of this Agreement, and any exhibits attached hereto, and, unless otherwise provided for, the respective terms, conditions, specifications and representations contained within the documents enumerated hereinbelow, which are incorporated herein by reference, and which together with the terms and conditions of this Agreement, and any exhibits attached hereto, comprise the Contract Documents:

.1 The COUNTY'S Invitation for Request for Proposal No. 2025-019, and any amendments or addenda issued thereto;

.2 FEMA Public Assistance Program and Policy Guide Version 5.0 effective January 6, 2025

.**3** The CONTRACTOR'S written Proposal duly submitted in response to the RFP; and

.4 CONTRACTOR'S Proposed Cost Sheet duly submitted to the COUNTY pursuant to the requirements of the RFP, unless such proposed cost proposal has otherwise subsequently been revised and/or updated and submitted by CONTRACTOR and has been acknowledged and accepted by COUNTY (hereinafter "Form 6").

2.3 Should any ambiguity, inconsistency, or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto, and then by reference to the terms, conditions, scope, technical specifications, provisions and representations contained within the documents in the order enumerated in Paragraph 2.2 above.

ARTICLE III
Term

3.1 Term. This Agreement is effective as of final execution ("Effective Date"). The term of this Agreement is for two (2) years with the option to renew for three (3) additional one (1) year periods upon mutual written agreement.

ARTICLE IV
Compensation

4.1 ***Compensation*****.** The Parties agree to utilize **Exhibit C** to determine compensation for SERVICES rendered by the CONTRACTOR hereunder. No SERVICES shall be rendered by the CONTRACTOR until CITY properly authorizes such SERVICES.

4.2 Multiple vendors; No Guaranteed Minimum. Contractor understands and acknowledges that this Agreement is one of several awarded by the City for services according to the RFP. **CONTRACTOR further understands and acknowledges there is no guaranteed minimum of quantity of services to be purchased or required by CITY under this Agreement**.

4.3 ***Optional or Additional Services*****.** Should the CONTRACTOR be requested to provide optional or additional services for the CITY relative to, and in connection with, this Agreement, the CONTRACTOR shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates as may be mutually agreed to by the parties hereto.

ARTICLE V
Coordination of Services to be Provided by the CONTRACTORS

5.1 ***Coordination of Services; City Representative*****.** CONTRACTOR shall coordinate all services to be provided under this Agreement with a designated representative from the CITY (the "CITY Representative"). Written notice of the CITY representative will be provided to CONTRACTOR and may be changed or updated at any time. Whenever this Agreement requires, or it becomes necessary for, the CONTRACTOR to advise, provide, or communicate information to, or seek the approval of, the CITY in matters relating to the CONTRACTOR'S services hereunder, CONTRACTOR shall direct all such communications and requests for approval to the CITY Representative. Further, the CONTRACTOR shall, upon request, meet with the CITY Representative on a periodic basis to coordinate any and all activities, services and responsibilities required of the CONTRACTOR under this Agreement.

The **CITY** will issue task orders based on requests for the unincorporated areas of the **CITY**. The task orders will apply only within unincorporated areas of the **CITY**. "TDMS" sites and landfills within neighboring jurisdictions shall not be presumed to be available for the contractor's use unless so specified within the task order.

At the making of this contract, the **CONTRACTOR** acknowledges and agrees that the RFP identified and names those public bodies who participated under this RFP and for which this Contract is made available to for use. Such public bodies desiring to use this Contract shall make their own legal determination as to whether the use of this Contract is consistent with their laws, regulations, and other policies. Such public bodies, if mutually agreed, may add terms and conditions required by their statute, ordinances, and regulations, to the extent they do not conflict with the Contract's terms and conditions, and will enter into a

separate contract with the **CONTRACTOR** for such emergency debris removal and reduction services.

ARTICLE VI
Assignment and Subcontracting

6.1 ***No Assignment.*** The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of neither this Agreement nor any of its rights and obligations hereunder, without the prior written consent of the CITY, but in no event shall such consent relieve the CONTRACTOR from its obligations under the terms of this Agreement.

6.2 ***Subcontracting.*** It is understood and acknowledged by the parties that should the CONTRACTOR intend to subcontract some services required hereunder to parties other than those that may be named in its proposal to the CITY, the CONTRACTOR agrees to obtain prior written consent from the CITY of any such subcontracting relationships, and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of the CONTRACTOR and not the CITY, and the CONTRACTOR shall remain fully liable to the CITY for the proper discharge of all the services required hereunder regardless of by whom they are performed.

ARTICLE VII
Agreement Status

7.1 ***Agreement Status.*** This Agreement is, and shall be deemed, an independent contract for services and the CONTRACTOR and all persons providing services on behalf of the CONTRACTOR under this Agreement shall be deemed independent contractors and shall not be deemed under any circumstances as employees of the CITY for any purpose and shall not be entitled to any of the benefits that the City offers to its employees including, without limitation, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State income tax code, third party liability claims, unemployment insurance, workers compensation insurance, health insurance, retirement benefits or paid leave of any sort. The CITY shall not be liable for any obligations incurred by CONTRACTOR unless specifically authorized in writing.

ARTICLE VIII
Amendment

8.1 ***Amendment.*** This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties hereto.

ARTICLE IX
Notices

9.1 ***Notices*****.** Any notices, bills, invoices, reports, payment of correspondence required or permitted by or from one party to the other under this Agreement shall be made in writing, delivered personally, or by United States mail, postage prepaid, or by e-mail if provided, to the following addresses, or other location as either party may from time to time designate:

CITY:
City of Prairie Village

_____

_____

CONTRACTOR:
AshBritt, Inc.
Attention: Dow Knight
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

9.2 ***Courtesy Copies*****.** Whenever notice is delivered to the CITY pursuant to this Agreement, a courtesy copy shall also be delivered to the CITY legal department at:

City of Prairie Village

_____

_____

Courtesy copies of any notice sent to the legal department shall neither effectuate proper notice under this agreement, nor be a prerequisite to the effectiveness of any notice.

ARTICLE X
Termination

10.0 ***Termination*****.** The CITY and CONTRACTOR agree the following shall prevail with respect to termination of this Agreement:

10.1 ***For cause*****.** Should CONTRACTOR be found in violation of any of the terms and conditions of this Agreement, it shall be deemed in breach of this Agreement. In the event of a breach, the CITY may immediately terminate the contract. At its sole discretion, the CITY, may give the CONTRACTOR an opportunity to cure the breach or to explain how the breach will be cured. Unless otherwise agreed to in writing, the actual cure must be completed within no more than 10

working days from notice of a written plan detailing how the contractor intends to cure the breach. In the event of termination for cause, CONTRACTOR shall be entitled to just and equitable compensation for services satisfactorily performed by the CONTRACTOR through the date of termination specified by the CITY, less costs and damages incurred by the CITY as a result of the CONTRACTOR'S breach.

10.2 ***For lack of funds*****.** Should, for whatever reason, adequate funding not be made available to the CITY to support or justify continuation of the level of services to be provided by the CONTRACTOR under this Agreement, the CITY may terminate or reduce the amount of service to be provided by the CONTRACTORS under this Agreement. In such event, the CITY shall notify the CONTRACTOR in writing at least fifteen (15) days in advance of such termination or reduction of services for lack of funds, in which case, the CONTRACTOR shall be reimbursed for all costs and expenses incurred prior to the date of such notice.

10.3 ***For convenience*****.** The CITY reserves the right to terminate this Agreement, at any time, for the convenience of the CITY, without penalty or recourse, by giving the CONTRACTOR written notice of such termination thirty (30) days prior to termination. The CONTRACTOR shall be entitled to just and equitable compensation for services satisfactorily performed by the CONTRACTOR through the date of termination specified by the CITY.

10.4 ***For lack of payment*****.** The CONTRACTOR reserves the right to terminate this Agreement for lack of payment by the CITY for services performed by the CONTRACTOR under this Agreement and accepted by the CITY.

ARTICLE XI
Waiver of Breach

11.1 ***Waiver of Breach*****.** The waiver of any party hereto of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

ARTICLE XII
Governing Law; Venue

12.1 ***Governing Law*****.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

12.2 ***Venue.*** In the event that the parties hereto are unable to resolve any controversy or claim arising out of, or relating to, this Agreement or the making, performance or interpretation of it without resort to the courts, the parties agree that exclusive jurisdiction and venue over such matter shall be in the District Court of Johnson County, Kansas.

ARTICLE XIII
Federal Contracting Provisions

13.1 Compliance with Federal Regulations.

a. General Compliance: The Contractor shall comply with all applicable federal laws, regulations, and executive orders, including but not limited to 2 CFR 200.316 through 200.327, which govern the use of federal funds.

b. Procurement Standards: The Contractor shall adhere to the procurement standards set forth in 2 CFR 200.318 through 200.327, ensuring that all procurement transactions are conducted in a manner providing full and open competition.

13.2 Equal Employment Opportunity.

During the performance of this contract, the Contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or

workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.3 Davis-Bacon Act. When applicable, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3148) and the Department of Labor regulations at 29 CFR Part 5, which require the payment of wages to laborers and mechanics at rates not

less than those prevailing on similar projects in the locality.

13.4 Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the domestic preference for procurement, when federal funds are expended by the City, contractor certifies, by signing this document, that to the greatest extent practicable contractor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

13.5 Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

13.6 Compliance with the Contract Work Hours and Safety Standards Act.

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the

employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a).

c. Withholding for unpaid wages and liquidated damages.

c.1. Withholding Process. The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

c.2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (c.1.) of this section over claims to those funds by: **(A)** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; **(B)** A contracting agency for its reprocurement costs; **(C)** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; **(D)** A contractor's assignee(s); **(E)** A contractor's successor(s); or **(F)** A claim asserted under the Prompt Payment Act, 31 U.S.C.

3901-3907.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate

e. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for: **(i)** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part; **(ii)** Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part; **(iii)** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or **(iv)** Informing any other person about their rights under CWHSSA or this part."

13.7 Rights to Inventions. Intellectual Property: The Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

13.8 Clean Air Act.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City and understands and agrees the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

13.9 Federal Water Pollution Control Act.

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

13.10 Suspension and Debarment.

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13.11 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

a. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

b. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

13.12 Procurement of Recovered Materials.

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired— (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price.

b. Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

13.13 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. **Definitions**. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

b. **Prohibitions.**

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler

number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13.14 Access to Records.

a. The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions for a period of three years from the date of final payment.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13.15 DHS Seal, Logo, and Flags. CONTRACTOR must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

13.16 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

ARTICLE XIV
Miscellaneous

14.1 ***Good Standing*****.** CONTRACTOR shall be authorized to do business in the State of Kansas and must maintain good standing pursuant to the laws of this State and any other applicable law.

14.2 ***Warranty of Ability to Perform*****.** CONTRACTOR shall warrant that there is no action, suit, proceeding, inquiry or investigation at law or equity, before or by a court, governmental agency, public Board or body, pending or threatened, to the best of the CONTRACTOR'S knowledge, that would in any way prohibit, restrain or enjoin the execution or delivery of the CONTRACTOR'S obligations, diminish the CONTRACTOR'S obligations, or diminish the CONTRACTOR'S financial ability to perform the terms of this Agreement. During the term of this Agreement, if any of the aforementioned events occur, the CONTRACTOR must immediately notify, in writing, the CITY of the same.

14.3 ***Governmental Restrictions*****.** In the event any governmental restriction is imposed that would necessitate alteration of the material, quality, workmanship of the goods/services provided under this Agreement prior to delivery, CONTRACTOR shall immediately notify the CITY, in writing, indicating the specific regulation that necessitates the alteration.

14.4 ***Insurance.*** See Section 9 and Attachment A of the RFP.

14.5 ***Documents and Records*****.** CONTRACTOR shall maintain full and accurate records of all matters covered by this Agreement, and the CITY shall have access during regular business hours to such records. Access to such records shall extend to appropriate federal, state, and other local authorities. All survey notes, reports, design plans, specifications, special studies, records, Project deliverables, and other data prepared under this Agreement shall become the property of the CITY upon completion or termination of the services of the CONTRACTOR and payment by the CITY to the CONTRACTOR for such services. All materials produced in performance of work under this Agreement shall be and become the sole property of the CITY, and the CONTRACTOR shall have no right or property interest in any produced materials and hereby agrees that it shall not reserve any interest by license, copyright, or other proprietary claim in or to any such materials.

14.6 ***Nondiscrimination*****.** CONTRACTOR agrees to not discriminate on the basis of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity or expression, pregnancy, genetic information, military service or other circumstance prohibited by federal, state or local law, rule or regulation in its operation, management and employment practices and with respect to availability and accessibility of products and services to the public. CONTRACTOR agree to comply with all applicable laws of the State of Kansas and of the United States of America, regarding such non-discrimination and equality of opportunity.

14.7 ***Funding Clause*****.** This Agreement and any renewal thereof, is subject to the provisions of the Kansas Cash Basis Law, *K.S.A. 10-1101 et seq.*, and amendments thereto (the "Act"). By virtue of this Act, the CITY is obligated only to pay periodic payments as contemplated herein as may lawfully be made from funds budgeted and appropriated for that purpose during the CITY'S current budget year (i.e., January 1 to

December 31) or from funds made available from any lawfully operated revenue producing source. Should the City fail to budget, appropriate, or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the City of any kind whatsoever.

14.8 ***Confidentiality*****.** To the extent permitted by law, each party agrees that it will not disclose any privileged or confidential information obtained or learned from the other party as a result of this Agreement, except as may be required in connection with any audit conducted by a third-party payor or as required by law, regulation, or order of a court with jurisdiction or as set forth below. Without limiting the generality of the foregoing, the parties agree that they will maintain the confidentiality of any medical records, business or financial records, supply and service information, marketing information, personnel information, information contained or encompassed in all computer hardware, algorithms, software and other technology, and/or matters of practices of the other as to other technology, and/or matters or practices of the other to which they have access or knowledge pursuant to this Agreement ("Proprietary Information") during the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement. Upon expiration or termination of this Agreement or upon demand, whichever is earlier, each party will immediately return any and all Proprietary Information belonging to the other party.

14.9 ***Force Majeure*****.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, war, insurrections, fires, floods, pandemics/epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. Any and all performance hereunder suspended or delayed shall be made after such disabilities have ceased to exist.

14.10 ***Open Records.*** The terms, conditions, requirements and obligations set forth in this Agreement shall be subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., and amendments thereto, and any applicable federal or state laws, or court order.

14.11 ***Severability*****.** All agreements, covenants and clauses contained herein are severable, and in the event any of them shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

14.12 ***Entire Agreement*****.** This Agreement, in combination with the RFP, Proposal, and Proposed Costs Sheet, represents the entire agreement between the CITY and

CONTRACTOR with respect to the provision of professional services required of the CONTRACTORS for the CITY, and supersedes all prior understandings or promises, whether oral or written, between the parties pertaining to or in connection with this Agreement.

14.13. *Arbitration, Damages, Warranties*. Notwithstanding any language to the contrary, no interpretation of this contract shall find the City has agreed to binding arbitration, or the payment of liquidated damages or penalties. Further, the County does not agree to pay attorney fees, costs, or late payment charges beyond what is required by law, and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the City, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

14.14. *Disclaimer of Liability*. No provision of this Agreement will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for any of its negligent acts or omissions. The liability of the City is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

14.15. *Minimum Cyber of Security Standards*. CONTRACTOR shall comply with the following cyber security standards: (i) perform routine backup and archiving for the length of the Agreement term; (ii) meet industry standard security measures at all data centers; (iii) enact network security and firewall protection; (iv) perform ongoing maintenance of all operating systems and applications in compliance with industry standards; and (v) perform regularly scheduled penetration testing and remediation of any identified vulnerabilities.

14.16. *Third-Party Security Audits*. CONTRACTOR shall allow the City or a third-party auditing firm to conduct an annual SSAE 18 audit. The CONTRACTOR shall comply with the terms of the audit. Upon the CITY's request, CONTRACTOR shall provide the CITY with a copy of the audit results. In the event CONTRACTOR is found noncompliant with audit standards, CONTRACTOR shall remediate and provide CITY with evidence of such remediation. This Agreement may be terminated if CONTRACTOR fails to comply with this provision and industry security standards.

14.17 *Data Breach Response*. CONTRACTOR shall immediately notify CITY in writing if CONTRACTOR suspects or becomes aware of any unauthorized access to the CITY's data. CONTRACTOR shall, at its own expense, fully cooperate with the CITY to prevent or stop the underlying cause of a breach. Further, CONTRACTOR shall fully and immediately comply with all applicable state and federal data breach laws and regulations.

14.18 *Publicity*. Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the

subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

AshBritt, Inc	CITY OF PRAIRIE VILLAGE, KANSAS
Name: Dow Knight	Name:
President Title	Title

JOHNSON COUNTY
KANSAS

Financial Management & Administration

REQUEST FOR PROPOSAL

FOR

Disaster Debris Management Services

RFP NUMBER: 2025-019

ISSUE DATE: 7/8/25

OPEN DATE & TIME: 8/11/2025 12:00 AM

Purchasing Administrator: Mark Zack

Contact Information: mark.zack@jocogov.org 913-715-0590

Table of Contents

1. TENTATIVE TIMELINE 3
2. INTRODUCTION 4
3. QUESTIONS 4
4. SCOPE OF SERVICES 5
5. CONTRACT TERM & OPTION TO RENEW 7
6. QUALIFICATIONS 7
7. EVALUATION PROCESS 7
8. STANDARD TERMS AND CONDITIONS 9
   - 8.1. TERMINOLOGY/DEFINITIONS 9
   - 8.2. OPEN COMPETITION 9
   - 8.3. PREPARATION OF PROPOSAL 10
   - 8.4. SUBMISSION OF PROPOSAL 10
   - 8.5. PROPOSAL OPENING 11
   - 8.6. EVALUATION/AWARD 11
   - 8.7. CONTRACT/PURCHASE ORDER 12
   - 8.8. INVOICING AND PAYMENT 12
   - 8.9. DELIVERY 12
   - 8.10. INSPECTION AND ACCEPTANCE 12
   - 8.11. WARRANTY 12
   - 8.12. CONFLICT OF INTEREST 13
   - 8.13. CANCELLATION/TERMINATION OF CONTRACT 13
   - 8.14. COMMUNICATIONS AND NOTICES 13
   - 8.15. NON-DISCRIMINATION IN EMPLOYMENT 13
   - 8.16. AMERICANS WITH DISABILITIES ACT 14
   - 8.17. GOVERNING LAW AND VENUE 14
   - 8.18. HOLD HARMLESS 14
   - 8.19. TITLES 14
   - 8.20. RIGHT TO EXAMINE AND AUDIT RECORDS 14
   - 8.21. HIPAA COMPLIANCE 14
   - 8.22. TAX CLEARANCE FOR TAXES OWED TO LOCAL GOVERNMENTS 14
   - 8.23. TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS 15
   - 8.24. SURCHARGES 15

8.25. ADDITIONAL SERVICES 15
8.26. NEGOTIATIONS 15
8.27. TRAVEL EXPENSES 15
8.28. PUBLICITY CLAUSE 15
8.29. OWNERSHIP 15
8.30. OBJECTIONS 15
8.31. SAM (System of Award Management) 15
8.32. LICENSES AND PERMITS 16
8.33. CODES AND REGULATIONS 16
8.34. CONTRACT PRICING 16
9. SPECIAL CONDITIONS 16
9.1. INSURANCE 16
10. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS 16
11. INVOICE DISCOUNT TERMS 16
12. INSTRUCTIONS FOR RESPONDING TO RFP 17
12.1. KEY CONSULTANTS/ASSOCIATES 17
12.2. RESUMES 17
12.3. ILLUSTRATIVE WORK 17
12.4. PROJECT APPROACH AND UNDERSTANDING 18
12.5. ADDITIONAL INFORMATION AND RESOURCES 18
12.6. PROPOSED COST 18
13. SAMPLE FORMS 18
KEY CONSULTANTS/ASSOCIATES 18
RESUMES 19
ILLUSTRATIVE WORK 20
PROJECT APPROACH AND UNDERSTANDING 21
ADDITIONAL INFORMATION AND RESOURCES 21
PROPOSED COST 21

1. TENTATIVE TIMELINE

Issue RFP	**7/8/2025**

Clarification Deadline	**7/25/2025**
Open RFP	**8/11/2025**
Interviews- Week of	**10/15/2025**
Board Approval	**11/13/2025**
Project Begins	**11/26/2025**

2. INTRODUCTION

Johnson County is a local government organized on September 7, 1857 and located in the Kansas City metropolitan area of northeast Kansas. The County serves a diverse and expanding population through four county agencies and 26 county departments and offices. The County has more than 4,000 public servants serving in more than 52 offices located through-out the County and dedicated to helping Johnson County's more than 600,000 residents remain part of a safe and vibrant community. Johnson County is governed by a seven-member, non-partisan, elected Board of County Commissioners (BOCC). The BOCC appoints a County Manager. Johnson County also has both an elected Sheriff and District Attorney.

In addition to the traditional governmental operations of public health and safety, codes regulations, and tax collection, Johnson County operates a major intermodal transportation system, two (2) airports, railroad and business park, fourteen libraries, four multi-service centers, a parks and recreation district, mental health and developmental support centers, a community corrections program, and a countywide wastewater system. More information on Johnson County can be found on our public website (www.jocogov.org), as this site provides information on the organization and a complete directory of services provided as well as the wide range of public resources available.

Johnson County, Kansas, in collaboration with 19 Cities and Community College Campus: City of De Soto, City of Edgerton, City of Fairway, City of Gardner, City of Leawood, City of Lenexa, City of Merriam, City of Mission, City of Mission Hills, City of Olathe, City of Overland Park, City of Prairie Village, City of Roeland Park, City of Shawnee, City of Spring Hill, City of Westwood, City of Westwood Hills and Johnson County Community College (each individually hereinafter "Entity" and collectively hereinafter "Entities") are requesting responses from firms experienced in debris management and removal. The services covered in the contract shall be performed by the contractor, in support of the entities listed above, as provided in the "Scope of Services" and requirements under Public Assistance Program and Policy Guide (Version 5.0, Effective January 6, 2025) and Public Assistance Debris Monitoring Guide (March 2021). Each Entity will enter into a separate contract with the awarded vendor(s) upon approval of award by the Johnson County Board of County Commissioners.

In the event of disaster affecting Johnson County, the contractor will supplement and support the debris removal and reduction process as directed by each Entity point of contact.

3. QUESTIONS

To ensure open and fair competition for all potential respondents, ALL questions and contact concerning this RFP shall be directed to the Johnson County Purchasing Administrator: Mark.Zack@jocogov.org 913-715-0590

We encourage you to submit questions up until the cutoff date and time by selecting 'Ask Question' on the solicitation event at: https://jocogov.ionwave.net

Respondent should make NO CONTACT, either written or verbal, with the Board of County Commissioners, Johnson County legal counsel, department personnel, consultants, or other county boards beginning with the issuance of this document through approval of award.

4. SCOPE OF SERVICES

Overview:

Under the contract, work shall consist of removing and reducing (vegetative only) any and all "eligible" debris as defined by the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide (Version 5.0, Effective January 6, 2025), all applicable State and Federal Disaster Specific Guidelines and policies, and as directed by the identified Entity. Work will include 1) loading the debris; 2) hauling the debris to designated Temporary Debris Management Sites (TDMS), landfills, or other sites in the County designated by the County; 3) removal of hazardous limbs, trees, and stumps as directed by the County; 4) reducing vegetative debris through mulching, grinding, and burning; 5) debris removal from waterways as directed by the County. Debris not defined as eligible by Public Assistance Program and Policy Guide (Attachment B - Version 5.0, Effective January 6, 2025), all applicable State and Federal Disaster Specific Guidelines and policies will not be loaded, hauled, or dumped unless the County gives written instructions to the contractor. The identified Entity will view the debris removal (loading, hauling, dumping) and debris reducing operations as separate operations and reserves the right to call up and dismiss each operation independently. All contractor requests should be routed to the Entity contact through Johnson County Emergency Management or the Johnson County Emergency Operations Center when activated. The contractor will report to the Entity's site manager directly or an assigned liaison with each Entity that is requesting services to be provided.

Description of Designated Area:

The designated area for debris removal is the unincorporated areas and participating entities located within Johnson County and includes all public Right-Of-Ways (ROW), easements, parks, and TDMS. All debris identified by the participating Entity shall be removed. The participating Entity will provide the contractor with designated work areas each morning during a briefing and the contractor will not move from one designated work area to another without approval. The contractor shall not enter onto private property during the performance of this contract unless authorized by the participating Entity in writing. The contractor shall deliver all debris to designated disposal sites as designated by the participating Entity. Debris shall be reasonably compacted into the hauling vehicle, understanding that FEMA encourages the reduction of vegetative debris using methods such as mulching, grinding, and burning.

Exclusions:

No limbs or other debris shall be allowed to protrude more than six inches beyond the sides of the truck bed. Any debris extending above the bed will be properly secured. Any oversized loads as defined by the participating Entity must be approved by the loading site manager. Hand loaded vehicles (per FEMA definition) are prohibited unless pre-authorized in writing by the participating Entity. All hand-loaded vehicles will receive an automatic 50% deduction from load volume for lack of compaction in accordance with Public Assistance Debris Monitoring Guide (Attachment C - March 2021), pursuant to Public Assistance Program and Policy Guide (Version 5.0, Effective January 6, 2025). The contractor shall conduct debris operations so as not to interfere with the disaster operations of any city, county, regional, state, and federal agency and/or organization.

Right-Of-Way, Debris Removal, and Reduction:

Debris, vegetative or otherwise, existing in the ROW is defined as resulting from a natural or manmade disaster in the designated area. The contractor may be called upon to conduct debris management activities for vegetative or

otherwise (which includes other eligible debris streams) as defined in Public Assistance Program and Policy Guide (Version 5.0, Effective January 6, 2025).

Any eligible debris as described in Public Assistance Program and Policy Guide (Version 5.0, Effective January 6, 2025) such as fallen trees, which extend over the public ROW, poses an immediate threat, and the applicant can remove the hazard from the public ROW (without entering private property). Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is ineligible if the threat can be eliminated by cutting it at the closest main branch junction. Entry onto private property for the removal of vegetative debris or other hazards will only be permitted when directed by the participating Entity in writing. The participating Entity will provide specific Right-of-Entry legal and operational procedures when necessary. The contractor is responsible for all damage, injury, or loss to any property.

All hazardous/eligible stumps/trees/limbs identified by the County will be pulled and hauled off in accordance with FEMA Public Assistance Program and Policy Guide (Version 5.0, Effective January 6, 2025) and other applicable guidance. Units will be viewed uniformly to prevent work on one piece of debris on multiple occasions (ex: removing a leaning portion and the cutting of the stump to the ground cannot be two separate unit costs).

Per FEMA Public Assistance Program and Policy Guide (Version 5.0, Effective January 6, 2025), contractor shall implement debris reduction methods in coordination with the County that prioritizes efficiency, environmental compliance, and cost-effectiveness. These methods may include mulching, grinding/chipping, or burning (ex: utilization of air curtain incineration devices or controlled burns as permitted). The contractor will ensure hazardous debris is segregated, handled, and disposed of per federal, state, and local regulations. The contractor will document all reduction activities to ensure compliance with FEMA reimbursement requirements and integrate best practices to maximize financial and environmental advantages.

Each participating Entity may have different ordinances that are required and may be negotiated with each Entity by the contractor.

Equipment:

All vehicles and other equipment must be in compliance with all applicable Federal, State, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. All trucks must be able to be filled to capacity safely. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. Any oversized loads as defined by participating Entity must be approved by the loading site manager.

The participating Entity will assign the proper location in the TDMS for the contractor to set up debris reduction operations. The contractor will maintain responsibility for the safety of personnel and equipment at debris reduction site.

All chemicals used during debris operations must be state and federally certified. The use and disposal of all chemicals shall be in compliance with instructions provided by participating Entity as well as all applicable Federal and State regulations.

Documentation and Measurement:

Prior to the beginning of any work, the contractor, in coordination with participating Entity shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles will have their capacity certified prior to the contractor commencing debris operations. The debris monitor will provide the standardized load ticket. It is suggested that a sample load ticket or screenshot of digital load ticket system be submitted with your response. Load tickets will be completed by an authorized debris management team (this may include participating Entity, debris monitor and/or debris management contractor) at each load site. Detailed load ticket process information will be provided by the contractor to the participating Entity prior to the beginning of contractor operations. Trucks with less than full capacities will be adjusted down based on visual inspection at TDMS by the tower monitor in

accordance with FEMA regulations. An authorized debris management team member (this may include participating Entity and/or debris monitor) will validate, enter the estimated debris quantity, and sign the ticket. A validated copy will be returned to the vehicle operator for the contractor's records.

The debris management team (this may include participating Entity, debris monitor, and/or debris management contractor) will utilize a number of other methods of documentation including, but not limited to: Loading Site Monitor Logs, Daily Issue Logs, Tower Monitor Logs, Collection Summary Spreadsheets, and Timesheets. Samples of logs are requested to be submitted with response. All contractor work must be in-line with the most current version of the County's Debris Management Plan.

5. CONTRACT TERM & OPTION TO RENEW

The contract resulting from this RFP shall be effective for the approximate twenty-four (24) month period from the date of the notice of award. The County reserves the sole right to renew said contract for three (3) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal if mutually agreed upon by both parties.

6. QUALIFICATIONS

Preference will be given to firms that can show/demonstrate 10 or more years' experience in similar sized communities (600k or larger).

7. EVALUATION PROCESS

The proposals will be evaluated by an Evaluation Committee usually composed of County personnel and/or other governmental agencies. Members of the Evaluation Committee will independently review and rate each proposal based on the listed criteria.

The County's RFP process is usually a two-step process. The first step consists of an Evaluation Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the sample scoring and categories below.

Numerical scores will be tabulated and ranked by the purchasing administrator. The finalists will be determined by the rank and will be "short listed" for the interview/cost proposal phase of the RFP. In some circumstances, interviews may be waived with mutual consent of the Purchasing Administrator and the Evaluation Committee. In the case interviews are waived, cost proposals will be requested from all who responded to the solicitation.

Finalist firm interviews shall be independently evaluated by each Evaluation Committee member based on points totaling 100. Points are assigned to criteria similar to the sample scoring and categories below.

The Fee/cost proposal will only be required of finalists and due at the time of the interview. The cost proposal shall not be opened until all of the technical/qualification evaluation of the interview is complete. The purchasing administrator will award maximum points to the lowest fee/cost proposal and add to appropriate firms' total.

Following the interviews, the Evaluation Committee will select and/or recommend one (1) or more firm(s) to provide the County the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated. Final contract authorization will be made by the County.

SAMPLE SCORING GUIDELINES							
	35 Point Question	30 Point Question	25 Point Question	20 Point Question	15 Point Question	10 Point Question	5 Point Question
Outstanding	29-35	25-30	21-25	17-20	13-15	9-10	5
Exceeds Acceptable	22-28	19-24	16-20	13-16	10-12	7-8	4

Acceptable	15-21	13-18	11-15	9-12	6-9	5-6	2-3
Marginal	0-14	0-12	0-10	0-8	0-5	0-4	0-1

PROPOSAL

Project Approach: 35 Points

Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by its proposal.

Firm Personnel: 25 Points

Consider comparable experience and background of the specific personnel that shall be assigned to the County's project(s) as outlined in the proposal. Also consider the specific involvement of those persons in projects noted in the proposal.

Quality of Similar Work: 20 Points

Consider previous experience and references listed in the proposal. Is the firm experienced in providing services similar to that requested in the RFP?

Overall Responsiveness to the RFP. 10 Points

Consider whether all requested information was furnished by the firm in the format required by RFP.

Applicable Resources: 10 Points

Evaluate the extent of applicable resources available to the firm to complete the County's project(s) as listed in the proposal.

INTERVIEW

Project Approach: 35 Points

Does the proposed project approach expressed in the proposal/interview appear to be realistic and feasible? Has the firm demonstrated that they have a good understanding of the proposed type of project(s)?

Key Staff Members: 25 Points

Based on the proposal/interview consider the involvement and experience of key personnel that will be assigned to the proposed project(s). Evaluate their response to questions, knowledge demonstrated and involvement in discussion.

Firm Experience: 20 Points

Based on the proposal/interview evaluate the firm's experience with similar projects.

Staff Utilization: 10 Points

Based upon the proposal/interview and any contact with previous clients of firm, determine capability and demonstrated ability to meet schedules and deadlines.

Cost: 10 Points

(Will only be required of finalists and is due at the time of the interview)

8. STANDARD TERMS AND CONDITIONS

8.1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in this solicitation document or any amendment hereto, the definition or meaning described below shall apply.

Agency and/or Department mean(s) the statutory unit of County government in Johnson County, Kansas for which the equipment, supplies, and/or services are being purchased by the Financial Management and Administration, Purchasing Division.

Amendment/Addendum means a written, official modification to a solicitation document or to a contract.

Attachment applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the performance requirement.

RFP Opening Date and Time and similar expressions mean the exact deadline required by the solicitation document for the electronic submission of the Request for Proposal by the Financial Management and Administration, Purchasing Division.

Respondent mean(s) the person, firm, or organization that responds to a solicitation document by submitting a proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.

Board of County Commissioners or BOCC means the governing body of Johnson County, Kansas.

Purchasing Administrator means the procurement staff member of the Financial Management and Administration, Purchasing Division. The Contact Person as referenced herein is usually the Purchasing Administrator.

Contract means a legal and binding agreement between two or more competent parties for the purchase of equipment, supplies, and/or services.

Contractor means a person, firm, or organization who is a successful respondent as a result of a proposal and who enters into a contract.

County means Johnson County, Kansas.

Exhibit applies to forms which are included with a proposal for the respondent to complete and return with the electronic submission prior to the specified opening date and time.

Request for Proposal (RFP) means the solicitation document issued by the Financial Management and Administration, Purchasing Division, to potential respondents for the purchase of equipment, supplies, and/or services as described in the document. This definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

May means that a certain feature, component, or action is permissible, but not required.

Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive and not evaluated any further.

Shall has the same meaning as the word must and is an obligation to the condition.

Should means that a certain feature, component and/or action is desirable and not mandatory.

8.2. OPEN COMPETITION

It shall be the respondent's responsibility to ask questions, request changes or clarification, or otherwise advise the Financial Management and Administration, Purchasing Division, in writing, if any language, specifications, or requirements of a proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the proposal to a single source. Any and all communication from respondents regarding specifications, requirement, competitive RFP process, etc., must be directed to the purchasing administrator from the Financial Management and Administration, Purchasing Division, as indicated

on the first page of the proposal. Such communication should be received at least seven (7) calendar days prior to the official RFP opening date.

Every attempt shall be made to ensure that the respondent receives an adequate and prompt response. However, in order to maintain a fair and equitable RFP process, all respondents will be advised, via the issuance of an amendment to the proposal, of any relevant or pertinent information related to the procurement. Therefore, respondents are advised that unless specified elsewhere in the proposal, any questions received by the Financial Management and Administration, Purchasing Division, less than seven (7) calendar days prior to the proposal opening date may not be answered.

Respondents are cautioned that the only official position of the County is that position which is stated in writing and issued by the Financial Management and Administration, Purchasing Division, in the proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement from the County.

The Financial Management and Administration, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among respondents, price-fixing by respondents, or any other anti-competitive conduct by respondents which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.

The Financial Management and Administration, Purchasing Division, reserves the right to officially modify or cancel a solicitation after issuance. Such a modification shall be identified by an amendment/addendum.

8.3. PREPARATION OF PROPOSAL

Respondents must examine the entire proposal carefully. Failure to do so shall be at respondent's risk.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications/requirements.

Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The respondent may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the RFP. In addition, the respondent shall explain, in detail: (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements; and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection.

Proposals lacking any written indication of intent to respond with an alternate brand or to take an exception shall be received and considered to be in complete compliance with the specifications and requirements as listed in the RFP.

All equipment and supplies offered in a proposal must be new and of current production and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the RFP.

The firm fixed prices shall remain valid for 90 days from RFP opening, unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

8.4. SUBMISSION OF PROPOSAL

A proposal must be submitted electronically at https://jocogov.ionwave.net by a respondent and must: (1) be signed electronically by a duly authorized representative of the respondent's organization; and (2) contain all information required by the RFP. If there is difficulty submitting a proposal electronically, contact the purchasing administrator for assistance. Arrangements may be made to receive sealed paper proposals by solicitation close by the Department of Financial Management and Administration, Purchasing Division, Johnson County Administration Building, 111 South Cherry Street, Suite 2400, Olathe, Kansas 66061-3486. You must register as

a supplier at https://jocogov.ionwave.net at least two (2) business days prior to the proposal opening to ensure a successful registration. No other method of submitting proposals will be accepted.

A response may be modified or withdrawn prior to the official opening date and time specified. No respondent may submit more than one response.

8.5. PROPOSAL OPENING

Virtual proposal openings are held via Zoom Meeting publicly on the opening date and at the opening time specified on the RFP document at the link provided below. Respondents may notify the purchasing administrator no less than two (2) business days before the bid opening if they wish to attend the bid opening in person for accommodation.

Zoom Meeting:

https://us02web.zoom.us/j/88006547901

It is the respondent's responsibility to ensure that the proposal is submitted electronically by the official opening date and time at https://jocogov.ionwave.net. Late submissions will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the respondent.

Unofficial results of all proposals that have been submitted will be available electronically at https://jocogov.ionwave.net within 24 hours of the RFP opening.

8.6. EVALUATION/AWARD

Any pricing information submitted by a respondent pursuant to the requirements of the RFP but not reflected on the pricing page shall be subject to evaluation if deemed by the Financial Management and Administration, Purchasing Division, to be in the best interests of the County.

Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

Awards shall be made to the respondent whose RFP (1) complies with all mandatory specifications and requirements of the proposal and (2) is the best RFP, considering price, responsiveness and responsibility of the respondent, and all other evaluation criteria specified in the RFP.

When evaluating a proposal, the County reserves the right to consider relevant information and fact, whether gained from a proposal, from a respondent, from respondent's references, or from any other source.

Any award of a contract shall be made by written notification from the Financial Management and Administration, Purchasing Division.

All submitted proposals and associated documentation shall be subject to the provisions of the Kansas Open Records Act (K.S.A. 45-215 et seq.). The Kansas Open Records Act does permit limited materials to be protected from disclosure. Generally, protected exceptions are financial information submitted as qualification statements and materials privileged under the rules of evidence. These documents should be properly labeled proprietary or confidential. The technical and cost/pricing response documents should not be labeled proprietary, confidential, or in any other manner to restrict dissemination.

The Financial Management and Administration, Purchasing Division, reserves the right to request written clarification of any portion of the respondent's response in order to verify the intent of the respondent. The respondent is cautioned, however, that respondent's response shall be subject to acceptance without further clarification.

The Financial Management and Administration, Purchasing Division, reserves the right to award by item, groups of items, or on all or none basis; and reserves the right to reject any or all proposals in part, or in its entirety, to waive any minor technicality or irregularities of proposals received.

In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

Respondents who protest the conditions, specifications or scope of services, or other requirements contained in this solicitation are encouraged to review the County's Administrative Purchasing Policies and Procedures located at the County's website at Johnson County Administrative Policy & Procedures.

8.7. CONTRACT/PURCHASE ORDER

By submitting a proposal, the respondent agrees to furnish any and all equipment, supplies and/or services specified in the RFP, pursuant to all requirements and specifications contained herein.

A binding contract shall include: (1) The RFP and any amendment thereto; (2) the respondent's proposal submitted in response to the RFP; and (3) the County's acceptance of the respondent's proposal, in writing.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

8.8. INVOICING AND PAYMENT

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the County.

Payment for all equipment, supplies, and services shall be made in arrears. Johnson County shall not make any advance deposits, unless provided for in the contract.

The County assumes no obligation for equipment and supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.

The County and its agencies are exempt from state and local sales and use taxes by KSA 79-3606. Situs of all transactions under the order(s) that shall be derived from the RFP shall be deemed to have been accomplished within the State of Kansas.

8.9. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

Prior to delivery of equipment, each unit must be completely serviced and lubricated in accordance with factory service specifications. Successful respondent is responsible to furnish any equipment needed for unloading of equipment at the F.O.B. destination point.

8.10. INSPECTION AND ACCEPTANCE

No equipment, supplies, and/or services received by an agency of the County pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.

All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

The County reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.

The County's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to the County.

8.11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services in accordance with generally accepted industry standards, practices and principles applicable to the work and shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the Financial Management and Administration, Purchasing Division; (2) be fit and sufficient for the purpose expressed in the RFP; (3) be of good materials and workmanship; and (4) be free from defect. The contractor shall replace a defective product at its own cost.

8.12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

8.13. CANCELLATION/TERMINATION OF CONTRACT

In the event of material breach of the contractual obligations by the contractor, the County, may cancel the contract. At its sole discretion, the County, may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. Unless otherwise provided for in the contract, the actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

If the contractor fails to cure the breach or if circumstances demand immediate action, the Financial Management and Administration, Purchasing Division will issue a notice of cancellations terminating the contract immediately.

If the County cancels the contract for breach, the County reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the County deems appropriate and back charge the contractor for any additional costs incurred thereby.

The County reserves the right to terminate the contract at any time for the convenience of the County, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever."

8.14. COMMUNICATIONS AND NOTICES

Any notice or other communication to the contractor shall be made in writing via email, delivered personally, or by United States mail, postage prepaid, to the address listed in the contractor's proposal.

8.15. NON-DISCRIMINATION IN EMPLOYMENT

In accordance with K.S.A. 44-1030, the contractor agrees that:

The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, color, sex, religion or creed, age, disability, pregnancy, ancestry or national origin, military status or membership or service in the military;

In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

If the contractor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County;

If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the County; and

The contractor shall include the provisions of subsections immediately above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this Section shall not apply to the contractor if the contractor employs fewer than four employees during the term of the present contract or the present contract cumulatively totals $5,000 or less during the fiscal year of the County.

8.16. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

8.17. GOVERNING LAW AND VENUE

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas, and the District Court of Johnson County, Kansas shall have jurisdiction over any controversy or claim arising out of, or relating to, the contractual agreements or their performance or interpretation.

8.18. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold the BOCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission, recklessness, negligent act or willful misconduct of the contractor (collectively hereinafter "claims"). Without limiting the generality of the foregoing, any and all such claims, relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims at contractor's sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

8.19. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

8.20. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that the County, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the County any and all such books, documents, papers, and records.

8.21. HIPAA COMPLIANCE

The contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of HIPAA, the administrative regulations issued by the Department of Health and Human Services ("DHHS") as found in 45 C.F.R. Parts 160 through 164 (the "HIPAA or DHHS regulations"), and the Health Information Technology for Economic and Clinical Health Act, Public Law 11-005 (the "HITECH Act"), as such laws and regulations may be amended from time to time, and enter into a Business Associate Contract with the County, as may be required, so as to provide necessary reasonable assurances to the County that the contractor as an Business Associate will comply with the portions of those laws and regulations made applicable to business associates by HIPAA and the HITECH Act.

8.22. TAX CLEARANCE FOR TAXES OWED TO LOCAL GOVERNMENTS

The local governments of Johnson County, KS, City of Kansas City, MO, Jackson County, MO, and the Unified Government of Wyandotte County, KS (collectively the "Local Governments"), have agreed to cooperate with

each other to ensure that tax funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contactor agrees that the Contractor shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition of award. Upon award of contract and all subsequent renewals with Johnson County in the amount of $150,000.00 or more, contractor must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the "Local Governments" and submitted to the Johnson County Purchasing Department prior to a notice of award (or) contract renewal. The Tax Clearance Certification shall be valid for a period of one year from the date of issuance and shall not be dated more than sixty (60) days prior to any notice of intent to contract by the County.

8.23. TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS

Within ten (10) calendar days after notification to enter into contract, the successful respondent must furnish the specified insurance and bonds required, if any. If any successful respondent fails to furnish said documents within ten (10) calendar days, the award to that respondent may be withdrawn and awarded to the next acceptable proposal.

8.24. SURCHARGES

Surcharges (fuel, tarriff or otherwise) are not allowed under any agreement as a result of this RFP. Any such surcharges are to be included in the contract pricing.

8.25. ADDITIONAL SERVICES

The County reserves the right to add additional services to the contract with the mutual consent of the contracting parties within the contract period.

8.26. NEGOTIATIONS

The County reserves the right to negotiate any and all elements of a contract resulting from this RFP.

8.27. TRAVEL EXPENSES

The County will reimburse reasonable and necessary travel and related expenses to the successful contractor based on the following conditions: travel expenses for airline expenses for business class based on actual cost. Lodging, mileage, and food will be based on the GSA per diem rates for the Kansas City Metro region. All such expenses will be up to but not in excess of the per diem rate for this area based on actual receipts. The applicable GSA per diem information can be located at http://www.gsa.gov/portal. Additional expenses such as ground transportation to and from the airport and vehicle rental may also be approved. All travel expenses are subject to the County's prior approval and must have receipts to verify expenses.

8.28. PUBLICITY CLAUSE

Respondent must obtain prior written approval from the County for use of information relating to the County or the contract in advertisements, brochures, promotional materials or media, press releases or other informational avenues.

8.29. OWNERSHIP

Any work product or deliverable report or date provided to the County as a result of work performed while under contract shall be considered property of the County and may be used in any fashion the County deems appropriate.

8.30. OBJECTIONS

Any objections or concerns to the RFP language, terms and conditions, scope or other elements of the RFP must be included with the respondent's response. Failure to note such concerns will indicate respondent's acceptance of the same.

8.31. SAM (System of Award Management)

Federal Grant shall be verified through SAM for supplier suspension or debarment:
https://sam.gov/content/home

8.32. LICENSES AND PERMITS

The contractor shall be, without expense to the County, responsible for obtaining any necessary licenses and permits.

8.33. CODES AND REGULATIONS

All work within the scope of this RFP shall be completed by the successful respondent to all applicable current prevailing codes and regulations.

8.34. CONTRACT PRICING

The prices quoted by the successful respondent shall remain firm during the initial contract period. Prices for contract renewal periods shall be negotiated and mutually agreed upon.

9. SPECIAL CONDITIONS

9.1. INSURANCE

Contractor shall carry and maintain in force for the duration of the Contract insurance coverage of the types and minimum limits, and under the terms and conditions set forth in Attachment A, which is attached hereto and incorporated herein by reference.

10. COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

If Johnson County, Kansas awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipality, County Public Utility, Hospital, Educational Institution, or any other non-profit organization? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract). This section will not affect award.

YES_____ NO_____

- Sales will be made in accordance with the prices, terms, and conditions of the Request for Proposal and any subsequent contract.
- There shall, however, be no obligation under the cooperative procurement agreement for any organization to utilize the RFP or contract unless they are specifically named in the Request For Proposal.
- All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other contract administration will be the responsibility of the ordering jurisdiction.
- The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Purchasing Administrator, Johnson County, Kansas.
- Each jurisdiction that is a party to the joint RFP has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

11. INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? YES___ NO____

Is a discount offered for prompt payment of invoices? YES___ NO____

a. Vendor Terms: _____

b. % Discount: _____

c. Net _____Days

12. INSTRUCTIONS FOR RESPONDING TO RFP

A proposal must be submitted electronically at https://jocogov.ionwave.net by a respondent and must: (1) be signed electronically by a duly authorized representative of the respondent's organization; and (2) contain all information required by the RFP. If there is difficulty submitting a proposal electronically, contact the purchasing administrator for assistance. Arrangements may be made to receive sealed paper proposals by solicitation close by the Department of Financial Management and Administration, Purchasing Division, Johnson County Administration Building, 111 South Cherry Street, Suite 2400, Olathe, Kansas 66061-3486. You must register as a supplier at https://jocogov.ionwave.net at least two (2) business days prior to the proposal opening to ensure a successful registration. No other method of submitting proposals will be accepted.

It is your responsibility to follow the instructions and guidelines and provide appropriate response attachments where requested. Forms are provided as templates and may or may not be used as you prefer. The intent of the sample forms is to provide your firm an understanding of the information requested by the County to appropriately evaluate your proposal. Should you choose to modify or change the forms, that is acceptable but if you fail to provide the information requested that may impact your evaluation scores.

12.1. KEY CONSULTANTS/ASSOCIATES

If respondent intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, names and addresses of all such individuals or firms should be provided, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted.

12.2. RESUMES

Provide brief resume of key persons, specialists and individual consultants who shall be assigned to the county's project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title; (b) Email and Telephone Number; (c) the project assignment or role which that person will be expected to fulfill in connection with this project; (d) the name of the firm or organization, if any, with whom that individual is presently associated; (e) years of relevant experience with present firm and other firms; (f) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two PhD's, list both), the year received and the particular technical/professional discipline which that individual will bring the project; (g) if registered as an architect, engineer, surveyor, etc. show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states.); and (h) a synopsis of experience, training, or other qualities, which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, etc. please limit synopsis of experience to directly relevant information.

12.3. ILLUSTRATIVE WORK

List up to ten (10) projects which demonstrate competence to perform work similar to that likely to be required on this project. More recent projects are preferred. Prime consideration will be given to projects that illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project; (b) completion data (actual when available, otherwise estimated); (c) name and address of the owner of that project; (d) total construction cost of completed project (or where no construction was involved, the approximate cost of respondent firm's work); (e) percentage of the project for which the named firm was/is responsible; (f) name and phone number of individual to contact for reference, preferably the project owner's project manager (the name of the individual indicated and their information must be current); (g) a narrative description of the example project including quantifiable data wherever possible, e.g. square footage, site acreage, etc. (photographs and other relative supporting data may be attached to this form in support of this question); (h) brief description of type and extent of services provided for each project; and (i) personnel who worked on the example project that will be assigned to the County's project (include each individual's role on the example project).

12.4. PROJECT APPROACH AND UNDERSTANDING

Concisely state the firm's understanding of the services required by the County. Provide a summary of the firm's proposed project approach, including any unique or challenging aspects of the approach, if appropriate.

12.5. ADDITIONAL INFORMATION AND RESOURCES

Through narrative discussion, show reasons why the firm believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs, which best demonstrate design capabilities of the team proposed for this project.

12.6. PROPOSED COST

Will only be required of finalists and is due at the time of the interview. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the county. **DO NOT SUBMIT WITH PROPOSAL.**

13. SAMPLE FORMS

KEY CONSULTANTS/ASSOCIATES

If respondent intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, names and addresses of all such individuals or firms should be provided, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted.

List key outside consultants/associates who will be used for the County's project.		
Name & Address	Specialty	Worked with before?
1)		
2)		
3)		
4)		
5)		

RESUMES

Provide brief resume of key persons, specialists and individual consultants who shall be assigned to the county's project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title; (b) Email and Telephone Number; (c) the project assignment or role which that person will be expected to fulfill in connection with this project; (d) the name of the firm or organization, if any, with whom that individual is presently associated; (e) years of relevant experience with present firm and other firms; (f) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two PhD's, list both), the year received and the particular technical/professional discipline which that individual will bring the project; (g) if registered as an architect, engineer, surveyor, etc. show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states.); and (h) a synopsis of experience, training, or other qualities, which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, etc. please limit synopsis of experience to directly relevant information.

a. Name and Title:
b. Email and Telephone Number:
c. Project Assignment:
d. Name of firm with which associated:
e. Years' experience: With the firm _____ With other firms _____

f. Education: Degree(s)/Year/School/Specialization
g. Active Registration: Year First Registered/Discipline
h. Other Experience and Qualifications relevant to the proposed project:

ILLUSTRATIVE WORK

List up to ten (10) projects which demonstrate competence to perform work similar to that likely to be required on this project. More recent projects are preferred. Prime consideration will be given to projects that illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project; (b) completion data (actual when available, otherwise estimated); (c) name and address of the owner of that project; (d) total construction cost of completed project (or where no construction was involved, the approximate cost of respondent firm's work); (e) percentage of the project for which the named firm was/is responsible; (f) name and phone number of individual to contact for reference, preferably the project owner's project manager (the name of the individual indicated and their information must be current); (g) a narrative description of the example project including quantifiable data wherever possible, e.g. square footage, site acreage, etc. (photographs and other relative supporting data may be attached to this form in support of this question); (h) brief description of type and extent of services provided for each project; and (i) personnel who worked on the example project that will be assigned to the County's project (include each individual's role on the example project).

<table>
<tr><td colspan="2">a. Project Name & Location</td><td rowspan="2">c. Project owners Name & Address</td></tr>
<tr><td colspan="2">b. Completion Date (Actual or Estimated)</td></tr>
<tr><td colspan="2">Estimated Cost (In Thousands)</td><td rowspan="2">f. Project Owner's Contact Person, Title, & Telephone Number

Email _____</td></tr>
<tr><td>d. Entire Project

$</td><td>e. Work for Which Firm Was/Is Responsible

%</td></tr>
</table>

g. Scope of Entire Project (Please give quantitative indications wherever possible)
h. Nature of Firms Responsibility in Project (Please give quantitative indications wherever possible)
i. Firm's Personnel (Name/Project Role) Who Worked on the Stated Project and Shall be Assigned to the County's Project

PROJECT APPROACH AND UNDERSTANDING

Concisely state the firm's understanding of the services required by the County. Provide a summary of the firm's proposed project approach, including any unique or challenging aspects of the approach, if appropriate.

Click here to enter text.

ADDITIONAL INFORMATION AND RESOURCES

Through narrative discussion, show reasons why the firm believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs, which best demonstrate design capabilities of the team proposed for this project.

Click here to enter text.

PROPOSED COST

Will only be required of finalists and is due at the time of the interview. Failure to state all costs associated with the service being provided including disclosure of any anticipated travel, printing, or other miscellaneous costs may result in such fees not being honored or paid by the county. **DO NOT SUBMIT WITH PROPOSAL.**

Click here to enter text.

Attachment A – Insurance Requirements
RFP 2025-019 Disaster Debris Management Services

I. **Required Minimum Coverage**. Contractor shall be required to maintain and carry in force for the duration of the Contract, insurance coverage underwritten by insurer(s) lawfully authorized to write insurance in the State of Kansas with at least an A.M. Best A:VII rating, unless acceptable to and agreed to in writing by County, of the types and minimum limits as set forth below. If Contractor maintains broader coverage and/or higher limits than the minimum coverage outlined herein, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available proceeds in excess of the specified minimum limits herein, which are applicable to a given loss, shall be available to County. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

A. **Commercial General Liability**
   1. Must follow the most current ISO form CG 00 01, or an equivalent occurrence-based form with coverage at least as broad as the ISO form, with no amendments to the definition of an "insured contract" or limitations of "coverage territory";
   2. Coverage must include:
      a. Products/Completed Operations;
      b. Personal & Advertising Injury;
      c. Contractual Liability; and
      d. Independent Contractor Liability.
   3. Minimum required limits:
      a. $1,000,000 per occurrence;
      b. $2,000,000 general aggregate;
      c. $2,000,000 products/completed operations aggregate
   4. The Board of County Commissioners of Johnson County, KS, its officers, commissions, agencies and employees shall be named as Additional Insureds on this policy on a primary and non-contributory basis
   5. A copy of the following endorsement(s) must be attached to the certificate of insurance:
      a. Additional Insured (e.g., CG 20 10 or 20 33, or similar form with coverage at least as broad as the ISO form);
      b. Additional Insured status with respect to products/completed operations (CG 20 37, CG 20 39, CG 20 40, or similar form with coverage at least as broad as the ISO form);
      c. Primary and Noncontributory (CG 20 01, or similar form with coverage at least as broad as the ISO form); and
      d. Waiver of Transfer or Rights of Recovery Against Others to Us (CG 24 04, or equivalent) or similar subrogation waiver

B. **Workers' Compensation and Employer's Liability**
   1. Workers' Compensation coverage with statutory limits
   2. Employer's Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy
   3. The policy's other states (3.C.) status must include, "All states other than 3.A states and monopolistic states."
   4. Must be endorsed to contain a subrogation waiver in favor of the County for the work performed by Contractor
   5. A copy of the following endorsement(s) must be attached to the certificate of insurance:
      a. Subrogation waiver endorsement

C. **Automobile Liability**
   1. Must follow the most current ISO form CA 00 01, or an equivalent form with coverage at least as broad as the ISO form, and shall contain, or be endorsed to contain, Additional Insured coverage for County.
   2. Minimum required limits:

a. $1,000,000 Combined Single Limit per accident covering all owned, hired, and non-owned autos

3. If Contractor is transporting any type of hazardous materials under the Contract, then endorsements CA 99 48 or equivalent and MSC-90 (if the Contractor is a regulated motor carrier) are required.
4. A copy of the following endorsement(s) must be attached to the certificate of insurance, if applicable and/or necessary:
    a. Additional Insured; and
    b. CA 99 48 or equivalent and MSC-90 (if required due to transport of hazardous materials as noted above)

II. **Requirement to Provide Certificate of Insurance Evidencing Minimum Required Coverage; Notice of Changes**. A certificate or certificates of insurance (COI) evidencing the minimum required coverage outlined herein must be filed with the County prior to commencement of the Work or Project.

A. Under "DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES," the following must be included:
    1. a brief description of the service, work, or project, RFP/IFB/Contract number; and
    2. "The Board of County Commissioners of Johnson County, KS, its officers, commissions, agencies and employees are Additional Insureds under the Commercial General Liability and Automobile Liability policies on a primary and non-contributory basis."
    3. The Additional Insured requirement does not create a partnership or joint venture between the BOCC and Contractor under this Contract.

B. The Certificate Holder on each and every COI provided shall read as follows:

Board of County Commissioners of Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

C. Evidence of continuing coverage for the Contractor, Subcontractor or anyone directly or indirectly employed by any of them shall be made available, within five (5) days, upon request. Maintenance of required insurance coverage is a material element of this Contract, and failure to maintain, renew, or provide evidence of renewal of the same shall constitute a material breach of this Contract. Prior to any reduction in coverage, cancellation, or non-renewal the Contractor or its Agent shall provide Certificate Holder not less than thirty (30) days' advance written notice of such change in Contractor's insurance coverage. It is Contractor's sole responsibility to provide this notice to Certificate Holder. Failure to provide notice shall not relieve Contractor of its obligations under this Contract.

III. **Primary and Non-Contributory**. For any claims related to this Contract, the Contractor's insurance coverage shall be primary and noncontributory. The Contractor understands and agrees that any insurance or self-insurance maintained by the Board of County Commissioners of Johnson County, Kansas, and its officers, commissions, agencies, and employees shall apply in excess of and not be contributory with any insurance or self-insurance maintained by Contractor.

IV. **Waiver of Subrogation**. Contractor agrees to waive subrogation that any insurer may acquire from Contractor by virtue of the payment of any loss(es) relating to this Contract. Contractor agrees to obtain any endorsement to this effect as required by these provisions and agrees that even in the absence of such endorsement, Contractor's intent is to provide a broad waiver of subrogation against County for any loss(es) relating to this Contract.

V. **Self-Insured Retentions**. Self-insured retentions (SIRs) must be declared to and approved by County. The CGL and any policies, including any excess liability policies, may not be subject to a self-insured retention (SIR) that exceeds $250,000 unless approved in writing by County. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within SIR. Policies shall NOT contain any SIR provision that

limits the satisfaction of the SIR to the Named Insured. *Rather, the policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County*. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the indemnified Additional Insured parties. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

VI. **Claims-made Policies**. In the event Contractor procures insurance coverage that is written on a claims-made basis, Contractor shall at all times, including without limitation, after the expiration or termination of this Contract for any reason, maintain insurance coverage for any liability directly or indirectly resulting from acts or omissions of Contractor occurring in whole or in part during the term of this Contract (hereinafter "Continuing Coverage"). Contractor may maintain such Continuing Coverage through the procurement of subsequent policies that provide for a retroactive date of coverage equal to the retroactive date of the insurance policy in effect as of the effective date of this Contract, the procurement of an extended reporting endorsement (commonly known as "tail coverage") applicable to the insurance coverage maintained by Contractor during the term of this Contract, or such other method acceptable to County. Contractor shall maintain the full limit of any required coverage as stated above for the duration of the statute of repose.

VII. **Subcontractors and Sub-Subcontractors.** Contractor shall either ensure that all subcontractors and sub-contractors are covered under Contractor's insurance or require all subcontractors and/or sub-subcontractors maintain insurance meeting all the requirements stated herein. If the latter, Contractor shall ensure that the commercial general liability additional insured requirement of Contractor as noted herein is met by any subcontractors and/or sub-subcontractors through the inclusion of an endorsement providing coverage for "upstream" parties, such as County, with no direct contractual relationship with the insured.

VIII. **No Duty to Verify Satisfaction of Minimum Insurance Requirements**. County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand or verify evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

IX. **Special Risks or Circumstances**. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

X. **Commencement of Work**. Contractor shall not commence work under this Contract until the Contractor has obtained all required insurance and provided evidence of the same to County.

AshBritt

RFP: Disaster Debris Management Services

RFP Number: 2025-019









PROPOSER:

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
Phone: (954) 725-6992
Email: response@ashbritt.com

DELIVER TO:

Johnson County, KS
Ion Wave

DUE DATE/TIME:

August 11,2025
2:00 PM

PROPOSER CONTACT:

Brian Thomason
954-240-1110

MISSION

As the nation's leader in disaster response and recovery services, our team's mission is to support communities and help families in their time of need.

VALUES

Ensure safety, integrity, commitment to service, and teamwork.

VISION

Transform the industry through innovative and sound initiatives to support all communities with their environmental, infrastructure, and sustainability needs.

Table of Contents

- Table of Contents I
- Compliance Matrix IV
- Cover Letter V
- Table of Abbreviations VI

TAB 1. KEY CONSULTANTS/ASSOCIATES 1

- National Partners 1
- Subcontractor Plan 9
- Subcontractor Management 10
  - Procurement 10
  - Small and Disadvantaged Business Partnerships 11
  - Women in the Field of Emergency Management 17

TAB 2. RESUMES 18

- Key Team Member Overview 18
- Organizational Chart 20
  - Key Personnel Contact Information Chart 20
- Key Personnel Project Assignment 21
- Management Team Bios 22
  - Key Team Member Resumes 24
  - Removal/Replacement of Staff 40
  - Technical Assistance Team 40

TAB 3. ILLUSTRATIVE WORK 43

- Company Overview 43
  - AshBritt: The Nation's Leading Disaster Debris Manager and Emergency Services Provider 43
  - United States Army Corps of Engineers Trusted Contractor 44
- AshBritt Experience Overview 45
- Project History 46
- Illustrative Projects 47
  - 1. Multiple Storms – Overland Park and Prairie Village, KS 47
  - 2. Hurricane Helene – Buncombe County, NC 48
  - 3. Flooding Event – Louisville-Jefferson County, KY 49
  - 4. Tornado Event - Hopkins County, KY 50
  - 5. Hurricane Helene - Greenville County, SC 51
  - 6. 2024 Back-to-Back Events Leon County, FL: Tornado/Hurricane Debby/Hurricane Helene 52
  - 7. Hurricane Helene - Lowndes County, GA 53
  - 8. Hurricane Milton – Charlotte County, FL 54
  - 9. Severe Storms/Hurricane Beryl - City of Houston, TX 56
  - 10. Hurricane Beryl - Fort Bend County, TX 57
- Experience Table with Populations exceeding 600,000 58

TAB 4. PROJECT APPROACH AND UNDERSTANDING 59

- AshBritt's Technical Capabilities 59
- AshBritt's Disaster Response Cycle 60
  - Planning and Preparation 60
  - Mobilization 66
  - Response Operations 69
  - Project Reconciliation 102
- Federal Programs Expertise 104
  - FEMA's Public Assistance Program 105
  - Federal Reimbursement Experience 107
  - CDBG Expertise 108
  - Natural Resources Conservation Service's (NRCS) Emergency Watershed Program 110
  - Insurance Considerations 110

TAB 5. ADDITIONAL INFORMATION AND RESOURCES 111

- Awards, Acclaim, and Accomplishments 111

- COMMITMENT TO COMMUNITY 112
- REFERRALS AND ACCOLADES 116
- FINANCIAL CAPABILITY & RESOURCES 169
- CERTIFICATE OF GOOD STANDING 170
- EQUIPMENT LIST 171
  - Specialty Equipment and Facilities 172
- TECHNOLOGICAL ADVANTAGES 174

TAB 6. ATTACHMENT A – SIGNED AND FOLLOWS THIS PAGE 180

THE ASHBRITT DIFFERENCE

AshBritt's participation in the **National Response Framework** dates back to 1998 as a debris contractor for the **United States Army Corps of Engineers (USACE)**.

20 Years AshBritt's Senior Operations Team has worked together for more than 20 years.

ASHBRITT'S BONDING CAPACITY IS
Single Job: 1,000,000,000
Aggregate: 2,000,000,000
AND HAS $100 MILLION OF COMPANY WORKING CAPITAL

600+ RESPONSE MISSIONS
110+ FEDERALLY DECLARED DISASTERS
36 DIFFERENT STATES



In the last 10 years, AshBritt managed over 68,000,000 CY of debris, giving us more experience than any other company in the industry.

ASHBRITT HAS AN EXPERIENCE MODIFICATION RATING OF 0.81

ASHBRITT WAS ACTIVATED AS THE PRIME CONTRACTOR FOR ALL PROJECTS LISTED BELOW

HURRICANE KATRINA, U.S. ARMY CORPS DEBRIS REMOVAL MISSION 2005
- Collected and removed 21,500,000 CY of debris
- Collected and removed 9,000,000 CY of debris during the first 60 days
- Average production rate of 150,000 CY a day
- Underwrote $100,000,000

NORTHERN CALIFORNIA FIRES, U.S. ARMY CORPS DEBRIS REMOVAL MISSION 2017
- AshBritt conducted fire debris removal operations on 1,900 properties in Northern California
- Collected and removed 770,000 tons of fire debris within the 4 impacted jurisdictions
- At peak, AshBritt had 115 debris removal crews working, 553 trucks and moved 25,000 tons of fire debris in one day

HURRICANE IRMA & HURRICANE HARVEY 2017
- Provided debris management across 69 jurisdictions in Texas and Florida
- Collected and removed 12,000,000 CY of debris
- Removed waterway debris, white goods, putrescent debris, trees/limbs/stumps, and more.

HURRICANE MICHAEL 2018
- 11 separate debris removal missions across Florida and Georgia
- Collected and removed over 13,700,000 CY of disaster-generated debris
- Managed 16 Debris Management Sites

OREGON DEPT. OF TRANSPORTATION (ODOT) WILDFIRE PROJECT 2021
- Activated by ODOT in 2 jurisdictions
- AshBritt conducted wildfire debris removal operations on more than 2,100 properties
- Collected and removed 328,145 tons of wildfire debris

KENTUCKY FLOODING 2022
- Collected and removed 552,000 TONS of disaster-generated debris
- ROW, Waterway/Canal, PPDR, and DMS

HURRICANE IAN 2022
- Collected and removed 9,500,000 CY of disaster-generated debris
- ROW, PPDR/ROE, Waterway, and Base camp services
- Activated in 15 jurisdictions

HURRICANE BERYL 2024
- Collected and removed 3,643,320 CY of disaster-generated debris from 6 Texas jurisdictions
- Removed more than 26,000 hazardous hanging limbs and 200 trees

ASHBRITT PHILANTHROPY
AshBritt takes pride in being part of the long-term recovery of a community and has contributed over **$15 million** to community driven initiatives.

SUPPORTING LOCAL & SMALL BUSINESSES
AshBritt works with Small, Disadvantaged, Minority-Owned, Women-Owned, HUB Zone, and Veteran-Owned business enterprises.

ASHBRITT.COM

Compliance Matrix

Evaluation Criteria	Location in Proposal
Project Approach: 35 Points Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP as evidenced by its proposal.	Tab (4)
Firm Personnel: 25 Points Consider comparable experience and background of the specific personnel that shall be assigned to the County's project(s) as outlined in the proposal. Also consider the specific involvement of those persons in projects noted in the proposal.	Tab (2), Section: Key Team Member Resumes
Quality of Similar Work: 20 Points Consider previous experience and references listed in the proposal. Is the firm experienced in providing services similar to that requested in the RFP?	Tab (3)
Overall Responsiveness to the RFP. 10 Points Consider whether all requested information was furnished by the firm in the format required by RFP.	AshBritt has provided all information required by RFP.
Applicable Resources: 10 Points Evaluate the extent of applicable resources available to the firm to complete the County's project(s) as listed in the proposal.	Tab (5), Section: Financial Capacity & Resources Tab (5), Section: Equipment List
Preference will be given to firms that can show/demonstrate 10 or more years' experience in similar sized communities (600k or larger).	Tab (3) AshBritt's experience table demonstrating 10 or more years experience in similar size communities can be found on page 61

Cover Letter

**** Please see the following pages for AshBritt's Cover Letter ****

August 11, 2025

Mark Zack, Purchasing Administrator
Jonhson County, KS
Ion Wave

RE: RFP 2025-019 for Disaster Debris Management Services

Mr. Zack,

AshBritt, Inc. (AshBritt), the nation's leading disaster response and government solutions provider, is pleased to respond to Johnson County's RFP for Disaster Debris Management Services.

Company Background

Originally founded as a landscaping company, AshBritt's first emergency response effort supported South Florida communities in the wake of Hurricane Andrew. AshBritt was officially incorporated in the State of Florida in October 1992 and has since carried out more than 600 disaster recovery and emergency response projects across the United States. In our 32-year history, we have responded to more than 110 federally declared disasters and performed work in 36 states, collecting, managing, processing, and disposing of more than 185 million cubic yards of debris following hurricanes, tornadoes, floods, snow/ice storms, wildfires, and earthquakes. AshBritt is a company in good standing with the Kansas Secretary of State, and as the nation's leader in disaster debris management services, we maintain the necessary resources, licenses, insurance, and bonding to perform the required scope of services for this RFP. Notably, the United States Army Corps of Engineers (USACE) awarded AshBritt the largest pre-positioned post-disaster debris management contract ever granted to one firm in 2021. This contract award covers 25 states, confirming our place as the nation's industry leader. AshBritt is the only contractor that has maintained a 25-year post-disaster debris management contract with USACE.

Understanding of Scope of Services

We have managed all types of debris, including vegetative waste; construction and demolition (C&D) debris; hazardous leaning trees, hanging limbs, and stumps; sand/silt; white goods; electronic waste; animal carcasses; vehicles/vessels; waterway debris removal on navigable and non-navigable waterways; household and hazardous wastes. We have also completed many projects requiring special services, including but not limited to damage assessments, private property debris removal, utility coordination, demolition, muck removal, pumping, full turnkey emergency base camps, comfort stations, and a myriad of ancillary services. We will leverage this experience to reduce risk, ensure safe operations, and deliver cost-effective services in a professional and timely manner to the County.. We also have extensive in-house emergency management training along with the personnel/resources available to perform any size debris removal mission. Further, our in-house M/WBE Officer works closely with various agencies to maximize the use of local, small, and minority businesses so that we may better support the State's local economy while also ensuring that all federal, state, and local procurement requirements when subcontracting.

Kansas Experience

AshBritt has a proven track record of delivering efficient and effective debris management solutions in diverse regions across the United States, including Kansas.

Nationwide Severe Storms and Tornados (2024): AshBritt was activated in response to a multitude of severe storms and tornado events that impacted seven client jurisdictions across five states - FL, GA, TX, **KS**, and KY. While simultaneously operating in these locations, AshBritt collected more than 1,500,000 CY of debris, conducted three hazardous leaner/hanger removal operations, and managed seven debris management locations. For Overland Park, KS, we collected 13,000 CY of vegetative debris that was direct-hauled to the City's Parks Department for further processing.

Straightline Windstorm (2023): For the cities of Overland Park and Prairie Village, AshBritt collected debris from ROW and provided citizen drop-off site collection. In total, we managed 67,000 CY of vegetative debris.

Severe Storms (2022): AshBritt deployed equipment and manpower to Overland Park, Kansas following severe rainstorms that produced high winds and knocked over trees. Through activation of our county contract, we were specifically tasked to assist with debris clearing and removal from the public ROW.

Winter Storm Gia (2019): AshBritt conducted ROW vegetative debris collection and hazardous tree and limb removal for Overland Park, KS. We processed and hauled 19,946 CY of vegetative debris from the Debris Management Site to the final disposal site.

Additional Recent Experience

Hurricanes Helene and Milton (2024): AshBritt provided disaster debris management and logistical services to more than 40 jurisdictional authorities across five states, including expansive debris removal missions for USACE in Georgia and North Carolina. We performed a myriad of different services, including, but not limited to: emergency clearance; ROW vegetative and C&D debris removal; tree trimming/removal; PPDR; demolition; DMS management; waterway debris removal; sand/silt screening and removal; white goods management; debris reduction and disposal; base camp establishment; and the provision of emergency logistical items. We have managed the collection, removal, and disposal of more than 18,000,000 CY of debris in response to these events thus far. Our USACE North Carolina operations for waterway debris removal and private property debris removal remain ongoing.

Hurricane Beryl (2024): AshBritt was activated to provide debris management services for multiple Texas jurisdictions, including Houston, Harris County, Pasadena, Freeport, Fort Bend County, and Jersey Village. This expansive operation resulted in the collection, removal, and disposal of more than 3,000,000 CY of debris and the removal of thousands of hazardous trees and limbs.

Hurricane Ian (2022): AshBritt conducted debris removal operations in 15 jurisdictions throughout the State of Florida in response to Hurricane Ian. At our peak, we had approximately 450 debris-hauling trucks and units simultaneously operating throughout the state, and we removed more than 9,500,000 cubic yards of debris. This operation included the removal of construction and demolition debris, vegetative debris, hazardous leaning trees and hazardous hanging limbs, 933,562 cubic yards of waterway debris, over 900 properties in which we conducted private property debris removal, white goods removal, and freon removal. We also removed 100 vehicles and 110 derelict vessels (some by helicopter) and provided other ancillary services, including three base camps.

Kentucky Flooding (2022): Following severe flooding in eastern Kentucky, the Kentucky Transportation Cabinet awarded AshBritt the sole contract for both ROW and waterway debris collection and removal services, spanning 13 counties. Tasked with removing disaster debris from 640 miles of rivers, creeks, streams, and other eligible waterways, this mission constituted the largest single U.S. inland waterway debris removal project in decades. Removed debris consisting of C&D, vegetation, vehicles, houses/mobile homes; collapsed bridges, etc. We used large and small excavators, logging equipment (e.g., cutters, feller bunchers, forwarders, and tracked haul units), and debris-hauling units to perform the work. After the ROW and waterway debris removal was completed, AshBritt was then issued 273 Notices to Proceed for Private Property Debris Removal, of which 138 were demolition properties. A total of 663,000 tons of debris was removed.

Kentucky Tornadoes and Straightline Windstorms (2021-2022): AshBritt was selected as the firm to provide debris removal services to Hopkins County, KY as a result of the damages the County sustained from the December 2021 tornadoes. At our peak, fifty-four trucks were in use and project completion totaled the removal of 410,000 cubic yards.

Commitment to Community and Local Partners

AshBritt's philanthropic arm, the AshBritt Foundation, has the primary mission of supporting communities where we live and work. The AshBritt Foundation provides support in four areas: 1) Disaster-Impacted Communities; 2) Vocational Schools and Technical Training; 3) Youth Education; and 4) Mental Health. **Since 2014, $15,000,000 from AshBritt and the AshBritt Foundation has been invested back into the communities where we live and work.** The Foundation aims to further serve communities long after the immediate recovery ends

Primary Contact for RFP
Brian Thomason, VP
Office: (954) 725-6992
Fax: (954) 725-6991
Toll-Free: (800) 244-5094
Mobile: 954-240-1110
bthomason@ashbritt.com

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

Contact with the Ability to Bind
Brittany Castillo, CEO
Charles "Dow" Knight, Sr. VP
Christina Demidio, Treasurer
Office: (954) 725-6992
Fax: (954) 725-6991
Mobile: (954) 818-4416
response@ashbritt.com

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

Sincerely,

Christina Demidio
Treasurer

CERTIFIED RESOLUTION

(AUTHORITY TO EXECUTE PROPOSAL AND CONTRACT)

I, Brittany Perkins Castillo, the duly elected Secretary of the Board of Directors and also the President and Chief Executive Officer of AshBritt, Inc., a corporation organized and existing under the laws of the State of Florida do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with laws and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT Christina Demidio, the duly elected Officer/Treasurer of AshBritt, Inc. be and is hereby authorized to execute and submit any and all documents or any such other instruments as may be necessary on behalf of the said corporation and that all documents or other such instruments signed by her shall be binding upon the said corporation as its own acts and deeds.

I further certify that the above resolution is in full force and effect and has not been revised, revoked or rescinded.

I further certify that the following IS the name, title and official signature of the person authorized to act by the foregoing resolution.

Christina Demidio : _____
Title: Officer / Treasurer

Given under my hand and the Seal of the said corporation this 22nd day of October, 2024.

By: _____
Brittany Perkins Castillo, President/CEO, AshBritt, Inc.

AshBritt, Inc. CORPORATE SEAL 1992 FLORIDA

The foregoing instrument was acknowledged before me this 24th day of October, 2024 by Brittany Perkins Castillo, as President/CEO for AshBritt, Inc. That she is personally known to me.

_____

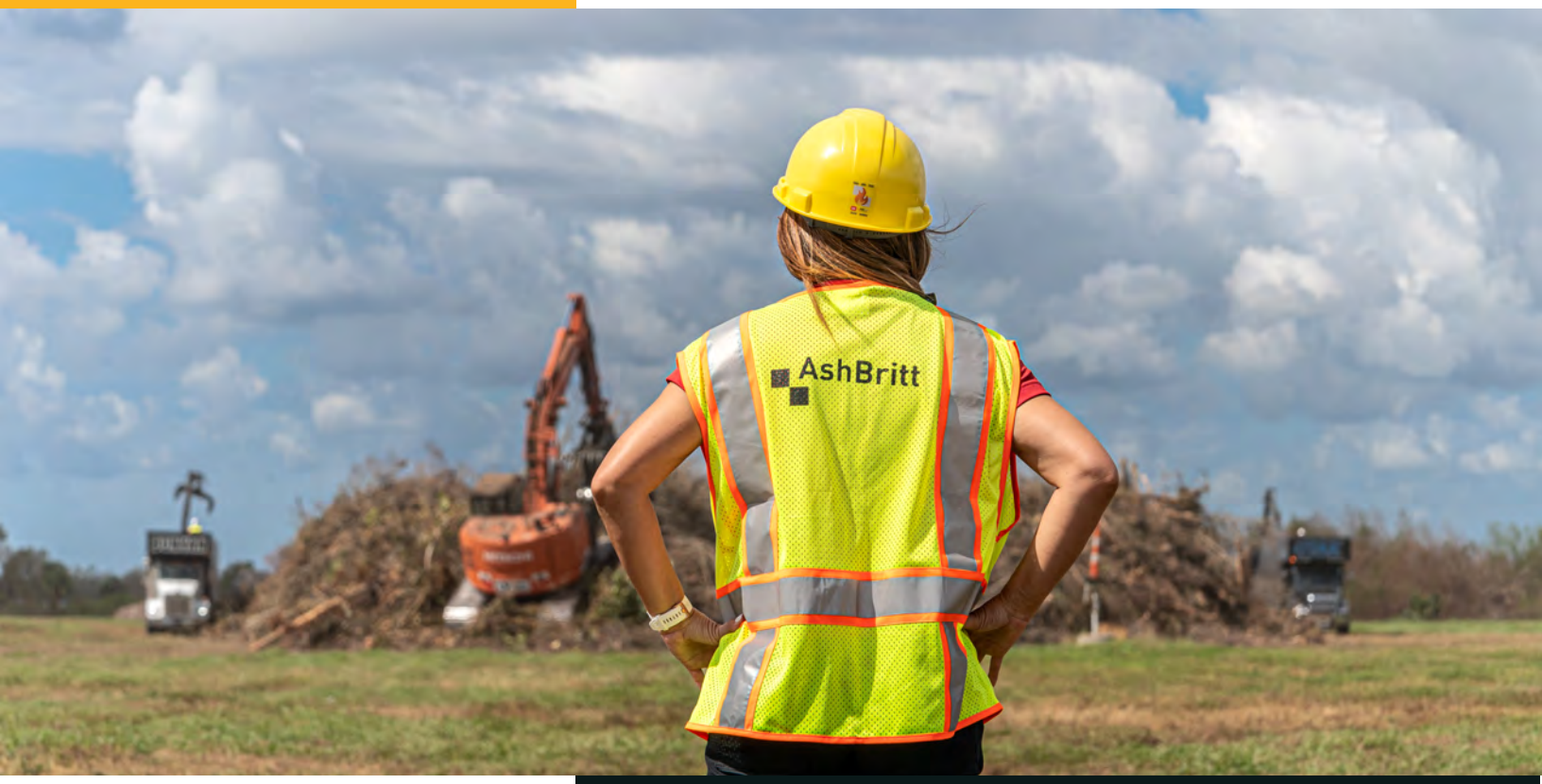
FLORIDA NOTARY ASSOCIATION SINCE 1970

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

Table of Abbreviations

- ACI - Air Curtain Incinerator
- ACM - Asbestos-Containing Materials
- ADA – Americans with Disabilities Act
- ADMS - Automated Debris Management System
- AHA - Activity Hazard Analysis
- C&D - Construction & Demolition
- CEMP - Comprehensive Emergency Management Plans
- CFR - Code of Federal Regulations
- CQCM - Contractor Quality Control Management
- DBE - Disadvantaged Business Enterprise
- DEMHS - Division of Emergency Management and Homeland Security
- DFO - Disaster Field Office
- DMC - Debris Management Center
- DSR - Damage Survey Reports
- EHSM - Environmental Health & Safety Manager
- EOC - Emergency Operations Center
- EPA - Environmental Protection Agency
- EPLS - Excluded Party List System
- ER - Emergency Relief
- FAR - Federal Acquisition Regulations
- FCO - Federal Coordinating Officer
- FEMA - Federal Emergency Management Agency
- FHWA - Federal Highway Administration
- FMAG - Fire Management Assistance Grant
- HHW - Household Hazardous Waste
- HMGP - Hazard Mitigation Grant Program
- HUB - Historically Underutilized Businesses
- ICS - Incident Command System
- JRJ - Joint Resolution Jurisdiction
- LSA - Logistical Staging Areas
- MBE - Minority-Owned Business Enterprises
- MOT - Maintenance of Traffic
- MRE - Meals Ready to Eat
- MUTCD - Manual on Uniform Traffic Control Devices
- NEPA - National Environmental Policy Act
- NESHA - National Emission Standards for Hazardous Air Pollutants
- NIMS - National Incident Management System
- NRCS - Natural Resources Conservation Service
- NRP - National Response Plan
- NTP - Notice-to-Proceed
- OCC - Office of Chief Counsel
- OM - Operations Manager
- OSHA - Occupational Safety and Health Administration
- PA - Public Assistance
- PAPPG - Public Assistance Program and Policy Guide
- PDAT - Procurement Disaster Assistance Team
- PMT - Project Management Team
- POD - Points of Distribution
- PPDR - Private Property Debris Removal
- PPE - Personal Protective Equipment
- PSA - Public Service Announcements
- PW - Project Worksheet
- QC - Quality Control
- QCM - Quality Control Manager
- QCR - Quality Control Representative
- RACM - Regulated Asbestos-Containing Material
- ROE - Right-of-Entry
- ROV - Remotely Operated Vessel
- ROW - Right of Way
- RSM - Recovered Screened Material
- SAD - South Atlantic Division
- SAM - System for Award Management
- SBE - Small Business Enterprises
- SERT - State Emergency Response Team
- SHPO - State Historic Preservation Officer
- SOP - Standard Operating Procedures
- SPD - South Pacific Division
- SRIA - Sandy Recovery Improvement Act
- TDMS – Temporary Debris Management Site
- TDSR - Temporary Debris Staging and Reduction
- TO - Task Order
- THPO - Tribal Historic Preservation Officer
- USACE - United States Army Corps of Engineers
- VBE - Veteran-Owned Business Enterprises
- WBE - Women-Owned Business Enterprises

TAB 1



AshBritt

KEY CONSULTANTS/ ASSOCIATES

Tab 1. KEY CONSULTANTS/ASSOCIATES

National Partners

During the critical first stages of disaster recovery, local subcontractors who are themselves affected by the event may be hampered in their ability to respond immediately. This is where larger, geographically independent firms excel. Their readily available resources and prior experience enable them to spearhead initial mobilization efforts while simultaneously supporting local businesses as operations scale up.



Our established network of trusted offsite subcontractors possesses extensive expertise in FEMA documentation, reimbursement procedures, and disaster project management. These partnerships ensure a swift and efficient debris removal response, ultimately helping communities recover faster. The table below identifies some of our most trusted, long-term partners that could be called upon to supplement work in Johnson County.

LONG-TERM PARTNERS		
Subcontractor	**Years of Partnership**	**Project Function**
County Waste, Inc.	25+	ROW debris collection, DDMS management and reduction, and haul-out services.
Dorado Services Inc.	25+	ROW debris collection, DDMS management and reduction, and haul-out services.
Kansas City Tree Services	15+	ROW debris collection, PPDR, DDMS management and reduction, and haul-out services.
K&E Excavating	5+	ROW debris collection, PPDR, DDMS management and reduction, and haul-out services.
Northern Tree Service, Inc.	15+	ROW debris collection, DDMS management and reduction, and haul-out services.
Paul Bunyan, Inc.	25+	ROW debris collection and DDMS management and reduction.
Tri-Rivers Logging	25+	ROW debris collection, DDMS, and hazardous tree removal.

KANSAS CITY TREE CARE	**1505 Merriam Ln, Kansas City, KS 66103**
	ROW debris collection, debris site management, and hazardous tree removal.

Kansas City Tree is a full-service disaster response firm that: is a licensed and insured disaster debris contractor with access to 150+ bucket trucks, and 100+ hauling trucks; has an army of highly trained, experienced tree professionals; and is experienced in responding to ice storms and other severe storms.

AshBritt utilized Kansas City Tree in response to the following disaster events:

- 2024 Hurricane Helene/Milton
- 2024 Hurricane Beryl
- 2022 Hurricane Ian
- 2018 Hurricane Michael
- 2016 Hurricane Matthew
- 2014 Winter Storm Pax
- 2011 CT/MA Severe Storms

Kansas City Tree Care
— Quality without compromise —

Home | Services | Specials | Gallery | News | Information

CALL US NOW
913-894-4767

HOME > DISASTER

Disaster



24 Hour Response

Disaster Relief Team

Kansas City is no stranger to intense weather conditions, often leaving home and business owners with storm damage to handle. Fortunately, Kansas City Tree Care is ready to help with their 24-hour emergency response for weather-related tree damage throughout the area. Their experienced team of experts quickly mobilizes to clear away fallen limbs and damaged trees. Home and business owners can rest assured that their property will be returned to its previous state in no time at all. Safety doesn't just offer swift emergency services, but also provides free quotes for a hazardous tree assessment. Be prepared for any future storms with Kansas City Tree Care!

913-894-4767



COUNTY WASTE INC	8060 Mainline Parkway Fort Myers, FL 33912
	ROW debris collection, debris site management and reduction, and haul-out services.

County Waste Inc. has been an industry leader for over 25 years in the vegetative management and processing field. They have incorporated our shared experiences from working with large-scale natural disasters into their local debris-hauling methodology. Their logistical expertise enables them to haul any amount of debris from various locations while keeping overall costs down.

AshBritt utilized County Waste in multiple jurisdictions in response to the following disaster events:

- 2024 Hurricane Helene/Milton
- 2022 Kentucky Flooding
- 2022 Hurricane Ian
- 2021 Hurricane Ida
- 2018 Hurricane Michael
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2015 California Valley Fire
- 2012 Hurricane Sandy
- 2011 CT & MA Severe Storms
- 2008 Hurricane Ike
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- An array of other projects.



DORADO SERVICES	195 W Seminole Blvd, Sanford, FL 32771
	ROW debris collection, debris site management and reduction, and haul-out services.

Dorado Services, Inc. is a Sanford, Florida-based, HUB Zone small business with 25 years of experience and a current holder of USACE SATOC contracts for debris removal. Dorado can self-perform and mentor others in all phases of disaster recovery.

AshBritt utilized Dorado Services, Inc. in multiple jurisdictions in response to the following disaster events:

- 2022 Hurricane Ian
- 2018 Hurricane Michael
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2012 Hurricane Sandy
- 2011 CT & MA Severe Storms
- 2008 Hurricane Ike
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- An array of other projects

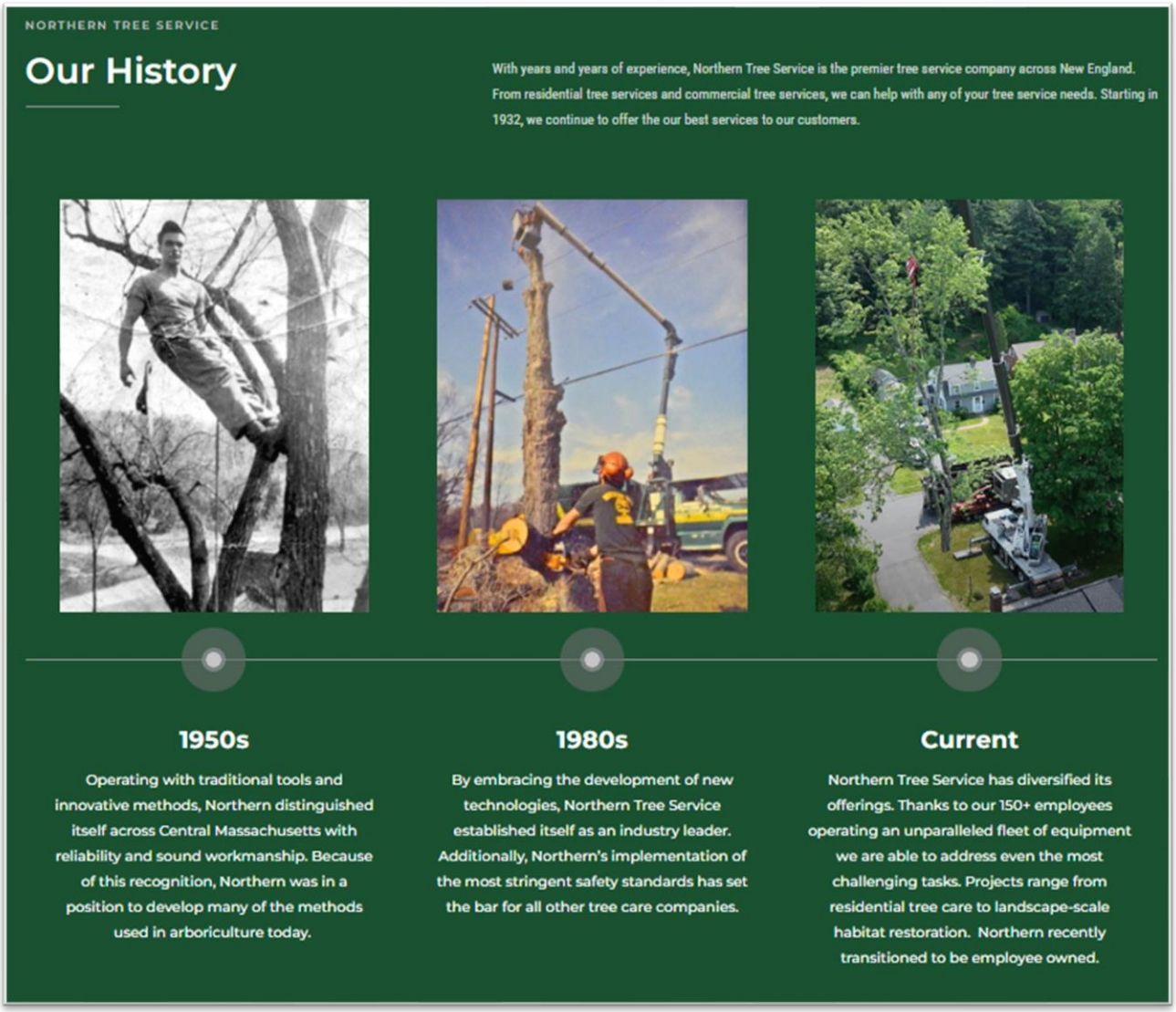


NORTHERN Tree Service	1290 Park Street, Palmer, MA 01069
	ROW debris collection, hazardous tree and limb removal, and haul-out services.

From its humble foundation in 1932, Northern Tree Service, Inc. has grown to become the most diversified tree care company in the industry. Servicing clients across the nation, Northern provides the most skilled personnel operating the latest equipment in order to address any measure of work. To support this continued growth Northern has become an employee-owned, ESOP company.

AshBritt utilized Northern Tree Service in multiple jurisdictions in response to the following disaster events:

- 2022 Hurricane Ian
- 2018 Hurricane Michael
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2012 Hurricane Sandy
- 2011 CT & MA Severe Storms
- 2008 Hurricane Ike
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- An array of other projects

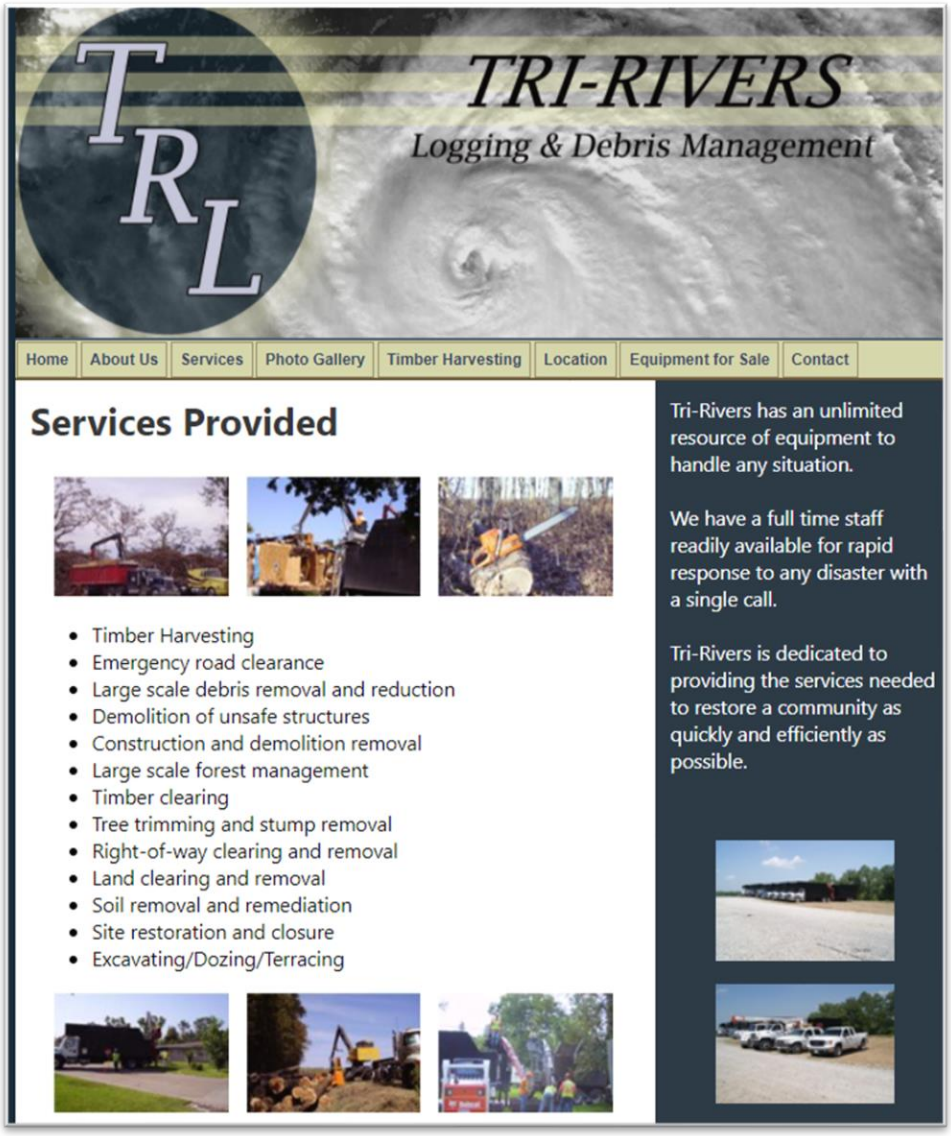


TRI-RIVERS Logging & Debris Management	P.O. Box 553 Cameron, MO 64429
	ROW debris collection, debris site management, and hazardous tree removal.

Tri-Rivers Logging Inc. Tri-Rivers has provided services to help states and local governments overcome the devastation left behind after a natural disaster since 1983. Tri-Rivers has the strong personnel, equipment, and financial resources to provide complete, efficient management of a project from start to finish.

AshBritt utilized Tri-Rivers in multiple jurisdictions in response to the following disaster events:

- 2019 Hurricane Dorian
- 2018 Hurricane Michael
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2003 Hurricane Isabel

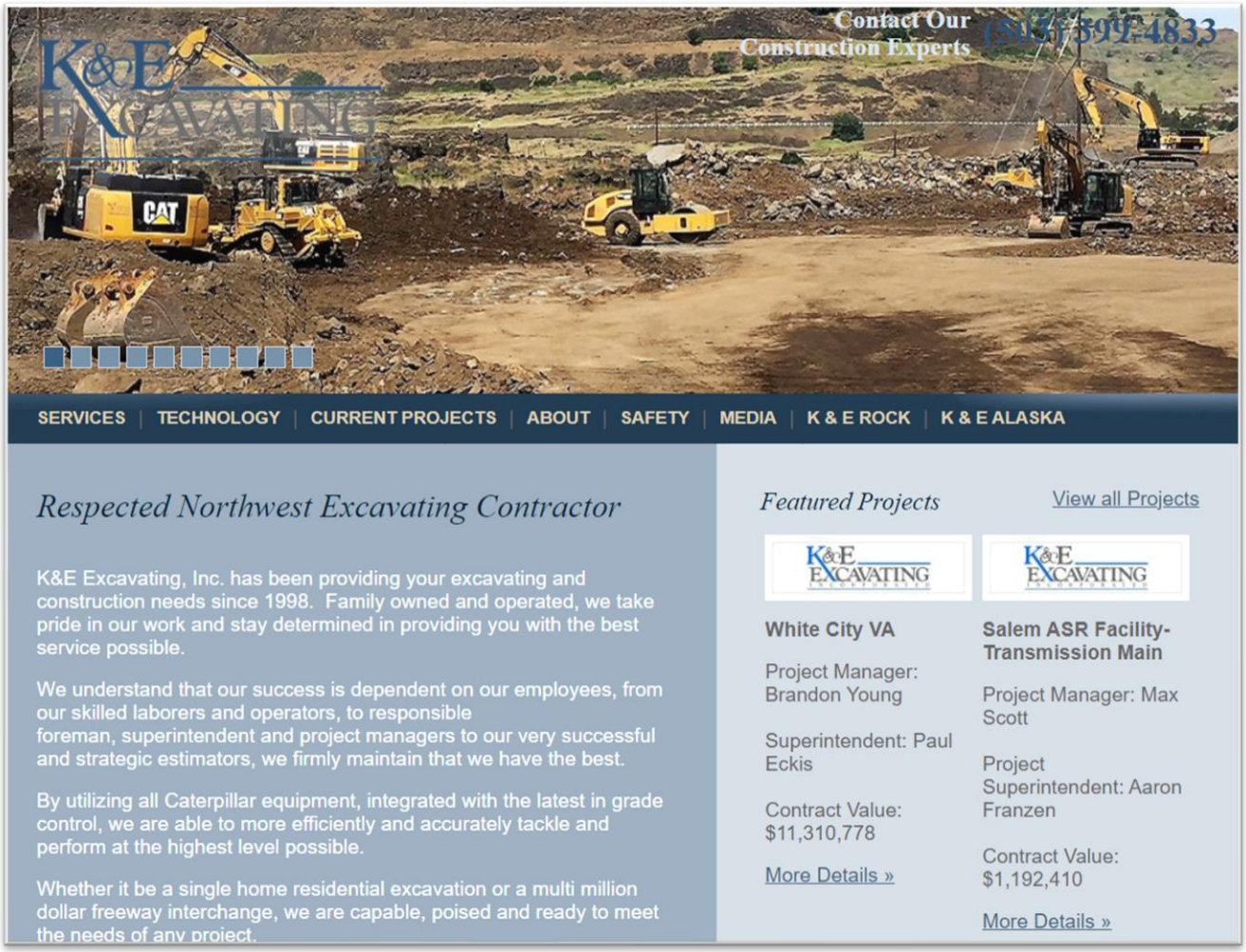


K&E EXCAVATING INCORPORATED	3871 Langley St. SE Salem, OR 97317
	Emergency clearance, snow removal, ROW debris collection, debris site management, and hazardous tree removal.

K&E Excavating, Inc. has been providing excavating and construction services since 1998. Family-owned and operated, they take pride in their work and provide the best service possible. Their labor force is more than 300 strong and capable of taking on the most challenging, deadline-driven commercial construction projects.

AshBritt utilized K&E Excavating in response to the following disaster events:

- 2022 Kentucky Flooding
- 2020 Oregon Wildfires



	494 Harvest Dr., Rockwood, PA 15557
	ROW debris collection and debris site management

Paul Bunyan, Inc. is a small, Somerset, Pennsylvania-based disaster recovery firm specializing in emergency work and debris removal and has worked with AshBritt performing load and haul services and specialty hazardous tree removal on all major projects since 2001. Paul Bunyan, Inc. is our go-to subcontractor and can be relied upon to bring nearly unlimited resources when the event demands unrelenting high performance.

AshBritt utilized Paul Bunyan in multiple jurisdictions in response to the following disaster events:

- 2024 Hurricane Helene
- 2024 Hurricane Milton
- 2024 Hurricane Beryl
- 2022 Hurricane Ian
- 2022 Kentucky Floods
- 2018 Hurricane Michael
- 2017 Hurricane Irma
- 2017 Hurricane Harvey
- 2016 Hurricane Matthew
- 2012 Hurricane Sandy
- 2011 CT & MA Severe Storms
- 2008 Hurricane Ike
- 2005 Hurricane Katrina
- 2005 Hurricane Wilma
- Hurricane Jeanne



Subcontractor Plan

Our industry is primarily based on subcontractor resources, both firms and personnel. AshBritt has worked with thousands of subcontractors and individuals over our history. We maintain databases of past subcontractors and employees, and we always encourage new firms and qualified individuals to register and submit resumes through our redesigned website (www.AshBritt.com). Utilizing our in-house Disadvantaged Business Enterprise (DBE) Officer, we also directly engage local, minority-owned, women-owned, and other disadvantaged businesses to ensure our actions promote diversity in emergency management and support the revitalization of local communities.

AshBritt actively ignites positive social-economic changes by use of local contractors and laborers in the communities where we work. These local contractors provide us unique insight on local customs, politics, demographics, geography, and area suppliers.

AshBritt leverages a robust network of subcontractor partnerships for project success. Our extensive experience collaborating with thousands of firms and skilled personnel allows us to consistently deliver high-quality results. In addition to our extensive database of pre-qualified subcontractors, we maintain: 1) a core group of standby teaming partners who are exclusively available for deploying to AshBritt projects, and 2) long-term relationships with regional and nationwide vendors, equipment rental companies, logistics/freight forwarding firms, recycling/disposal companies, etc. who have registered with us for potential work.

Project Role / Scope of Work Activity	Service provided by:	
	AshBritt	Subcontractors
Project Role		
Project Manager	•	
Operations Manager	•	
Quality Control Manager	•	
Field QC Supervisors & Field/Site QC Personnel	•	•
Operations Supervisor	•	
Logistics Managers	•	•
Sector Managers	•	•
Environmental Health & Safety Manager	•	
Health & Safety Monitor	•	•
Safety Training Personnel	•	
Environmental Compliance Manager	•	•
Hazardous Material Field Personnel	•	•
DMS Director	•	
DMS Manager	•	•
DMS Foremen	•	
Technical Assistance Manager	•	
Data/Administrative Personnel	•	•
Scope of Work Activity		
Emergency Road Clearance	•	•
Debris Collection	•	•
Debris Hauling	•	•
Tree/Stump Removal	•	•

Debris Reduction	•	•
Marine Debris	•	•
DMS Management	•	•

Subcontractor Management

AshBritt employs a rigorous system for selecting, managing, and evaluating subcontractors, prioritizing both project success and community impact.

- **Rigorous Selection Process:** Subcontractors are selected based on FEMA and federal regulations, including Executive Order 11246 on Equal Employment Opportunity.
- **Performance Standards:** Strict guidelines and performance criteria are in place to protect client interests and ensure project success.
- **Local Economic Impact:** AshBritt prioritizes local, disaster-affected firms to stimulate economic recovery.
- **Comprehensive Evaluation:** Subcontractors undergo thorough evaluation, including past performance, client references, and equipment safety.
- **Safety and Compliance:** All subcontractors must adhere to strict safety protocols, hold necessary insurance, and comply with federal, state, and local regulations.
- **Financial Responsibility:** Subcontractors are required to execute hold-harmless agreements and maintain adequate insurance coverage.

Procurement



AshBritt recognizes the critical role of ethical and transparent procurement practices in ensuring efficient and accountable disaster recovery efforts. When hiring contractors for such work, strict adherence to applicable laws and policies is paramount.

This includes, but is not limited to, compliance with:

- **Federal procurement regulations:** Primarily 2 C.F.R. Part 200, which emphasizes open competition, cost-effectiveness, and responsible stewardship of public funds.
- **State and local procurement requirements:** Local governments must abide by their own established procurement policies and procedures, ensuring alignment with federal regulations.
- **FEMA requirements for Public Assistance Program (PA) reimbursement:** FEMA mandates adherence to its detailed procurement guidance and contract provisions to qualify for disaster recovery funding through the PA program. This includes requirements for:
  - *Competitive procurement* - Open and fair competition for contracts, except in justified emergency or exigency situations.
  - *Documentation* - Thorough documentation of procurement processes and justification for any non-competitive procurements.
  - *Cost reasonableness* - Ensuring costs are fair and competitive, in line with market rates and project scope.
  - *Contractual terms* - Including federally required provisions in all contracts, addressing aspects like insurance, environmental compliance, and equal opportunity hiring.

Timely disaster recovery depends on effective contracting. By diligently following established

procurement laws, policies, and FEMA's PA program requirements, we can assist the County in accomplishing efficient and accountable disaster recovery while remaining eligible for crucial federal funding assistance. We will do this by:

- Ensuring our subcontracting methods comply with all local, state, and federal contracting guidelines for declared disaster work.
- Utilizing DBE subcontractors or subcontractors with a meaningful minority group and female representation among their employees.

Small and Disadvantaged Business Partnerships



AshBritt attends SBE Business Expo (Houston, TX – 2023)

We have an established Small/Disadvantaged Business program that is administered by our in-house S/D Business Officer. Through this program, we will ensure that Small Business Enterprises (SBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), and Labor Surplus Area firms are utilized to the fullest extent possible, according to 44 C.F.R. § 13.36(e), using Florida resources, such as Broward County's Small Business Certified Firms Directory. We follow guidance established in the Office of Management and Budget's Super Circular, *The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and Florida Statutes 287.09451 to ensure that our subcontracting procedures stand up to federal and state auditing.

ing firm whose participation in local recovery efforts following a 992) led us to where we are today. We recognize the importance advantaged businesses to kickstart economic recovery.

Throughout our history, AshBritt has had great success in employing small and disadvantaged businesses for debris management contracts, often exceeding 50-60% local participation. One of our proudest examples is our 2017/18 California fire debris recovery project. AshBritt's contractually obligated goal for hiring small businesses was 75%. We surpassed that goal and achieved 97.2 percent utilization. Similarly, AshBritt's small business subcontracting goal for recovery work in New Jersey following Hurricane Sandy was set at 40%. We achieved 65%.

We pride ourselves on understanding our role as not only a professional stakeholder but also a mentor within these relationships; thus, we are committed to team building and developing quality relationships.

.

To the right is a letter from one of our SBE and MBE partners that we believe speaks to our commitment to mentoring subcontractors.

MIRACK CONSTRUCTION

January 10, 2018

RE: Letter of Recommendation for

AshBritt, Inc.
ATTN: Brittany Perkins, Chief Executive Officer
565 East Hillsboro Boulevard
Deerfield Beach, FL 33441

To Whom It May Concern:

Mirack Construction, Inc. (Mirack) is writing to recommend AshBrit, Inc. (AshBrit) as a General Contractor based on our recent experience on the Santa Rosa Fire Cleanup Project. Founded in 2009, Mirack is a Minority-Owned Small Disadvantaged SBA 8(a) and CALTRANS certified DBE general contractor. With a highly skilled and experienced staff of 35 full time employees, Mirack has completed over 100 contracts to date, contracts including Multiple Award Construction Contacts (MACCs and MATOCs) for the U.S. Army Corps of Engineers, Department of Homeland Security, U.S. Navy, U.S. Air Force and the Department of Veterans Affairs. Mirack is a licensed contractor, local to the State of California, and is currently on its fifth year in the SBA 8(a) program.

AshBritt sought and incorporated my business into its work in Northern California and provided Mirack the opportunity for small business to compete immediately adjacent to big business throughout the Santa Rosa debris recovery efforts. The Northern California debris recovery project has been an economic development driver for Mirack. We have been able to deeply invest in safety gear, demolition equipment and personnel training where Mirack can now provide a very substantial emergency response effort.

AshBritt insisted on Safety First and encouraged the strictest guidelines in the industry. Ashbritt's Safety Officers were hands-on and displayed a real concern for Mirack's employees and overall public safety. Operational and upper management always had an open-door policy for Mirack, including Saturday and Sundays. They also encouraged Mirack to pay forward our opportunity by fostering the participation of Veterans and local fire victims. AshBritt orchestrated a win-win by fitting contractors with particular attributes for specific properties, avoided unnecessary congestion, and overall created a safe and productive project. As work progressed and field operations gained unique local experience, Ashbritt was very open to suggestions and responsive to changing conditions. AshBritt's record keeping was outstanding (matched every ticket), and payment to Mirack was timely.

We look forward to maintaining a productive and successful relationship. It was a great pleasure to be part of the AshBritt/Corps/FEMA Team and I am very pleased to offer the highest recommendation for AshBritt, Inc.

Sincerely,

Anthony C. Cortabitarte
President

AshBritt was once a small landscaping firm whose participation in local recovery efforts following a major disaster (Hurricane Andrew, 1992) led us to where we are today. We recognize the importance of utilizing small and/or disadvantaged businesses to kickstart economic recovery. ¶

CITY OF ASHEVILLE
Business Inclusion Office

AshBritt
There When You Need Us

MWBE DEBRIS REMOVAL CONTRACTING OPPORTUNITIES



AshBritt is contracted with the **U.S. Army Corps of Engineers** to support the debris management operations in Western North Carolina. Join the **City of Asheville and AshBritt at the City's Minority/Women Business Enterprise (MWBE) Debris Removal Contracting Opportunities Event for:**

- Recruiting opportunities for contractors: waterway debris removal, land based debris removal, and private property debris removal (PPDR)
- Meet and greet with City and AshBritt leadership
- On-hand: Subcontractor agreements, equipment rental assistance - to support immediate engagement
- Training and learning opportunities

Event Timeline:
6:30pm - 7:00pm: Introductions and Presentation
7:00pm - 7:20pm: Q & A
7:20pm - 8:00pm: Administrative Items; Networking; Representatives from AshBritt's partner, Sunbelt, to provide rental information and assistance.

WHEN:
December 18th, 6:30pm - 8:00pm

WHERE:
Dr. Wesley Grant Southside Community Center
285 Livingston St,
Asheville, NC 28801

CONTACTS:
MARCUS KIRKMAN
MKIRKMAN@ASHEVILLENC.GOV
828.450.2928

NCRESPONSE@ASHBRITT.COM

ABOUT ASHBRITT: AshBritt is a national rapid-response emergency management, turn-key logistics, and disaster debris removal contractor. The AshBritt team has been directly involved in the recovery efforts of more than 108 federally declared disasters in over 30 states, and it proud to support Western North Carolina today. Learn more at AshBritt.com and ABMLresponse.com.

GREATER HOUSTON WOMEN'S CHAMBER OF COMMERCE



HARRIS COUNTY BASED SMALL, MINORITY-OWNED TRUCKING COMPANY, LADY TRUCKS, HELPS GET HOUSTON BACK IN BUSINESS

Sep 20, 2024 | News

In the wake of Hurricane Beryl, a destructive Atlantic Hurricane, the City of Houston and Harris County faced extensive damage. In the days and weeks following the hurricane making landfall, nearly three million homes and businesses experienced power outages, making the need for efficient disaster recovery efforts greater than ever. Stepping up to this challenge was local small business, **Lady Trucks**, a woman and minority-owned trucking company led by President Tashiba Dixon and her husband, Carl Johnson.

With a fleet of five trucks and a team of seven employees, Lady Trucks spent the months of July and August and into September working tirelessly to clear vegetative and construction debris from affected areas. Their efforts were crucial in speeding up the recovery process and ensuring that Houston's streets and neighborhoods were quickly cleared of hazardous materials. Founded in 2021, Lady Trucks has swiftly become an essential part of Houston's disaster recovery landscape. Specializing in debris removal and waste management, Lady Trucks is dedicated to restoring the beauty and functionality of the community that they love.

Lady Trucks began working with AshBritt, a national turn-key rapid-response emergency management, logistics, and disaster response contractor, in May 2024. According to Dixon, the collaboration has been a game-changer ever since. AshBritt, which is also the national leader in small, local, minority, women-owned and veteran business hiring, has made the partnership both simple and enjoyable, according to Dixon.

"We believe that economic recovery of the community happens alongside the physical recovery," said Gerardo Castillo, President of AshBritt Management and Logistics. "This means including local, small, and minority owned businesses as an integral part of our operations team. In addition, mentorship and capacity building of small business is a core part of our program, and we are proud to work with Lady Trucks and other local Houston and Harris County companies."

Since May 2024, Lady Trucks has worked on two major projects with AshBritt – the derecho that hit Houston in May and Hurricane Beryl. This partnership has enabled Lady Trucks to operate at full capacity, utilizing their equipment around the clock to meet the community's needs. "AshBritt allows us to work to our fullest capacity and then they are there to do what we cannot do," said Dixon. "With Houston stretched so thin, AshBritt is needed."

According to Dixon and Johnson, Lady Trucks' preparedness and flexibility has been key in ensuring a successful partnership with AshBritt. "First off, we've had to ensure that all of our equipment is well-maintained and ready to be deployed at a moment's notice," Johnson said. "It sounds so simple, but if your equipment is not running properly or ready to be mobilized, you won't be able to work." They also have made sure to secure the necessary certifications, insurance, and registrations – all crucial for working with city contractors and prime contractors like AshBritt. Finally, Dixon adds: "Stay open-minded. Be aware of opportunities and be ready to adapt to the needs of the community and contractors. You never know what new opportunities will arise!"

As a female-owned business, Lady Trucks is also breaking barriers in a traditionally male-dominated industry. The business' presence and work in the community are not only about providing essential services but also about making a positive impact. "We are doing good, helping our community and we are profitable," Dixon says. "That's a win-win."

Houston East End Chamber of Commerce added 18 new photos to the album: **Ashbritt Meet & Greet.**

September 20 ·

Thank you to Chamber Member AshBritt for bringing your Meet & Greet and discussion on Growing Small Business Engagement in Disaster Response to the East End!

We love collaborations and it was wonderful to host this impactful event at fellow Chamber Member Giant Texas Distillers.

Business Owners and Leaders left inspired by this important discussion moderated by AshBritt's CEO, Brittany Perkins Castillo, with Tashiba Dixon, Lady Trucks; Rafael Olivo, RockPoint Marketplace; Victoria Lara with the Harris County Precinct 2 Office of Commissioner Adrian Garcia and Roydrick Titus.

#AshBritt #SmallBusinessEngagement #DisasterResponse #EastEndCollaboration #ChamberMember #MeetAndGreet #BusinessCommunity #CollaborationDiscussion #EngageAndGrow #DisasterResponseInitiative



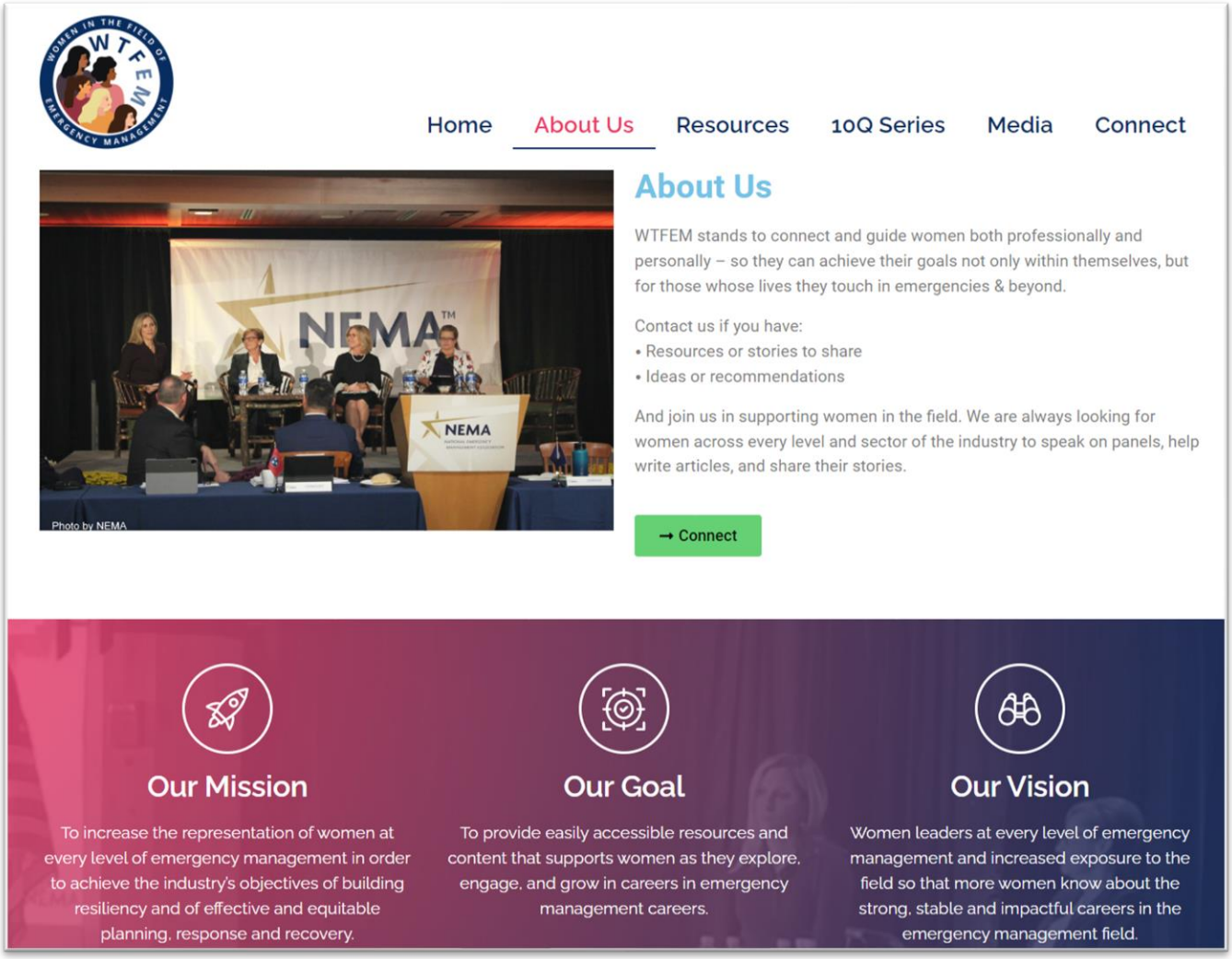
- ## Women in the Field of Emergency Management



Women in Emergency Management Panel
2024 National Hurricane Conference

In one of our most recent initiatives, AshBritt's CEO, Brittany Castillo, spearheaded a women-focused industry initiative to increase the representation of women at every level of emergency management to achieve the industry's objectives of building resiliency and promoting effective and equitable planning, response, and recovery (see wtfem.org). Brittany also travels to industry conferences and events across the nation to participate in panel discussions regarding women's leadership in emergency management.

See for more info: https://wtfem.org/resources/



TAB 2

AshBritt 30 YEARS SUPPORTING COMMUNITIES NATIONWIDE



AshBritt

RESUMES

Tab 2. RESUMES

Key Team Member Overview

AshBritt's Proven Leadership: A Team Built on Decades of Collaboration

At AshBritt, we understand the critical role of experienced and cohesive leadership in navigating complex disaster recovery projects. We are proud to boast a core management team that has worked on hundreds of projects together for **over 20 years**. Much of our supervisory staff have also accrued years of disaster management expertise through outside work with state and federal governments and other industry organizations. The fusion of this expertise translates to several key advantages for Johnson County:

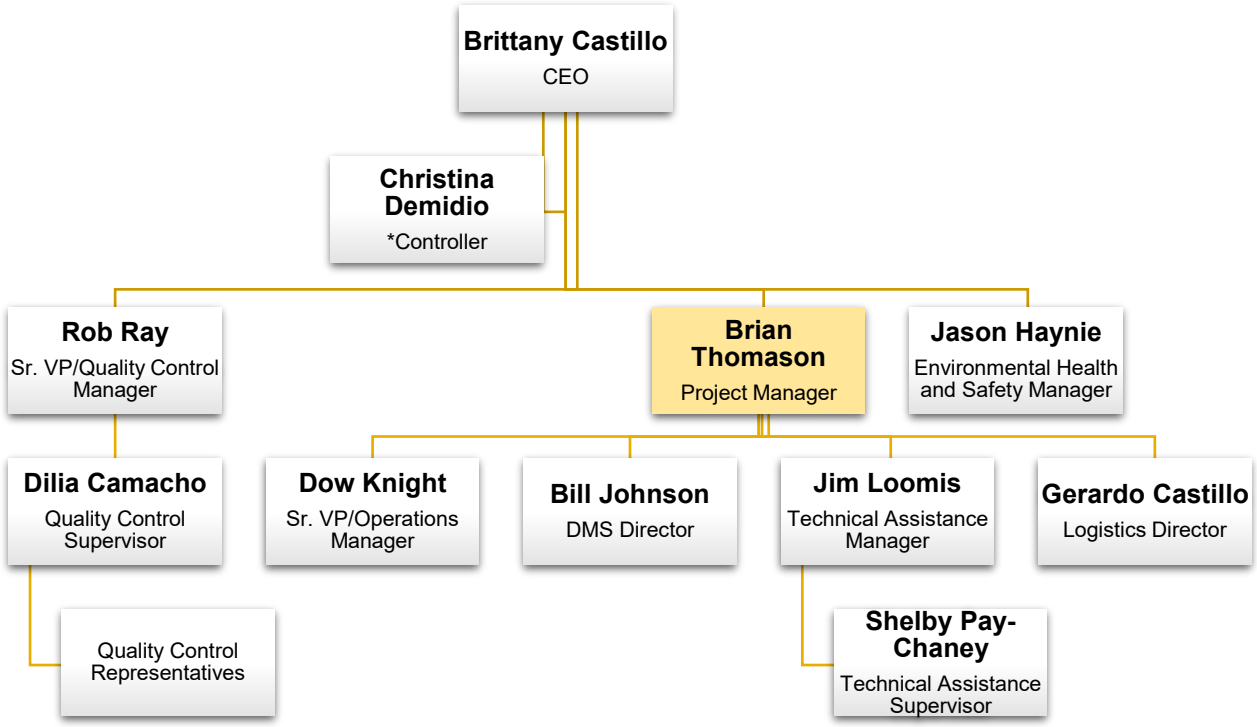
- Seamless Communication and Collaboration: Our team operates with a deep understanding of each other's strengths and work styles, fostering seamless communication and efficient collaboration. This translates to quicker decision-making and faster response times when disaster strikes.
- Institutional Knowledge and Expertise: With our decades of combined experience, our core management team possesses a wealth of institutional knowledge and industry expertise. This ensures we approach each project with a proven track record of success and the ability to anticipate and overcome challenges.
- Refined Processes and Unwavering Efficiency: Having worked together for so long, our team has refined internal processes to an exceptional level. This translates to efficient project execution, streamlined operations, and ultimately, faster and more cost-effective recovery for our clients.

YEARS OF EXPERIENCE CHART			
Key Personnel	**Position**	**General Work Experience**	**Disaster Management Experience**
Brittany Castillo	Chief Executive Officer	18	14
Brian Thomason	Project Manager	36	36
Dow Knight	Operations Manager	35	23
Rob Ray	Quality Control Manager	35	22
Dilia Camacho	Quality Control Supervisor	24	16
Matt Gierden	Operations Supervisor	24	21
Brett Postelli	Safety Officer	36	36
Gerardo Castillo	Logistics Director	22	7
Jim Loomis	Technical Assistance Manager	40	35
Shelby Pay-Chaney	FEMA Compliance Manager	12	12
Danny Demidio	DMS Manager	32	32
Christina Demidio	Controller	20	20
Rebecca George	Operations Data and GIS Coordinator	8	4
Holly Raschein	Director of Government Relations	20	12
Jamie Robbins	Quality Control Supervisor	28	20
Additional Personnel to be Utilized if Scope of Work Expands			
Jeanne Landry Spagnolo	Technical Assistance Specialist	13	5
Christopher Holsinger	Technical Assistance Supervisor	12	12
Scott Carter	Site Coordinator	39	32
Jamie Robbins	Operations Mgr./Quality Control Mgr.	28	19
Danny Sides	Operations Mgr./Quality Control Mgr.	32	12

YEARS OF EXPERIENCE CHART			
Key Personnel	**Position**	**General Work Experience**	**Disaster Management Experience**
Fred Neris	Operations Mgr./Quality Control Mgr.	29	16
Eric Davis	Operations Mgr./Quality Control Mgr.	29	21
Jason Santiago	Operations Mgr./Quality Control Mgr.	18	18
James Sellers	Operations Mgr./Quality Control Mgr.	14	8
Vonda Smith	Operations Mgr./Quality Control Mgr.	27	2
Jason Haynie	Safety Officer	23	21
Mark Perez	Safety Officer	37	8
Steven Ackroyd	Safety Officer	41	4
Wayne Deese	Safety Officer	26	4
Jeff Spoerl	Safety Officer	23	19
David Poe	Safety Officer	35	28
Richie Bensh	Operations Supervisor	28	20
Sean Robinett	Operations Supervisor	14	5
Michael Wyrick	Operations Supervisor	24	8
Phil Foreman	Operations Supervisor	39	36
James Buddy Lofton	Operations Supervisor	43	43
Mike Noble	Operations Supervisor	25	12
Andy Rudd, Jr.	Operations Supervisor	15	8
Wayne Smith	Operations Supervisor	17	14
Camilo Castro	Logistics Supervisor/Sector Manager	30	7
Corey Flowers	Logistics Supervisor/Sector Manager	27	3
Lawrence Irvin, Jr.	Logistics Supervisor/Sector Manager	39	33
Josue Guerrero	Logistics Supervisor/Sector Manager	9	3
Osbaldo Leon	Logistics Supervisor/Sector Manager	9	3

Organizational Chart

Our Project Management model and staffing organization are designed to fit the unique situational and operational requirements that each debris client/project presents. While we will continually adjust the scale and structure of our team to match daily project requirements, Johnson County's specific organizational chart is located below. Brian Thomason shall serve as the County's Project Manager.



Key Personnel Contact Information Chart

Please see the contact information to key personnel assigned to Johnson County, KS.

Key Personnel	Contact Information
Brittany Castillo CEO	954-725-6992 response@ashbritt.com
Brian Thomason Project Manager	954-210-1110 bthomason@ashbritt.com
Rob Ray Quality Control Manager	954-868-9502 rray@ashbritt.com
Dow Knight Operations Manager	954-818-4416 dow@ashbritt.com
Jason Haynie Environmental Health and Safety Manager	208-600-4323 jhaynie@ashbritt.com
Jim Loomis Technical Assistance Manager	850-509-1863 jim@ashbritt.com
Bill Johnson DMS Director	954-553-1488 bjohnson@ashbritt.com
Christina Demidio Controller	954-725-6992 cdemidio@ashbritt.com

Key Personnel	Contact Information
Gerardo Castillo Logistics Director	954-725-6992 gcastillo@ashbritt.com
Dilia Camacho Quality Control Supervisor	239-248-8664 dcamacho@ashbritt.com
Shelby Pay Chaney FEMA Technical Assistance Supervisor	850-570-7475 spaychaney@ashbritt.com

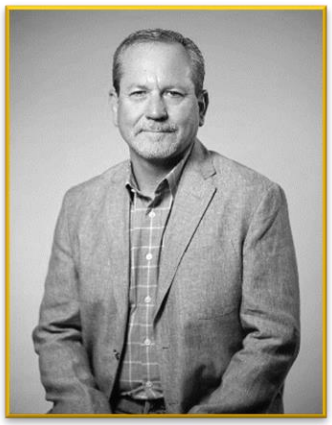
Key Personnel Project Assignment (each employed by AshBritt)

The table below describes the roles and responsibilities of each position and lists tasks that they may be performed for the County. Roles and responsibilities may be altered depending on the size and magnitude of the event.

Team Member	Assigned Position	Responsibilities
 Brian Thomason	Project Manager	▸ Responsible and accountable for all AshBritt operations and activities. ▸ Primary County contact/liaison. ▸ Attends all County planning meetings, exercises, and strategy sessions. ▸ Coordinates and prioritizes the efforts of the recovery team.
 Dow Knight	Operations Manager	▸ Assists Project Manager as needed. ▸ Develops written project guidelines as determined by PM and County. ▸ Provides oversight for field operations, QA/QC program, and special projects. ▸ Subcontractors and payment procedures.
 Rob Ray	Quality Control Manager	▸ Oversees Quality Assurance (QA/QC) Team. ▸ Delineates the project guidelines and ensures field enforcement through the QA/QC Team. ▸ Reviews daily logs from QA/QC Team and follows up as needed. ▸ Ensures immediate resolution of deficiencies or resident complaints.
 Jason Haynie	Health and Safety Manager	▸ Establishes and communicates project safety rules. ▸ Conducts vehicle and equipment safety inspections. ▸ Investigates accidents. ▸ Prepares daily or weekly “toolbox” safety meetings. ▸ Performs structure safety inspection, including DMS inspection towers.
 Gerardo Castillo	Logistics Director	▸ Works with logistics vendors to develop and maintain plans for the provision of ancillary services. ▸ Establishes procedures for the organization of ancillary services. ▸ Advises on the implementation of unique services to address challenging disaster response scenarios.

Team Member	Assigned Position	Responsibilities
 Dilia Camacho	Quality Control Supervisor	► Supervises debris crews across collection zones, providing daily oversight of operations. ► Reports on subcontractor performance daily. ► Investigates and resolves resident complaints. ► Continually assesses progress and advises on field operations.
 Bill Johnson	DMS Director	► Establishes and advises on-site operation plans. ► DMS set up oversight and management. ► Ensures work rules, scheduling, and safety rules are followed. ► Oversees the cleanup and restoration of DMS.
 Christina Demidio	Controller	► Responsible for tracking pertinent project data and compiling daily project reports. ► Promptly pays subcontractors and vendors. ► Issues accurate and timely invoicing. ► Provides technical support related to operational documentation and payment issues.
 Jim Loomis	Technical Assistance Manager	► Provides County guidance on federal grant program requirements, including FEMA Public Assistance. ► Reviews Grants Manager Projects. ► Assists County in the preparation of responses to state or federal requests for information. ► Assists in the preparation of appeals.

Management Team Bios



Johnson County's Assigned Project Manager: Brian Thomason

Phone: (954) 240-1110
Email: bthomason@ashbritt.com

Beginning his journey as a volunteer firefighter, Brian Thomason internalized the principles of discipline, trust, teamwork, leadership, and responsibility. These attributes, foundational to navigating chaos and saving lives, paved the way for Brian's 35-year-long career in crisis management and disaster recovery. In times of crisis, while most seek refuge, Brian heads directly into the fray.

Throughout his decades in debris management, Brian has been at the helm of more than 35 major disaster declarations and countless projects. From confronting the challenges of Hurricanes Fran and Bertha in 1996, navigating the dual ice storms of 2001 in Arkansas, responding to Florida's tumultuous hurricane seasons between 2004-2005, to managing the aftermath of recent flooding events in Eastern KY and Hurricanes Ian and Nicole in 2022, Brian has seen it all. He harnesses these experiences, in all their nuances, to not only inform future projects but to also spearhead AshBritt's expansion efforts.

Today, Brian plays an instrumental role at AshBritt. His responsibilities span Client Relations, Operational

Readiness, and Business Development. Brian's understanding of the County's unique vulnerabilities and existing emergency response methodology will result in a tailored debris removal strategy, ensuring swift and efficient recovery aligned with local needs. His expertise in resource allocation and logistics coordination is crucial for managing diverse teams and local stakeholders during a large-scale debris removal project.



Operations Manager: Dow Knight

Phone: (954) 725-6992
Email: dow@ashbritt.com

Charles "Dow" Knight is a seasoned emergency management and disaster response expert with more than 20 years of experience. As a senior leader at AshBritt, he has successfully managed and completed over 200 disaster projects, including multiple Northwest wildfire responses and many operations affiliated with Hurricanes Katrina, Sandy, Harvey, Irma, Michael, Ian, and, most recently, Helene. His strategic leadership and operational expertise have been instrumental in the company's response to some of the most significant natural disasters in recent history.

Dow's extensive experience in logistics and operations is invaluable in coordinating complex debris removal and site restoration efforts. He has a proven track record of delivering exceptional results, even under the most challenging circumstances. His ability to navigate the complexities of large-scale projects, coupled with his strong commitment to safety and quality, ensures that AshBritt's clients receive the highest level of service. Further, he is a dedicated public servant. Dow is a U.S. Navy veteran with over 30 years of service. His military experience has instilled in him a strong sense of duty, discipline, and leadership. He is passionate about supporting veterans and is a founding member of AshBritt's Veteran Advisory Council.

With his impressive qualifications and extensive experience, Dow is well-positioned to lead disaster debris removal efforts for Johnson County. His dedication to excellence and his commitment to serving the community make him an ideal candidate for this important role.



Quality Control Manager: Rob Ray

Phone: (954) 868-9502
Email: rray@ashbritt.com

Rob is a highly experienced professional with over 21 years of dedicated service in disaster response and recovery, 20 years of which have been with AshBritt, Inc. Currently serving as a Senior Vice President at AshBritt, he is a recognized leader in the field and a distinguished subject matter expert who often shares his expertise on a broader platform. He has taken part in and led panel discussions on disaster response and recovery, as well as debris management, at conferences and events held in various states. His participation in these discussions has been instrumental in advancing the field and providing valuable insights to fellow professionals.

Over the past two decades, Rob has successfully managed and assisted over 200 disaster response and recovery projects in 14 states. Currently, Rob is supporting multiple debris removal task forces in North Carolina as part of AshBritt's multi-jurisdictional Hurricane Helene response with the U.S. Army Corps of Engineers. Prior, he provided senior management oversight for more than 25 Hurricane Milton and Hurricane Helene debris operations across the state of Florida; managed disaster debris removal operations in multiple Texas jurisdictions following severe storms and Hurricane Beryl; and led multiple waterway debris removal efforts for the Florida Division of Emergency Management and Florida Department of Environmental Protection in response to Hurricanes Ian (2022) and Idalia (2023)

that resulted in the removal of more than 1,100,000 CY of diverse debris from waterways all over Florida.

- ## Key Team Member Resumes

Below are resumes for all of the key team members to be potentially assigned to Johnson County. As identified in our Years of Experience Chart, AshBritt has additional personnel that are available to mobilize if the disaster warrants a more expansive disaster recovery team. . Any changes to personnel listed in this proposal will be communicated to and approved by the County prior to implementation. Brian Thomason will serve as the County's assigned project manager. Other roles to be assigned are dependent upon the size of the event. The abbreviations for the scope of work performed for each project in our resumes can be found below:

ROW	Right of way	**Haz Tree/Limb**	Hazardous tree and limb removal
Push	Emergency road clearance	**PPDR/ROE**	Private Property Debris Removal/Right of Entry
DMS	DMS operations, management	**Sand**	Screening and removal
Beach	Beach debris removal	**Generators**	Providing generator services
Waterway	Waterway debris removal	**MRE's**	Meals Ready to Eat
Base Camp/Shelter Services	Full turnkey base camp/shelter services	**COVID-19 Testing, Vaccination, Monoclonal Infusion and Alternate Care Sites**	Managing shelter sites and medical care



Brittany Perkins Castillo

Chief Executive Officer

Qualifications & Experience

Brittany Perkins Castillo has been the CEO and a Board member of AshBritt since 2016; however, she began assisting on AshBritt projects well before taking on this vital leadership role. She currently oversees strategy, client relations, and partnerships. Brittany has managed AshBritt's response to numerous disasters, including Hurricanes Milton, Helene, Debby, Beryl, Idalia, Ian, Nicole, Ida, Sally, Harvey, Irma, Michael, and others, resulting in over 200 projects across 20 states. Before AshBritt, she practiced law in Texas and held program management roles. Castillo holds a J.D. from UT Austin and a B.A. from Vanderbilt, is bilingual in English and Spanish, and is Chair of the AshBritt Foundation.

Select AshBritt Experience

Disaster Experience
- 14 years

Areas of Expertise
- Executive Management
- Program Management and Logistics
- Government and Community Affairs

Training & Memberships
- AshBritt Board of Directors, Member, 2014-present
- **FEMA National Advisory Council Member, 2024**
- G-202 Debris Management Certified
- Member, State Bar of Texas
- Founder of Women in the Field of Emergency Management (WTFEM)

Education
- Juris Doctor, The University of Texas School of Law
- B.A. in Public Policy, Vanderbilt University

AshBritt, Inc. 2005 - Present
- Severe Storms and Flooding, 2025 – Louisville, KY – Mud/Silt Removal, Ancillary
- Severe Winter Storms, 2025 – GA, VA, KY – Salt Spreading, Snow Plowing
- Flooding, 2024 – State of NM – ROW, Haz Tree/Limb, PPDR, Waterway
- Hurricane Milton, 2024 – FL - Push, ROW, Haz Tree/Limb, Waterway, PPDR, Basecamps, White Goods/Freon, Vessels, Sand, HHW, E-waste
- Hurricane Helene, 2024 – FL, GA, SC, NC, VA, USACE – Push, ROW, Haz Tree/Limb, Waterway, PPDR, Basecamps, White Goods/Freon, Vessels, Sand, HHW, E-waste
- Hurricane Debby, 2024 – 3 FL Jurisdictions & FL Division of Emergency Management (FDEM) – ROW, Vac Trucks, and 5 Basecamps
- Hurricane Beryl, 2024 – 6 TX Jurisdictions – ROW, Parks, Haz Tree/Limb
- Nationwide Storms and Tornadoes, 2024 – FL, GA, KS, KY, TX – ROW, Haz Tree/Limb
- Warehouse Fires, 2024 – Isle of Wight & Alexandria, VA – Debris Removal, Ancillary
- Hurricane Idalia, 2023 – FL & GA – ROW, Push, Haz Tree/Limb, Stumps, Basecamp, Waterway
- Straight-line Windstorm, 2023 – Prairie Village & Overland Park, KS – ROW
- Flooding, 2023 – Ft. Lauderdale, FL – ROW, Generators, Ancillary
- Border Support Services, 2023 – FDEM – Basecamp
- Hurricane Nicole, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 – 15 FL Jurisdictions – ROW, Haz Tree/Limb, Waterway, PPDR, Demolition, Basecamps, White Goods/Freon, Vessels, Vehicles, HHW, E-waste
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- COVID-19, 2022 – NV – Monoclonal Infusion Sites
- Tornadoes, 2022 – Hopkins County, KY – ROW
- Hurricane Nicholas, 2021 – Freeport, TX - ROW
- Hurricane Ida 2021 – LaDOTD, MS, and NJ – ROW
- FEMA 5,000 COVID Vaccination Sites – NJ, WI, KY, ME, & PA
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- COVID-19, 2021 – Louisiana Dep. Of Health – Monoclonal Infusion Sites
- COVID-19, 2021 – TX, FL, & VA – Vaccination Sites

Qualifications & Experience

- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Tropical Storm Isaias, 2020 – NY & CT – ROW, Haz Tree
- COVID-19, 2020 – MA – Medical Shelters
- COVID-19, 2020 – Miami, FL – Disinfecting Schools
- Tropical Storm Imelda, 2020 – Orange County, TX – DMS, Disposal
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Storms, 2019 – Fairfax, VA – ROW
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb
- Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal Program, 2018 – PG&E Co.
- Hurricane Michael – 2018 – FL, GA, USACE – Push, ROW, Waterway, Haz Tree/Limb
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire, 2017 – USACE – PPDR, Erosion Control, Air Monitoring
- Hurricane Irma, 2017 – FL, GA, SC – ROW, Beach Debris, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, HHW, MREs, Generators, Shelters, Sand
- Hurricane Matthew, 2016 – FL, GA, SC - ROW, Beach Debris, Haz Tree/Limb
- Winter Storm Jonas, 2016 – MD & VA – Snow Removal
- Blue Cut Fire, 2016 – San Bernardino County, CA – Showers, Ancillary
- Soberanes Fire, 2016 – Monterey County, CA – ROW, Haz Tree
- Hurricane Sandy, 2012 – VA, NY & NJ – Vessels, Vehicles, Waterway, ROW, Sand/Beach
- Hurricane Katrina, 2005 – USACE (MS & LA) – ROW, Basecamp, Ancillary, Haz Tree
- Hurricane Wilma, 2005 – FL – ROW



Brian Thomason
Senior Vice President

Qualifications & Experience – Operational Role: Project Manager

Brian is a seasoned disaster recovery expert with extensive experience leading hundreds of debris projects across 30+ major disasters. As a former Deputy Director of Emergency Management and Hazardous Materials Response Specialist, he brings a comprehensive understanding of disaster recovery operations. Brian specializes in FEMA Public Assistance programs, managing all aspects of recovery projects from inception to completion. His expertise includes debris field surveys, media relations, and overseeing project personnel to ensure contractual compliance, quality control, and safety.

Select AshBritt and Related Experience, 1988 – Present

Disaster Experience
- 36 years

Areas of Expertise
- Operations
- Quality Control
- Safety

Training & Certifications
- FEMA IS 100,120, 200, 632, 700, & 800
- ICS-Certified Instructor
- Radiological Emergency Management IS-3
- Hazardous Materials Response Trainer
- Certified Instructor (NC) Hazardous Materials and Fire Services

Education
High School Diploma, Cape Fear High School Fayetteville, NC-1986

AshBritt, Inc. 2021 - Present
- Hurricane Milton, 2024 – 4 FL Jurisdictions – ROW, Haz Tree/Limb
- Hurricane Helene, 2024 – FL & GA – ROW, Haz Tree/Limb
- Hurricane Debby, 2024 – Leon County, FL – ROW, Haz Tree/Limb
- Hurricane Beryl, 2024 – Fort Bend County, TX – ROW, Haz Tree/Limb
- Tornado and Straight-line Winds, 2024 – Hopkins County and Overland Park, KS – ROW, Haz Tree/Limb
- Severe Storms/Tornadoes, 2024 – Leon County, FL – ROW, Haz Tree/Limb
- Severe Storms and Tornado, 2024 – Louisville, KY – ROW
- Hurricane Idalia, 2023 – FL – ROW, Push, Haz Tree/Limb
- Flooding, 2023 – Ft. Lauderdale, FL – ROW, Generators, Ancillary
- Hurricane Nicole, 2022 – Brevard County, FL – ROW
- Hurricane Ian, 2022 – FL – ROW, Haz Tree/Limb, Waterway, PPDR, Demolition, Base camps, White Goods/Freon, Vessels, Vehicles, HHW, E-waste
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- Tornadoes, 2022 – Hopkins County, KY – ROW

Bergeron Emergency Services, Inc., 2011-2021
- Vice President – Oversaw all facets of disaster debris removal, heavy civil construction, and earthmoving operations. Managed disaster debris removal operations for the following events:
- Hurricane Michael, 2018 – Liberty County, FL
- Hurricane Irma, 2017 – Florida
- Hurricane Matthew, 2016 – Volusia County, FL School Board
- Tornado Response, 2016 – Lighthouse Point, FL
- Tornado Response, 2016 – Sarasota County, FL
- Tornado Response, 2015 – Jackson & Richwood, TX
- Hurricane Sandy, 2012 – USACE – New York, NY
- Tropical Storm Isaac – Indian Trail Improvement District Canals, FL
- BP Oil Spill, 2010 – FL DEP
- Kentucky Ice Storm, 2009 – KY Transportation Cabinet
- Hurricane Ike, 2008 – Southeast TX
- Tornado Response, 2007 – Lady Lake, FL
- Red Tide Fish Kill Cleanup, 2006 – Town of Long Boat Key, FL
- Hurricanes Dennis, Katrina, Rita, & Wilma, 2005 – 23 Jurisdictions in FL

Qualifications & Experience – Operational Role: Project Manager

- Hurricanes Charley, Frances, Ivan, & Jeanne, 2004 – 43 Jurisdictions in FL
- Hurricane Isabel, 2003 – 9 Jurisdictions in Virginia
- Public Utilities Sewer Breach, 2003 – Venice, FL
- Ice Storm, 2003 – Independence, MO
- Hurricane Lili, 2002 – Crowley & Carencro, LA
- Ice Storms, 2001 – AK State Highway and Transportation Department
- Red Tide Cleanup, 2001 – FL
- Flood Cleanup, 2000 –Sweetwater, FL
- Tornadoes, 1999 – Del City, OK, Vienna, GA, USDA, and NRCS
- Hurricane Floyd, 1999 – 20 Jurisdictions in FL, GA, NC
- Train Derailment/Fighter Plane, 1999 – Brandon CSX, Patrick AFB F-16
- Tornadoes, 1998 – DeKalb, Gwinnett, and Lincolnton County, GA, & FL
- Hurricanes Bertha and Fran, 1998 – Beach Restoration – NC
- Wildfires, 1998 – Port Orange, FL
- Ice Storms, 2001 – AK State Highway and Transportation

Grubbs Emergency Services, LLC, 1998-2011

- Vice President – Directed daily operations and provided managerial oversight of disaster debris removal operations, planning, training, and all facets of emergency response services.

Fayetteville Fire Department, 1988-1998

- Deputy Director of Emergency Management



Charles "Dow" Knight
Senior Vice President

Qualifications & Experience – Operational Role: Operations Manager

Dow, a US Merchant Marine Academy graduate and Navy Reserve retired Captain, brings over 20 years of maritime, intermodal, and military leadership to AshBritt. His expertise in logistics, transportation, and crisis management is instrumental in managing the complex challenges of large-scale disaster debris management. Dow has played a pivotal role in coordinating efficient resource allocation and execution for numerous disaster recovery projects. His strong organizational skills, strategic planning, and experience leading overseas operations (including a 2010 deployment in support of Operation Enduring Freedom) are invaluable assets to AshBritt's success in handling the massive scope of debris removal operations.

Select AshBritt Experience

Disaster Experience
- 21 years

Areas of Expertise
- Transportation/Logistics
- Debris Operations
- FEMA Compliance

Training & Certifications
- FEMA IS 100 & 700
- G202 – Debris Mgt.
- OSHA 10 HR
- 40-Hr. HAZWOPER
- NTSS: Fall Prevention, Ladder Safety
- USACE CQCM
- Joint Interagency Training Center – West: Consequence Mgt Disasters
- U.S. Navy – Enterprise Safety Applications Management System for CNRF: Job Hazard Analysis Training
- USAID: Joint Humanitarian Operations
- Professional in Human Resources Certification
- CPR Certified

Education
- U.S. Merchant Marine Academy, BS, Marine Transportation with a Minor in Marine Engineering

AshBritt, Inc. 2003 - Present
- Hurricane Helene, 2024 – USACE (NC & GA) – ROW, Waterway, Haz Tree/Limb
- Hurricane Debby, 2024 – Collier County and Manatee County, FL – ROW, Vac Trucks
- Hurricane Ian, 2022 – Charlotte County, FL, FDEP – ROW, Haz Tree/Limb, Waterway, White Goods/Freon, Vessels, Vehicles, E-waste, HHW
- Hurricane Ida, 2021 – LaDOTD, MS, & NJ – ROW
- COVID-19, 2021 – FL DEM – Vaccination Sites
- COVID-19, 2021 – TX DEM – Vaccination Sites
- Tropical Storm Isaias, 2020 – NY & CT – ROW, Haz Tree
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb
- Hurricane Michael, 2018 – Leon County, FL, GDOT, USACE – Push, ROW, Waterway, Haz Tree/Limb
- Tubbs/Pocket/Sulphur/Atlas/Redwood Valley/Nuns Fire, 2017 – USACE – PPDR, Demolition, Erosion Control, Air Monitoring, Disposal
- Hurricane Irma, 2017 – FL – ROW, Beach Debris, Haz Tree/Limb
- Hurricane Harvey, 2017 – TX – ROW, HHW, MREs, Generators, Shelters
- Hurricane Matthew, 2016 – Chatham County & Pooler, GA – ROW, Beach Debris, Haz Tree/Limb, Sand Screening
- Winter Storm Jonas, 2016 – MD & VA – Snow Removal
- Valley Fire, 2015 – PG&E, Lake County, CA – Haz Tree, Fire Debris
- Winter Storm Pax, 2014 – GA & SC – ROW
- Hurricane Sandy, 2012 - NY & NJ – Vessels, Vehicles, Waterway, ROW, Beach/Sand
- BP Oil Spill, 2010 – MS & FL – Cleanup, Deflection Boom, Skimmers
- Haiti Earthquake, 2010 – Demolition, ROW, Basecamps, Disposal, Ancillary
- Hurricane Ike, 2008 – TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Dolly, 2008 – TX – ROW, Building Restoration, Water Relocation, Ancillary
- Ice Storm, 2006 - Alden & Erie County, NY – ROW
- Hurricane Wilma, 2006 – FL – Canal Debris Removal
- Hurricane Katrina, 2005 – MS, LA, FL – ROW, Ancillary, Haz Tree, HHW, Putrescent Debris, PPDR
- Southern California Edison Bark Beetle Program, 2004
- Hurricane Dennis, 2004 – Escambia County, FL - ROW
- Citrus Canker Eradication Program, 2005 - FL Dep of Agricultural
- Hurricane Charley, 2004 - Charlotte County, FL - ROW
- Hurricane Ivan, 2004 - Escambia County - ROW
- Hurricane Isabel, 2003 - Hampton, VA – ROW



Rob Ray
Senior Vice President

Qualifications & Experience – Operational Role: Quality Control Manager

Rob is a Senior Vice President with over two decades of experience in business development, customer service, and disaster response. He specializes in managing client relationships across multiple states. With a strong background in environmental contracting and safety training, Rob has successfully overseen more than 125 disaster recovery projects. He has held critical roles in major disaster events, including large-scale hazardous tree removal operations following California wildfires and recovery efforts following Hurricane Katrina. Most recently, Rob led the project management team in response to Hurricane Beryl. He is also a frequent presenter at industry events, hosting training seminars nationwide.

Select AshBritt Experience

Disaster Experience
- 22 years

Areas of Expertise
- Operations
- Quality Control
- Safety
- FEMA Technical Assistance

Training & Certifications
- FEMA IS 100, 200, 700, & 800
- G202- Debris Management
- Building Resilience by Reducing Infrastructure Vulnerability (H-2016) Training
- OSHA 10-Hour
- OSHA 30-Hour
- USACE CQCM for Contractors
- Anti-Terrorism Certification – Level 1
- NTSS: Fall Prevention and Ladder Safety Certificate of Completion

Education
- Culpeper County High School, Culpeper, VA

AshBritt, Inc. 2003 - Present
- Hurricanes Helene & Milton, 2024 – Hillsborough County and Tampa, FL, FDEM – ROW, White Goods, Haz Tree/Limb, Waterway
- Long-Term Recovery Project (Hurricane Ida), 2024 – Livingston Parish, LA - Waterway
- Hurricane Beryl, 2024 – 6 TX Jurisdictions – ROW, Parks, Haz Tree/Limb
- Severe Storms and Tornadoes, 2024 – Houston, TX – ROW
- Hurricane Idalia, 2023 - Hillsborough County, FL, FDEP – ROW, Push, Hazardous Tree/Limb, Waterway
- Hurricane Ian, 2022 – FDEM/FDEP, Polk County, Hillsborough County, & Tampa, FL – Roadway, Haz Tree/Limb, Waterway, PPDR/ROE, Demolition, HHW, E-waste, Vehicles/Vessels
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway, PPDR
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Tropical Storm Isaias, 2020 – NY & CT – ROW, Haz Tree
- COVID-19, 2020, Massachusetts – Medical Shelters
- COVID-19, 2020 – Miami, FL – Disinfecting Schools
- Tropical Storm Imelda, 2020 – Orange County, TX – DMS, Disposal
- Storms, 2019 – Fairfax, VA – ROW
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal Program, 2018 – PG&E Co., CA
- Hurricane Michael, 2018 – FL & GA - Push, ROW, Waterway, Haz Tree/Limb
- California Wildfires, 2017 – USACE – PPDR, Demolition, Erosion Control, Air Monitoring
- Hurricane Irma, 2017 – West Coast of FL – ROW, Beach Debris, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, HHW, MRE, Generators, Shelters, Sand
- Hurricane Matthew, 2016 – SCDOT – ROW, Haz Tree/Limb
- Winter Storm Jonas, 2016 – MD – Snow Removal
- Blue Cut Fire, 2016 – San Bernardino County, CA – Showers, Ancillary
- Soberanes Fire, 2016 – Monterey County, CA – ROW, Haz Tree
- Valley Fire, 2015 – PG&E, Lake County, CA – Haz Tree, Fire Debris
- Flooding, 2015 – Charleston, SC – ROW
- Flooding, 2015 – Hidalgo County, TX – Vac Truck
- Winter Storm Pax, 2014 – Augusta, GA – ROW

Qualifications & Experience – Operational Role: Quality Control Manager

- Hurricane Sandy, 2012 – NY & NJ – Vessels, Waterway, ROW
- Severe Winter Storm, 2011 – MA – ROW, Haz Tree/Limb
- Tornadoes, 2011 – MA – ROW, Haz Tree
- BP Oil Spill, 2010 – MS & FL – Cleanup, Deflection Boom, Skimmers
- Hurricane Ike, 2008 – TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Dolly, 2008 – TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Katrina, 2005 – MS, LA, FL – ROW, Ancillary, Basecamp, Haz Tree, HHW, Putrescent Debris, PPDR/ROE



Gerardo Castillo

President, AshBritt Management and Logistics

Qualifications & Experience – Operational Role: Logistics Director

Gerardo is involved in all facets of AshBritt operations, including corporate strategy, operations management, and business/community partnerships. He has experience developing strong working relationships with local and federal government partners, including FEMA, the U.S. Army Corps of Engineers, city managers, public works directors, state departments of transportation, law enforcement, environmental protection agencies, and local elected officials. Gerardo most recently served as Logistics Director for basecamps provided throughout the South in response to Hurricanes Milton, Helene, Debby.

Select AshBritt and Related Experience

Areas of Expertise

- Logistics
- Community Relations
- Operations
- Subcontractor Management

Training & Certifications

- Bilingual English/Spanish
- Strategic Planning
- IS-100.c and IS-700

Education

- University of Texas at Austin, MPA and B.A. in Government and Political Science

AshBritt, Inc. 2017 - Present

- Severe Storms and Flooding, 2024 – State of NM – ROW Debris, Waterway Debris, PPDR
- Hurricane Milton, 2024 – FL DEM – Basecamps, Ice/Water
- Hurricane Helene, 2024 – FL, NC, VA – Basecamps, Generators, Fuel, Ancillary
- Hurricane Debby, 2024 – FDEM – 5 Basecamps
- Post-Flood City Hall Demolition, 2024 – Fort Lauderdale, FL
- Virginia Wildfires, 2024 – VDEM – Emergency Fuel Truck
- Warehouse Fires, 2024 – VA – Debris Removal, Ancillary
- Quaker Run Fire, 2023 – VDEM – Sourced Firefighting Equipment
- Hurricane Idalia, 2023 - Suwanee County, FL - Basecamp
- Border Support Services, 2023 – Monroe County, FL – Basecamp
- Hurricane Ian, 2022 – FL – ROW, Haz Tree/Limb, Waterway, PPDR/ROE, Demolition, Basecamps/Shelters, White Goods, Freon Removal
- Flooding, 2022 – KY Transportation Cabinet – ROW
- COVID-19, 2022 – Nevada – Monoclonal Infusion Sites
- Tornadoes, 2022 – Hopkins County, KY – ROW
- Hurricane Ida, 2021 – LaDOTD, MS, and NJ – ROW
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- COVID-19, 2021 – Louisiana Dep. Of Health – Monoclonal Infusion Sites
- COVID-19, 2021 – Harris County, TX – Vaccination Sites
- COVID-19, 2021 – FL, VA, & TX DEM – Vaccination Sites
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- Tropical Storm Isaias, 2020 – NY & CT - ROW, Haz Tree, Disposal
- COVID-19, 2020 – Massachusetts – Medical Shelters
- COVID-19, 2020 – Miami, FL – Disinfecting Schools
- Tropical Storm Imelda, 2020 – Orange County, TX – DMS, Disposal
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb
- Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal Program, 2018 – PG&E Co., CA
- Hurricane Michael, 2018 – FL, GA, USACE – Push, ROW, Waterway, Haz Trees
- California Wildfires, 2017 – USACE – PPDR, Erosion Control, Air Monitoring
- Hurricane Irma, 2017 – FL, GA, SC – ROW, Beach, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, HHW, MRE, Generators, Shelters, Sand



Jim Loomis
Technical Assistance Manager

Qualifications & Experience

Jim is a seasoned management and regulatory expert with 35+ years of experience. His 12-year tenure in senior management at the Florida Division of Emergency Management focused on federal disaster assistance, including wildfire management, infrastructure, and individual and business recovery. As a key architect of the Partners in Recovery program, he has extensive experience in public-private partnerships for disaster recovery. Jim also brings construction and cost estimating expertise to his role, along with USACE and NAVFAC certifications.

Select AshBritt Experience

Disaster Experience
- Over 35 years

Areas of Expertise
- FEMA Technical Assistance
- Project Worksheet Formulation
- FEMA Appeals
- FEMA Documentation

Training & Certifications
- FEMA IS 100 & 700
- Over 50 FEMA and Emergency Management Certifications and Trainings.
- USACE CQCM for Contractors

Education
- Miami Dade Junior College – associate degree
- Florida State University

AshBritt, Inc. 2005 - Present
- Hurricane Idalia, 2023 – FL & GA – ROW, Push, Haz Tree, Basecamp
- Hurricane Ian, 2022 – FL – ROW, DMS, Disposal, Haz Tree/Limb, Waterway, PPDR, Demolition, Basecamps, White Goods/Freon, Vessels, Vehicles, HHW, E-waste
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway, Disposal
- FEMA 5,000 COVID Vaccination – IN, KY, MA, MD, NJ, WI, VA, NC, AL, MS, MI, MN, PA, VT, NH – Management of Vaccination Sites
- Hurricane Ida, 2021 – LA, MS, and NJ – ROW, DMS, Disposal
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb, Disposal
- Winter Storm Gia, 2019 – Overland Park, KS – ROW, Haz Tree/Limb, Disposal
- Hurricane Michael, 2018 – FL, USACE, GDOT – Push, ROW, Haz Tree/Limb
- California Wildfires, 2017 – USACE – PPDR, Erosion Control, Air Monitoring, Disposal
- Hurricane Irma, 2017 – FL, GA, SC – ROW, Beach Debris, Haz Tree/Limb, Generators, Ancillary, Emergency Food & Water, HHW
- Hurricane Harvey, 2017 – TX – ROW, Generators, Ancillary, DMS, Disposal
- Hurricane Sandy, 2012 – NJ – Vessels, Waterway, ROW, DMS, Disposal
- Severe Winter Storm, 2011 – MA – ROW, DMS, Disposal, Haz Tree/Limb
- Tornadoes, 2011 – MA – ROW, DMS, Haz Tree
- Hurricane Irene, 2011 – Emporia, VA – ROW, DMS, Disposal
- Hurricane Katrina, 2005 – MS, LA, FL – ROW, Ancillary, DMS, Disposal, Haz Tree, HHW, Putrescent Debris, PPDR/ROE
- Hurricane Wilma, 2005 – FL – ROW, DMS, Disposal

Florida Division of Emergency Management, 1989 - 2001
- **Bureau Chief/Administrator of the Disaster Recovery Programs** – Worked extensively on all types of federal assistance projects. He has supervisory and hands-on experience with more than 100 federal disaster declarations in the areas of government-to-government assistance for wildfire management and infrastructure support; government-to-individual assistance to meet uninsured family needs; and government-to-business assistance for uninsured business recovery needs.



Shelby Pay-Chaney
FEMA Compliance Manager

Qualifications & Experience

Shelby is a seasoned emergency management expert with a decade of state and federal experience. As a former FDEM Appeals Officer and FEMA Appeals Supervisor, she has extensive knowledge of FEMA's Public Assistance program. With over 300 appeals adjudicated, Shelby is skilled in policy analysis, stakeholder coordination, and disaster recovery. Her expertise spans all disaster types and recovery categories, making her an invaluable asset in complex disaster response and recovery efforts.

Select AshBritt and Related Experience

Disaster Experience
- 12 years

Areas of Expertise
- FEMA PA Program
- Procurement
- Federal Reimbursement Requirements

Training & Certifications
- FEMA Professional Development Certification
- FEMA Certified Site Inspector
- Certified COR
- FEMA PDAT Trainer
- FEMA IS-100.c, IS-632.a, IS-633, IS-700, IS-1000, IS-1001, IS-1018, IS-1027, and IS-1300
- Regional FMAG Advisor

Education
- Florida State University – B.S. in Sociology and Public Administration Certificate

AshBritt, Inc. 2023 – Present
- Flooding, 2024 – New Mexico – Technical Assistance
- Hurricane Milton, 2024 – St. Johns County, FL – Debris Surveys & Technical Assistance
- Hurricane Helene, 2024 – USACE, NC & GA Ops – Technical Assistance
- Hurricane Beryl, 2024 – Harris County, TX – FEMA Cost Eligibility Assistance
- Hurricane Idalia, 2023 – Valdosta, GA – Procurement Rules Assistance

FEMA Region 4, 2015-2023
- Appeals Supervisor – Led team of policy analysts and Technical Assistance Contractors in reviewing, analyzing, and preparing responses to the first appeals submitted by Region 4 applicants. Attended policy briefings, provided recommendations for nationwide policy revisions/updates, and assisted arbitration panels. Prepared PA eligibility, appeal evaluation, and authorship training.
- COVID-19 (DR-4486-FL), 2020 – Non-congregate housing eligibility reviews
- Fire Management Assistance Grant Officer – Provided Regional Administrator with declaration recommendations for the Southeastern Kentucky Fire Complex, 2016, and Kentucky Eagle's Nest Fire, 2016

Florida Division of Emergency Management (FDEM), 2013-2015
- Appeals Officer ("Blue Skies") – Tracked grant lifecycles, provided first and second appeal recommendations, reviewed audits and identified related implications, coordinated with local, state, and federal stakeholders on issues related to appeals, and evaluated projects and scenarios for FEMA PA Program eligibility compliance.
- Senior Management Analyst ("Gray Skies") – Traveled to disaster sites to complete Preliminary Damage Assessments with subrecipient and FEMA representatives. Worked at Joint Field Offices (JFO) to assist with project development and quality assurance.
- PDAs and JFO Deployment: Severe Storms, Tornadoes, Straight-Line Winds and Flooding (DR-4177-FL), 2014

Lyons & Farrar, PA, 2012-2013
- Legal Assistant - Managed over 200 individual and business economic loss claims related to the Deepwater Horizon Economic Settlement and BP Claims Program.



Jason Haynie
Environmental Health and Safety Manager

Qualifications & Experience

Jason is AshBritt's Lead Environmental Health and Safety Manager with 20 years of experience in disaster response. Known for his friendly demeanor and deep expertise, Jason inspires trust among his crews. Responsible for establishing and communicating safety protocols, he ensures equipment inspections, accident investigations, and site safety plan implementation. Jason also conducts structural safety inspections, including tower inspections. He serves as a client liaison, managing safety initiatives and providing field education to enhance overall safety performance.

Select AshBritt Experience

Disaster Experience
- 20 years

Areas of Expertise
- Safety
- Project Management
- Quality Control
- Operations

Training & Certifications
- FEMA IS 100 & 700
- OSHA 10-Hour
- 40-hr HAZWHOPER
- IS-632.a Intro to Debris Management
- IS-35.19 FEMA Safety Orientation
- IS-907 Active Shooter
- IS-100.c Intro to Incident Command System
- IS-37.20 Managerial Safety and Health
- IS-5.a Intro to Hazardous Materials
- IS-633 Debris Management Plan Development

AshBritt, Inc. 2004 - Present
- Hurricanes Helene and Milton, 2024 – FDEM/FDEP – Waterway
- Long-Term Recovery Project (Hurricane Ida), 2024 – Livingston Parish, LA - Waterway
- Hurricane Debby, 2024 – Harris County, TX – ROW, Haz Tree/Limb
- Severe Storms, 2024 – Valdosta, GA & Leon County, FL – ROW, Haz Tree/Limb
- Hurricane Idalia, 2023 - Lowndes County, Dasher, and Valdosta GA – ROW, Haz Tree/Limb
- Hurricane Ian, 2022 – FL – ROW, Haz Tree/Limb, Waterway, PPDR/ROE, Demolition, Basecamps/Shelters, White Goods, Freon
- Flooding, 2022 – KY Transportation Cabinet – ROW, Waterway
- Hurricane Nicholas, 2021 – Freeport, TX - ROW
- Hurricane Ida, 2021 – LaDOTD – ROW
- Oregon Wildfires, 2021 – ODOT – PPDR, Haz Tree
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb
- COVID-19, 2020 – Massachusetts – Medical Shelters
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb
- Hurricane Michael, 2018 – Bay County & Leon County, FL – Push, ROW, Waterway, Haz Tree/Limb
- California Wildfires, 2017 – USACE – PPDR, Erosion Control, Air Monitoring
- Hurricane Harvey, 2017 – Hardin County, TX – ROW, HHW, Shelters, Sand
- Hurricane Matthew, 2016 – Volusia County, FL - ROW, Beach, Haz Tree/Limb
- Hurricane Sandy, 2012 – NJ – Vessels, Waterway, ROW
- Severe Winter Storm, 2011 – CT – ROW, Haz Tree/Limb
- BP Oil Spill, 2010 – MS & FL – Cleanup, Deflection Boom, Skimmers
- Hurricane Ike, 2008 – Hardin County, TX – ROW, Building Restoration, Water Relocation, Ancillary
- Hurricane Katrina, 2005 – MS, LA, FL – ROW, Ancillary, Haz Tree, HHW, Putrescent Debris, PPDR/ROE
- Hurricanes Charley, Frances, & Jeanne, 2004 – FL – ROW



Bill Johnson
Senior Director of Debris Management

Qualifications & Experience – Operational Role: DMS Manager

Bill has over 40 years of disaster recovery experience. His primary responsibility includes the operational implementation of DMS plans, he supervises site management, debris separation, and reduction crews, and ensures proper containment and categorization of hazardous waste found in the debris stream. He arranges for the recycling of appropriate debris materials as per the mission or task-specific plans in the planning and operational phases. He ensures adherence to work rules and safety and environmental monitoring guidelines, supervises the loading of reduced debris for transportation to final disposal, ensures debris haul trucks are loaded within state DOT weight limits, and conducts site closures.

Select AshBritt and Related Experience

Disaster Experience
- 24 years

Areas of Expertise
- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications
- FEMA IS 100 & 700
- 40 Hr. HAZWOPER
- USACE CQCM for Contractors

Education
- Miami Springs High School, Miami Springs, FL

AshBritt, Inc. 2000 - Present
- Hurricane Milton, 2024 – Martin County, FL – ROW
- Flooding, 2022 – KY Transportation Cabinet – ROW, DMS, Disposal
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb,
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb, Disposal
- Hurricane Michael, 2018 – Leon County, FL – Push, ROW, Waterway, Haz Tree/Limb, Disposal
- Hurricane Irma, 2017 – FL, GA, SC – ROW, Beach Debris, Haz Tree/Limb, Generators, Ancillary, Emergency Food and Water, HHW
- Hurricane Harvey, 2017 – Victoria County, TX – ROW, HHW, DMS,
- Hurricane Matthew, 2016 – Brevard County, FL – ROW, Beach Debris, Haz Tree/Limb
- Valley Fire, 2015 – Lake County, CA – Haz Tree, Fire Debris
- Red Tide, 2015 - Longboat Key, FL - Dead Fish Collection, Disposal
- Winter Storm Pax, 2014 – Georgetown County, SC – ROW, DMS,
- Hurricane Sandy, 2012 – Ocean County, NJ – Vessels, Waterway, ROW, DMS, Disposal
- Severe Winter Storm, 2011 – Springfield, MA – ROW, DMS, Disposal, Haz Tree/Limb
- BP Oil Spill, 2010 – MS & FL – Cleanup, Deflection Boom, Skimmers
- Haiti Earthquake, 2010 – Demolition, ROW, Basecamps, Disposal
- Hurricane Ike, 2008 – Hardin County, TX – ROW,DMS, Disposal, Building Restoration, Water Relocation, Ancillary
- Hurricane Katrina, 2005 – Jackson County, MS – ROW, Ancillary, DMS, Disposal, Haz Tree, HHW, Putrescent Debris, PPDR/ROE
- Hurricane Wilma, 2005 – FL – ROW, DMS, Disposal
- Hurricanes Charley, Frances, & Jeanne, 2004 – FL - ROW, DMS,

Waste Management, Inc., FL 1997-1999
- Divisional Vice President – Responsible for leading and managing the organization's Refuse Collection Division and recycling plant in Broward County, Florida.

Browning Ferris, Inc., FL 1979-1997
- Vice President – Responsible for the operations of over 250 employees and 125 route trucks in the West Palm Beach area.



Dilia Camacho
Vice President

Qualifications & Experience – Operational Role: Quality Control supervisor

Dilia is an environmental and waste management expert with 24 years of combined public and private sector experience. Her background includes nine years in county government, specializing in solid and hazardous waste management, regulatory compliance, and disaster recovery. She also has over ten years of experience managing international import/export distribution channels from various U.S. ports to foreign trade routes throughout Latin America and the Caribbean. Dilia's familiarity with complex supply chains and environmental compliance across diverse industries strengthens quality assurance across every operation she manages.

Select AshBritt and Related Experience

Disaster Experience
- 24 years

Areas of Expertise
- Transportation/Logistics
- Strategic Management & Planning
- Project Management
- Solid & Hazardous Waste Management Operations
- Subcontractor Mgt.

Training & Certifications
- FEMA IS 100, 200, 700, & 800
- 40-Hr. HAZWOPER
- 8-Hr. HAZWOPER Supervisor
- CPR/AED/First Aid Cert.
- SWANA – Mgr. of Landfill Operations
- SWANA – Managing Integrated Solid Waste Management Systems
- SWANA – Recycling Mgr.
- Florida State University – Certified Public Manager

Education
- Florida International University -, B.A., Business Administration
- Bilingual English/Spanish

AshBritt, Inc. 2019 – Present
- Hurricane Milton, 2024 – Charlotte County, Punta Gorda, FL – ROW, Sand, Haz Tree/Limb
- Hurricane Helene, 2024 – Charlotte County, Punta Gorda, FL – ROW, Sand, Haz Tree/Limb
- Bulk Waste Augmentation, 2024 – St. Johns County, FL – ROW
- Hurricane Ian, 2022 – Charlotte County, FL – ROW, Haz Tree/Limb, Waterway, White Goods/Freon Removal
- FEMA 5,000 COVID Vaccination 2021 – IN, KY, MA, MD, NJ, WI, VA, NC, AL, MS, MI, MN, PA, VT, NH – Management of Vaccination Sites
- COVID-19, 2021 – Harris County, TX – Vaccination Sites
- COVID-19, 2021 – TDEM – Alternate Care Sites & Monoclonal Infusion Centers
- Hurricane Sally, 2020 – Escambia County, FL – ROW, Haz Tree/Limb, Disposal
- Hurricane Laura, 2020 – Orange County, TX – ROW, Haz Tree/Limb, Disposal
- Tropical Storm Isaias, 2020 – NY & CT – ROW, Haz Tree
- Hurricane Dorian, 2019 – SC – ROW, Haz Tree/Limb

Collier County, FL, 2008 – 2019
- Hurricane Irma, Sept. 2017 – Led debris removal efforts for Collier County post-Hurricane Irma, managing the removal of 3.6 million cubic yards of debris across multiple categories. Overseeing operations, contractors, and environmental monitoring, ensuring efficient and compliant debris management. Spearheaded hazardous waste collection and recovery efforts. Served as Public Information Officer, leading communications and public engagement. Developed and implemented a revised disaster debris management plan. Also led the initial phase of Collier County's waterway debris removal, coordinating with NRCS.
- MLK Storm – Jan. 2016 – Collier County, FL: Directed the collection of over 44,032 CY ROW vegetative and C&D debris from Collier County's Golden Gate City area. Coordinated, monitored, and tracked debris recovery operations and was responsible for the execution of FEMA documentation, invoicing, and internal reconciliations.



Christina Demidio
Controller

Qualifications & Experience

As the accounting administrator for all AshBritt projects since 2005, Christina manages all payables, reconciles operational reporting to subcontractor invoices, processes subcontractor invoices for payment, and is the lead data entry and invoicing contact. She handles all invoicing and subcontractor files for all our subcontractors. She assists the project managers in all administrative duties. This includes but is not limited to invoices and billing for all clients and subcontractors. Currently, Christina is managing all client invoicing and subcontractor payments for AshBritt's Hurricane Debby and Beryl responses.

Select AshBritt Finance Experience

Disaster Experience
- 18 years

Areas of Expertise
- Data Management
- Subcontractor Management
- FEMA Documentation

Training & Certifications
- FEMA IS 100 & 200
- Florida Notary
- USACE CQCM for Contractors

Education
- Pensacola Christian College, BS in Music Education (piano proficiency)
- Pensacola Christian College, MS in Music Education (piano proficiency)

AshBritt, Inc. 2004 - Present
- Controller – Managed the billing for all of the following disaster responses:
- Borel and Thompson Wildfires, 2024 – CalRecycle
- Flooding, 2024 – State of NM
- Hurricane Milton, 2024 – FL
- Hurricane Helene, 2024 – FL, GA, SC, NC, & VA
- Hurricane Debby, 2024 – FL
- Hurricane Beryl, 2024 – TX
- Nationwide Storms and Tornadoes, 2024 – FL, GA, TX, KS, KY
- Warehouse Fires, 2024 – Isle of Wight & Alexandria, VA
- Quaker Run Fire, 2023 – VDEM
- Hurricane Idalia, 2023 – FL & GA
- Hurricane Nicole, 2022 – Brevard County, FL
- Hurricane Ian, 2022 – FL
- COVID-19, 2022 – NV
- Tornadoes, 2022 – Hopkins County, KY
- Hurricane Nicholas, 2021 – Freeport, TX
- Hurricane Ida, 2021 – LA, MS, and NJ
- Oregon Wildfires, 2021 – Oregon DOT
- COVID-19, 2021 – LA, TX, FL, VA
- Hurricane Sally, 2020 – Escambia County, FL
- Hurricane Laura, 2020 – Orange County, TX
- Tropical Storm Isaias, 2020 – NY & CT
- COVID-19, 2020 – MA & FL
- Tropical Storm Imelda, 2020 – Orange County, TX
- Hurricane Dorian, 2019 – SC
- Winter Storm Gia, 2019 – Overland Park, KS
- Pre-Inspection for Accelerated Wildfire Reduction and Hazardous Tree Removal Program, 2018 – PG&E Co., CA
- Hurricane Michael, 2018 – FL, GA, USACE
- California Wildfires, 2017 – USACE
- Hurricane Irma, 2017 – FL, GA, SC
- Hurricane Harvey, 2017 – TX
- Hurricane Matthew, 2016 – FL, GA, SC
- Winter Storm Jonas, 2016 – MD & VA
- Blue Cut Fire, 2016 – San Bernardino County, CA

- Soberanes Fire, 2016 – Monterey County, CA
- Severe Storm, 2016 – Collier County, FL
- Valley Fire, 2015 – PG&E, Lake County, CA
- Flooding, 2015 – Charleston, SC
- Flooding, 2015 – Hidalgo County, TX
- Winter Storm Pax, 2014 – GA & SC
- Hurricane Sandy, 2012 – VA, NY & NJ
- Severe Winter Storm, 2011 – CT
- Severe Winter Storm, 2011 – MA
- Tornadoes, 2011 – MA
- BP Oil Spill, 2010 – MS & FL
- Hurricane Ike, 2008 – TX
- Hurricane Dolly, 2008 – TX
- Ice Storm, 2006 - Alden & Eerie County, NY
- Hurricane Katrina, 2005 – MS, LA, FL
- Hurricane Wilma, 2005 – FL
- Hurricane Ivan, 2004 – Escambia County, FL

Removal/Replacement of Staff

AshBritt maintains a pre-vetted roster of qualified personnel, including full-time employees, reservists, and subcontractors, who meet all necessary qualifications and background checks. Upon contract activation, we will institute a succession plan that identifies backup personnel for key positions within the debris management team. This will ensure minimal disruption if a primary staff member needs to be replaced. We will also implement cross-training programs for staff members to develop familiarity with different tasks and roles within the debris removal operation so that we may achieve greater flexibility in reassigning personnel if needed.

When a staff member requires removal due to illness, injury, or other reasons, the Project Manager (PM) will be notified following ICS protocols. The PM, in consultation with the Project Management Team, will identify a suitable replacement from our pre-vetted roster based on qualifications and the specific needs of the vacant role. Once a replacement candidate is chosen, their information and qualifications will be promptly submitted to the County for approval. Upon County approval, the replacement staff member will be deployed to the project site. The Operations Manager will ensure proper onboarding, including safety briefings, task familiarization, and integration into the existing team structure.

Technical Assistance Team

We know that sufficient awareness of federal eligibility requirements will save more tax dollars for jurisdictions than any other task in the four phases of emergency management. AshBritt's Technical Assistance Team members have combined decades of experience working for both FEMA and state divisions of emergency management.

We will use this knowledge and expertise to:



- Address any federal funding concerns or questions that regional jurisdictions may have before or after disasters.
- Provide training/procedural updates to regional partners, field staff, and subcontractors (e.g., Policy Briefings, revised field guidance, etc.).
- Review State and local debris management plans for compliance with federal funding requirements.

Please see our Technical Assistance Team's bios below and on the following page.

Team Member	Qualifications
 Shelby Pay-Chaney	Shelby worked as a FEMA Region 4 Appeals Supervisor for 8 years before joining AshBritt in 2023. **She boasts a decade of combined state and federal emergency management experience**. During her tenure with FEMA, Shelby personally adjudicated over 300 Region 4 PA first appeals affiliated with every facet of disaster recovery and oversaw the completion of countless other appeals and technical reviews prepared by appeals staff and Technical Assistance Contractors. She also participated in numerous policy development working groups and arbitration hearings; managed declaration requests for multiple Fire Management Assistance Grants (FMAG); and became a certified trainer for FEMA's Procurement Disaster Assistance Team (PDAT). Before FEMA, Shelby served as the Appeals Officer for the Florida Division of Emergency Management, the state agency with the largest PA appeal output nationwide. Her state and federal appellate review work has spanned most disaster types (e.g., hurricanes, floods, windstorms, tornados, fire, snow/ice, COVID-19/pandemic, landslides, etc.) and all categories of disaster recovery work (i.e., Categories A-G). **Her working knowledge of the federal laws, regulations, and policies that guide FEMA's PA Program is all-inclusive.** Since joining AshBritt, Shelby has served as both our Proposal Manager and expert on federal procurement requirements. Her extensive experience adjudicating FEMA eligibility issues, combined with her deep understanding of federal procurement standards and contracting requirements, makes her the ideal resource for addressing any contracting concerns our clients may have.
 Jim Loomis	**Jim is a seasoned emergency management expert with over 12 years of executive leadership experience in state-level emergency management.** His expertise spans federal assistance, disaster declarations, and government-to-government/individual/business assistance programs. He played a key role in developing the Partners in Recovery Program, a national model for disaster recovery coordination. Jim also worked in hurricane shelter surveys, Community Right to Know programs and disaster recovery planning. He was instrumental in the development of Florida's Disaster Mitigation Act of 2000. Over the past 20 years working with AshBritt, Jim has become our lead liaison for federal agency coordination. Notably, his wide breadth of emergency management expertise has supported AshBritt's efforts on multiple federal contracts, including those with the United States Army Corps of Engineers.

Team Member	Qualifications
 Chris Holsinger	Chris began his emergency management career at the Florida Division of Emergency Management, where he served as **the State's leading expert on FEMA debris eligibility requirements**, providing technical assistance to Florida PA applicants. Additionally, Chris taught the FEMA G202 Debris Management Training Course throughout the state and regularly reviewed Debris Management Plans for compliance with the Sandy Recovery Improvement Act's Debris Management Plan Pilot Program. During his time at FDEM, Chris co-authored the Debris Management Field Guide, a comprehensive resource that outlines eligible work and proper procedures for documenting, collecting, and disposing of various types of debris. He also reviewed municipal Comprehensive Emergency Management Plans to ensure their compliance with debris management standards during Florida's 5-year recertification process for various jurisdictions. In 2013, Chris served as the Public Assistance Coordinator for the FEMA Fire Management Assistance Grant Program, further expanding his expertise in disaster response and recovery. Since joining the AshBritt team nearly a decade ago, Chris has become our in-house expert on small, disadvantaged, women-owned, and minority business (SBE) subcontracting. While serving as our in-house SBE Officer, Chris performs outreach to SBEs, provides registration and licensing guidance, and mentors small businesses through subcontracting procedures for government work.
 Jeanne Spagnolo	**Jeanne is a seasoned emergency management professional with state-level experience in compliance, policy analysis, and disaster response.** She began her career at the Florida Division of Emergency Management, where she contributed to the creation of the Compliance Unit and participated in responses to various disasters, including COVID-19, Hurricane Sally, and tornadoes. After FDEM, Jeanne worked as a Legislative Policy Analyst, contributing to the development and passage of legislation reforming Florida's emergency management policy. Now working directly with AshBritt's leadership team as our Manager of Executive and Strategic Initiatives, Jeanne's expertise supports our work in governmental affairs and public outreach.

TAB 3

AshBritt 30 YEARS SUPPORTING COMMUNITIES NATIONWIDE



AshBritt

ILLUSTRATIVE WORK

Tab 3. ILLUSTRATIVE WORK

Company Overview

AshBritt, Inc. is a woman- and minority-owned S Corporation, incorporated in the State of Florida on October 28, 1992, that maintains a full-time staff of 40+ emergency management experts. Originally founded as a landscaping company, AshBritt's first emergency response effort supported South Florida communities in the wake of Hurricane Andrew. We have since supported recovery efforts in response to 110+ federally declared disasters in 36 states, including multiple disasters Kansas**.**

- **AshBritt: The Nation's Leading Disaster Debris Manager and Emergency Services Provider**



Disaster Debris Management – Our highly trained team possesses extensive experience navigating the diverse challenges of disasters. We have traversed the splintered landscapes of hurricanes and tornadoes, tackled flood-stricken terrain, meticulously navigated the aftermath of wildfires, and more. Each event presents unique demands, yet we consistently leverage our deep understanding of post-disaster dynamics to implement effective solutions.

Logistics Support – AshBritt is the industry leader in the provision of logistics, emergency materials, shelters, staffing, and support services. We are a national turnkey, rapid response, disaster recovery solutions firm comprised of a seasoned group of experienced and knowledgeable professionals specializing in a wide range of emergency solutions. Our team prepares and guarantees a contingency program that delivers secured assets when time is of the essence, allowing for an all-encompassing approach.

Safety – AshBritt maintains the highest levels of safety, quality, and integrity in conducting our services and operations, always adhering to guidelines set forth by OSHA, USACE, EPA, and FEMA.

Small Business Advocate – We have also met or exceeded small business requirements in all our past events. **AshBritt was once a small business,** and we remain committed to partnering with small and disadvantaged businesses to the fullest extent possible per 2 C.F.R., Part 200.

Innovative Solutions – Our expertise and resources allow us to devise and execute effective solutions tailored to our clients' specific needs. Following Hurricane Ian 2022, we demonstrated this ability by employing helicopters to lower personnel into mangroves in Lee County, FL, to identify registration and hull numbers on derelict vessels. We also disassembled vessels within the mangroves and transported them by helicopter to an aggregation site, thereby minimizing the environmental impact on the mangrove ecosystem.

United States Army Corps of Engineers Trusted Contractor



AshBritt has participated in the National Response Framework since **1998,** when we received our first pre-positioned debris management contract from the United States Army Corps of Engineers (USACE). In 2021, the U.S. Department of Defense (DoD) made history by awarding four contracts totaling $1.75 billion to AshBritt, representing the largest pre-positioned federal debris management contracts value ever granted to a single firm. The record-breaking awards make **AshBritt the prime DoD debris management partner in four U.S. regions, comprising 25 states, including Kansas.**

AshBritt is proud to currently be supporting multiple disaster debris management missions for USACE's South Atlantic Division in North Carolina in response to Hurricane Helene (2024) that encompass complex debris removal services, including but not limited to ROW debris, mud/silt removal, PPDDR, and waterway debris removal. **This mission is the most historically complex debris and tree removal mission ever completed following a hurricane or tropical storm event.**

Regional States	
South Atlantic Division	NC, SC, GA, AL, FL
Mississippi Valley Division	IL, IA, MN, WI, LA, MS
Southwestern Division	TX, AR, OK
Northwestern Division	MT, WY, ID, OR, WA, MO, KS, CO, NE, SD, ND

AshBritt has been USACE's trusted debris contractor for the past 25 years

Featured Project: Hurricane Helene

Following Hurricane Helene, AshBritt was tasked by the U.S. Army Corps of Engineers (USACE) to perform various **large-scale right-of-way missions** and collect/manage **more than 6 million cubic yards of waterway debris** across 11 counties in North Carolina. With this endeavor, we have successfully removed and processed more than 8.4 million cubic yards of debris and nearly **475,000 tons of soil and sediment, facilitated by 163,000+ loads hauled by over 3,000 unique units**. USACE also tasked AshBritt with providing **Private Property Debris Removal for 5,000 residential properties** across the state. Simultaneously, AshBritt managed nearly 3 million cubic yards of vegetative debris across 10 jurisdictions in Georgia for USACE. This combined effort, supported by a dedicated team exceeding 2,500 professionals, underscores AshBritt's operational scale and expertise in managing complex, multi-state disaster recovery operations.



AshBritt Experience Overview

The graphic below summarizes our experience in responding to declared disasters throughout the U.S.

Hurricanes

- ✓ 36 Hurricanes
- ✓ 108M CY Debris Removed
- ✓ 378 Activations, 13 States

Major Hurricane Responses⇨

- Hurricanes Helene and Milton: FL, GA, NC, SC, VA, & USACE
- Hurricane Ian: FL
- Hurricane Irma: FL, GA, SC
- Hurricane Sandy: CT, MD, NJ, VA
- Hurricane Katrina/Wilma: FL, USACE (MS, LA)

Tornadoes

- ✓ 20 Tornado Impacts
- ✓ 2.5M CY Debris Removed
- ✓ 20 Activations, 10 States

Key Tornado Responses⇨

- 2024 Spring Tornadoes - FL, GA, KY
- 2021 Tornadoes - KY
- EF5 Tornado - MD
- EF5 Tornado - OK

Floods

- ✓ 9 Flood Events
- ✓ Floodwater Relocation
- ✓ 1M CY Debris Removed

Key Flood Responses⇨

- Severe Flooding - NM
- Ft. Lauderdale Flooding Event - FL
- Statewide Flood Event - KY
- Storms/Floods - SC
- Torrential Rains/Flooding Event - TX

Wildfires

- ✓ 12 Fire Responses
- ✓ 5,000 Properties Cleared
- ✓ 1M Tons Removed

Key Wildfire Responses⇨

- USACE Multiple Wildfires - CA
- Jackson/Lane Wildfires - OR
- Soberanes Fire - CA
- Lake County Fire - CA

Ice/Snow Storms

- ✓ 24 Winter Storms
- ✓ 5.6M CY Debris Removed
- ✓ Emergency Snow Clearance

Key Storm Responses⇨

- Southeast Winter Storms - VA, GA, KY
- Winter Storm Jonas - MD, VA
- Winter Storm Gia - KS
- Emergency Storm Nemo - CT, MA
- Winter Storm Pax - GA, SC

Tropical/Severe Storms

- ✓ 22 Severe/Tropical Storms
- ✓ 2M CY Debris Removed
- ✓ 30 Activations, 8 States

Key Storm Responses⇨

- 2024 Severe Storms - TX, KS
- Tropical Storm Isais - CT, FL, NY
- Tropical Storm Imelda - TX
- Tropical Storm Fay - FL

Oil Spills/Environmental

- ✓ >1000,000 LF of Boom Deployed
- ✓ 97,000 Fish Removed

Key Spill Responses⇨

- Spoil Island Clean-Up - FL DEP
- BP Oil Spill - FL
- Red Tide Dead Fish Removal - FL
- Well Gas Leak - OK

COVID/Pandemics

- ✓ 7 COVID Responses
- ✓ 1,000,000 Vaccinations
- ✓ Set up 31 Sites

Key Pandemic Responses⇨

- VDEM COVID Response - VA
- FDEM COVID Response - FL
- TDEM COVID Response - TX
- MEMA COVID Response - MA

Project History

AshBritt has responded to more than **600 individual missions** throughout the U.S. since 1992. In just the last decade, we provided debris management services in response to the disasters listed below, collecting and disposing of more than **68,000,000 cubic yards of debris**. A full accounting of our 32-year project history can be provided upon request.

10-YEAR DISASTER DEBRIS PROJECT SUMMARY		
Year	**Disaster Recovery Project (FEMA Declaration)**	**Client/Location**
2025	Severe Storms and Flooding	Louisville, KY
2024	Severe Storms and Flooding (DR-4843)	State of NM
2024	Hurricane Milton (DR-4834)	13 FL Jurisdictions
2024	Hurricane Helene	24+ FL, GA, SC, NC & VA Jurisdictions (+USACE missions in GA & NC)
2024	Hurricane Debby (DR-4806)	3 Florida Jurisdictions
2024	Hurricane Beryl (DR-4798)	6 Texas Jurisdictions
2024	Nationwide Severe Storms and Tornadoes	9 Jurisdictions in FL, GA, KS, KY, & TX
2024	Warehouse Fires	Isle of Wight and Alexandria, VA
2023	Hurricane Idalia (DR-4734 and DR-4738)	6 Jurisdictions in FL and GA
2023	Straight-line Windstorm	Prairie Village and Overland Park, KS
2023	Severe Storms, Tornadoes, and Flooding (DR-4709)	Ft. Lauderdale, FL
2022	Hurricane Nicole (DR-4680)	Brevard County, FL
2022	Hurricane Ian (DR-4673)	15 Florida Jurisdictions
2022	Kentucky Severe Storms, Flooding, Landslides, and Mudslides (DR-4663)	KY Transportation Cabinet
2022	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes (DR-4630)	Hopkins County, KY
2021	Hurricane Ida (DR-4611, DR-4614, & DR-4626)	6 Jurisdictions in NJ, LA, MS
2021	Hurricane Nicholas	Freeport, TX
2021	Oregon Wildfires (DR-4562)	OR Department of Transportation
2020	Tropical Storm Eta (EM-3551)	Fort Lauderdale, FL
2020	Hurricane Sally (DR-4564)	Escambia County, FL
2020	Hurricane Laura (DR-4559)	Orange County, TX
2020	Tropical Storm Isaias (DR-4567)	4 Jurisdictions in NY, CT, & FL
2020	Hurricane Zeta (DR-4576 and DR-4575)	Atlanta, GA, and Bay St. Louis, MS
2020	Virginia Severe Storms	Fairfax County, VA
2020	Massachusetts Tornado	State of Massachusetts
2019	Virginia Strong Storms	Fairfax County, VA
2019	Hurricane Dorian (DR-4468)	Charleston County, SC
2019	Tropical Storm Imelda (DR-4466)	Orange County, TX
2019	Winter Storm Gia	Overland Park, KS
2018	Camp Fire (DR-4407)	PG&E Company
2018	Hurricane Michael (DR-4399 & DR-4400)	10 Jurisdictions in FL and GA (+USACE Mission in FL Panhandle)
2017	Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344)	USACE - Sacramento District
2017	Hurricane Irma (DR-4337, DR-4338, & DR-4400)	64 Jurisdictions in FL, GA, SC
2017	Hurricane Harvey (DR-4332)	14 Jurisdictions in TX
2016	Hurricane Matthew (DR-4283, DR-4284, & DR-4286)	23 Jurisdictions in FL, GA, SC
2016	California Blue Cut Fire (FM-5147)	San Bernardino County, CA

2016	California Soberanes Fire (FM-5137)	Monterey County, CA
2016	Texas Severe Storms and Flooding (DR-4269)	Hidalgo County, TX
2016	Severe Storm	Collier County, FL
2016	Winter Storm Jonas (DR-4261 & DR-4262)	9 Jurisdictions in VA and MD
2015	Valley Fire and Butte Fire (DR-4240)	Lake County, CA, and PG&E Co.

Illustrative Projects

AshBritt maintains a professional, positive relationship with all our clients. Below is a list of 10 recent projects in which we performed the exact same scope of work that can attest to our knowledge, quality of work, timeliness, diligence, and flexibility in providing disaster recovery and debris management services. AshBritt was the prime contractor for all projects listed below and was 100% responsible for all phases of each project. **Please reference each role assigned in the below illustrated projects to Tab (2), Section: Key Personnel Project Assignment for details on their specific duties and roles for each project below.**

1. Multiple Storms – Overland Park and Prairie Village, KS

Although the clean-up projects that AshBritt provided to the cities of Overland Park and Prairie Village were small, it shows our commitment and our motto "***there when you need us***" to our clients to provide the clean-up, regardless of the project size. We were on-site within 24-hours of notice to proceed.

AshBritt Project Personnel Assigned

Brian Thomason, SVP/Project Manager
Christina Demidio, Controller, Payables/Receivables

Project Owner Contact Information

Mike Burton, Parks & Forestry Manager
Phone: (913) 484-2491
Email: mike.burton@opkansas.org
Address: 8500 Sante Fe Dr. Overland, KS 66212

Project Information

Dates	Event	Scope	Cubic Yards	Cost
05/24/24-06/11/24 Overland Park	Tornado and Straightline Windstorm	Removal of vegetative debris and direct haul to city parks department for further processing	13,000	$302,808.00
7/17/23 – 8/9/23 Overland Park	Straightline Windstorm	ROW and Citizen drop off site location	30,000	$579,193.00
7/24/23 – 8/11/23 Prairie Village	Straightline Windstorm	ROW and Citizen drop off site location	37,000	$500,730.00
6/11/22 – 6/15/22 Overland Park	Tropical/Severe Storm	Clearing and removal of debris from ROW	3,480	$69,063.00
01/16/19 – 02/01/19 Overland Park	Ice/Snow Storm	ROW vegetative debris collection and hazardous tree and limb removal, hauled to DMS then to final disposal	19,946	$170,156.91

2. Hurricane Helene – Buncombe County, NC

AshBritt Project Personnel Assigned

Matt Gierden, Project Manager
Dow Knight, Operation Manager
Rob Ray, Quality Control Manager
Bill Johnson, DMS Director
Christina Demidio, Controller, Payables/Receivables

Contact Information

Dane Pedersen, Solid Waste Director
Phone: (828) 545-8258
Email: Dane.Pedersen@buncombecounty.org
Address: 81 Panther Branch Rd, Alexander, NC 28701

Project Information

Dates: 10/28/2024 – Ongoing
Details: Hurricane Helene – 2,640,654+ CY
Cost: Pending



Scope of Project: AshBritt was contracted by the U.S. Army Corps of Engineers (USACE) to lead a major disaster recovery operation across Buncombe County and the City of Asheville, North Carolina. The mission scope included Right-of-Way and Waterway Debris Collection, Hazardous Tree and Hanger Removal, Soil and Sediment Collection, and Private Property Debris Removal and Demolition (PPDR). To date, AshBritt has successfully removed and processed 2,640,654 cubic yards of debris and 151,198 tons of soil and sediment. This large-scale operation required the coordination of 90,755 individual loads hauled by 1,413 unique hauling units. In support of the PPDR program, 3,500 private properties were cleared of disaster-generated debris. The recovery mission was supported by a dedicated team of over 300 professionals spanning management, administrative, safety, and quality control roles.

3. Flooding Event – Louisville-Jefferson County, KY

AshBritt Project Personnel Assigned

Brian Thomason, Project Manager
Christina Demidio, Controller, Payables/Receivables

Contact Information

Amy Rose, Emergency Management Coordinator
Phone: (502) 919-0172
Email: amy.rose@louisvilleky.gov
Address: 611 W Jefferson St. Louisville, KY 40201

Project Information

Dates: 01/09/2025 – 04/26/2025
Details: 2025 Floods and Snow Storm
Cost: $2,584,927

Contract Term: 2/10/2021 - 2/8/2026

Scope of Project: AshBritt deployed 26 Emergency Road Clearance Crews, 3 Sweeper Trucks, 5 Muck Crews, and 3 Grapple Trucks performed emergency debris removal and mud clearing across numerous city streets, roads, and public spaces. Our crews operated 12–15 hours daily, focusing effort on downtown Louisville aimed to restore all areas to their original condition within 10 days. Our swift restoration efforts were crucial to ensure the city was ready to host Kentucky Derby-related activities on schedule. Additionally, to support public health needs after many city restrooms were flooded and rendered inoperable, we supplied: 27 Standard Porta-Johns, 10 ADA-Compliant Porta-Johns, and 11 Handwashing Stations. AshBritt also deployed 12 plows and two supervisors for a snow plow mission.

Additional Projects Completed for Client

Dates	Event	Scope	Cubic Yards	Cost
01/09/25 – 01/12/25	Ice/Snow Storm	Deployed 12 plows and two supervisors to clear roads	N/A (hourly services)	$304,927.00
04/15/24 – 4/24/24	Severe Storms, Straight-line Winds, Tornadoes, Landslides, and Mudslides	ROW collection of vegetative and C&D debris. Debris was direct hauled to final disposal facilities.	8,200	$76,063.00

- ## 4. Tornado Event - Hopkins County, KY

AshBritt Project Personnel Assigned

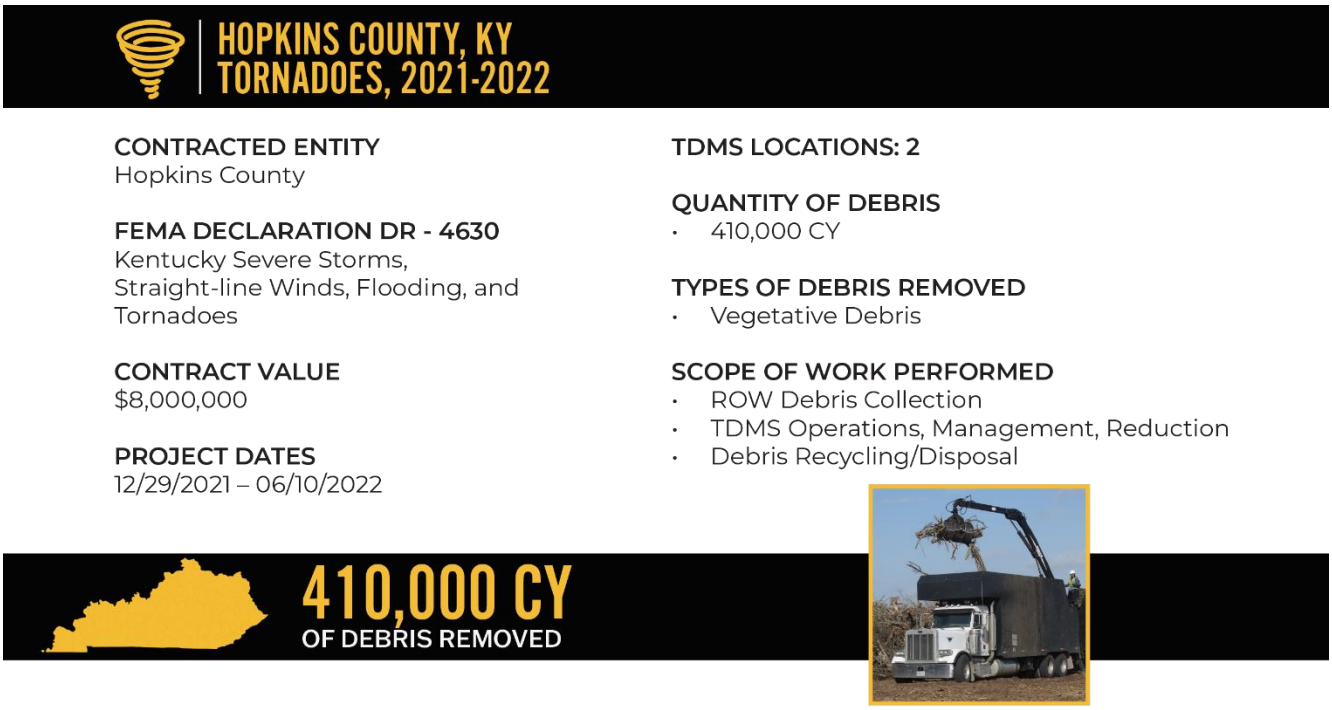
Brian Thomason, Project Manager
Rob Ray, Quality Control Manager
Christina Demidio, Controller, Payables/Receivables

Contact Information

Judge Jack Whitfield
Phone: 270-821-8294
Email: judgeexecutive@hopkinscounty.net
Address: 56 N. Main Street, Madisonville, KY 42431

Project Information

Dates: 12/29/2021 – 06/10/2022
Details: 2021 Tornado Event
Cost: $7,740,730.00



Additional Projects Completed for Client

2024 Tornado and Straightline Winds – 119,093 CY

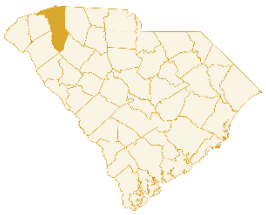
5. Hurricane Helene - Greenville County, SC

AshBritt Project Personnel Assigned

Jamie Robbins, Project Manager
Danny Demidio, Operations Manager
Christina Demidio, Controller, Payables/Receivables

Contact Information

Hesha Gamble, Assistant County Administrator
Phone: (864) 467-4612
Email: hgamble@greenvillecounty.org
Address: 301 University Rdg, Greenville, SC 29601



Project Information

Dates: 10/02/2024 – 4/05/2025
Details: Hurricane Helene – 1,126,203 CY
Cost: $17,005,405

Scope of Project: AshBritt was onsite in Greenville County within 48 hours following Hurricane Helene, preparing to mobilize a significant right-of-way debris mission. We had 55 haulers operating within the County in just 96 hours and ultimately established 5 TDSRS throughout the working areas. Due to this strategic resource allocation and consistent coordination with the County, we were able to clear 127 roads of fallen trees within the first few days of operation, reopening traffic and supporting local recovery efforts. At peak operations, we utilized 8 subcontractors and 141 unique hauling units.

- **Challenge:** Greenville County residents were inexperienced in participating in a post-disaster debris removal response of this magnitude. Rapidly educating the community on how the debris management process would proceed was vital to ensuring efficient and effective operations.
- **Accomplishment:** AshBritt participated in educational outreach on every level to ensure we could meet the needs of all County residents. We quickly ramped up outreach efforts in the form of tabletop discussions with County stakeholders, residential town halls, presenting at community events, and responding to individual calls and emails from residents to guarantee that every community member was sufficiently informed of how to participate in and what to expect from the disaster recovery effort.
- **Key Takeaway:** AshBritt implements a proactive and comprehensive approach to community education and engagement, recognizing that effective disaster recovery hinges on clear communication and resident understanding of the debris removal process.

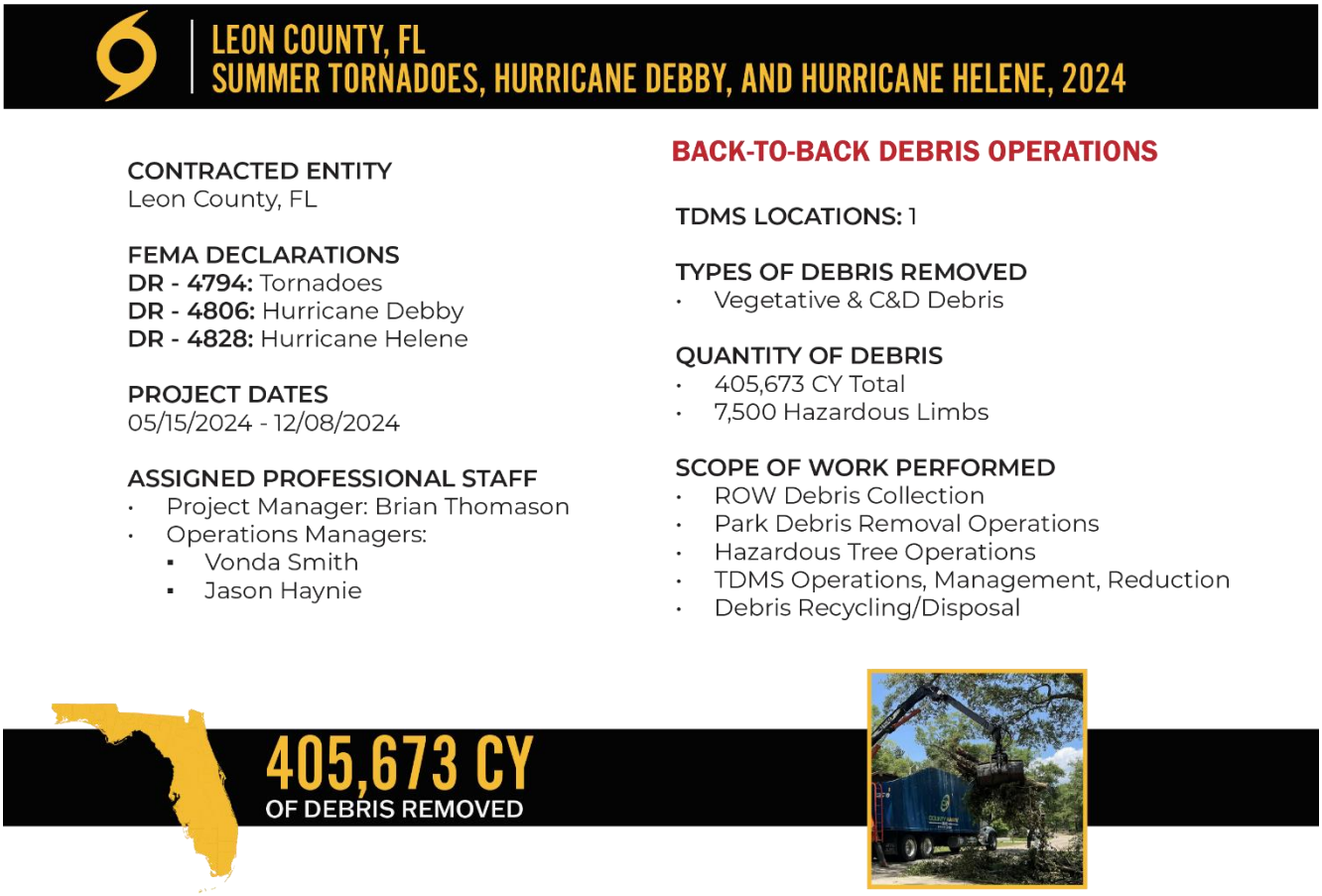


- **6. 2024 Back-to-Back Events Leon County, FL: Tornado/Hurricane Debby/Hurricane Helene**

AshBritt Project Personnel Assigned
Brian Thomason, SVP/Project Manager
Vonda Smith, Operations Supervisor
Christina Demidio, Controller, Payables/Receivables

Contact Information
Brent Pell, Public Works Director
Phone: 850-354-2252
Email: pellb@leoncountyfl.gov
Address: 301 Monroe Street, Tallahassee, FL 32301

Project Information
Dates: 05/15/24 – 08/08/2024 | 08/18/2024 – 09/12/2024 | 10/05/2024 – 12/08/24 |
Cost: $7,049,384.00



Additional Projects Completed for Client
2023 Hurricane Idalia: 22,807 CY
2018 Hurricane Michael: 903,000 CY
2017 Hurricane Irma: 27,282 CY

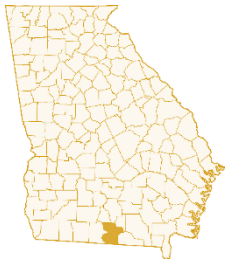
7. Hurricane Helene - Lowndes County, GA

AshBritt Project Personnel Assigned
Danny D'Emidio, Project Manager
Dow Knight, Operations Manager
Christina Demidio, Controller, Payables/Receivables

AshBritt Project Personnel Assigned *
Brian Thomason, Project Manage
Dow Knight, Operations Manager

* *Contract was then transitioned over to the U.S. Army Corps of Engineers, Managed by Brian Thomason*

Contact Information
Ashley Tye, Emergency Management Director
Phone: (229) 671-2400
Email: atye@lowndescounty.com
Address: P.O. Box 1349, Valdosta, GA 31603



Project Information
Dates: 10/04/2024 – 11/21/2024
Details: Hurricane Helene – 3,043,692 CY
Cost: $18,070,718

Scope of Project: Following Hurricane Helene, AshBritt was activated by Lowndes County to perform debris collection, management, reduction, and disposal across the county and its municipalities (i.e., Valdosta, Dasher, Lake Park, Hahira, and Remerton). Before the U.S. Army Corps of Engineers (USACE) regional contract activation for the County, AshBritt performed 3,043,692 CY of ROW vegetative debris removal; established and managed five temporary debris staging and reduction locations; and removed 2,886 fallen trees, 29,288 hazardous hanging limbs, and 5,290 hazardous trees.



- **Challenge:** Hurricane Helene generated an enormous amount of vegetative debris in Lowndes County. AshBritt was challenged with finding useful ways to repurpose the debris upon reduction.
- **Accomplishment:** AshBritt identified strategic partners that processed mulch by cleaning, reducing, and treating it to a size suitable for home gardening and lawn care. This mulch was eventually bagged and distributed through garden centers. Additionally, some landfills use unprocessed mulch as organic fill, contributing to effective waste management. Dirt washed from the mulch was used by local blueberry farmers as nutrient-rich soil.
- **Key Takeaway:** AshBritt is committed to sustainable debris management by finding innovative repurposing solutions for vegetative debris, transforming potential waste into valuable resources for both commercial and agricultural use.

Additional Projects Completed for Client
2023 – Hurricane Idalia – 1,161,903 CY

8. Hurricane Milton – Charlotte County, FL

AshBritt Project Personnel Assigned

Dilia Camacho, Project Manager
Rob Ray, Operations Manager
Christina Demidio, Controller, Payables/Receivables

Contact Information

John Elias, Public Works Director
Phone: (941) 575-3600
Email: john.elias@charlottecountyfl.gov
Address: 7000 Florida St., Punta Gorda, FL 33950



Project Information

Dates: 10/07/2024 - Ongoing
Details: Hurricane Helene – 344,117 CY ROW Debris
Cost: Pending

Scope of Project: Following Hurricane Milton, AshBritt was tasked with multiple Scope of Work items, including ROW debris collection; DMS Management; storm debris removal by barge; sand screening; inlet/catch basin and stormwater pipe cleaning/drainage; boardwalk demolition; and mud and silt clean up.

- **Challenge:** The combined impacts of Hurricanes Helene and Milton resulted in severe flooding across Charlotte County's coastal and low-lying areas. High winds and a 12-foot storm surge submerged most homes along Manasota Key, Don Pedro Knight Island, Hellewah Isles, and Little Gasparilla Island. Sand was displaced for miles, obstructing roadways, covering homes and infrastructure, and destroying beach walkways. A mixture of storm debris, including construction and demolition materials, vegetative waste, hazardous substances, and other contaminants, created a widespread layer of dirty sand along the coast and floating debris in the low-lying flood-impacted areas.

  On Manasota Key, sand-covered roadways clogged catch basins and overwhelmed the stormwater drainage system. In addition, a 2–3-inch layer of mud and silt blanketed roadways, restricting access to critical county-owned facilities. Extensive debris and infrastructure damage affected all county parks, prompting manual debris collection, sidewalk sweeping, and the removal of large structural and vegetative debris.

- **Accomplishment:** AshBritt's rapid response effort mobilized 75 hauling units for Right-of-Way debris collection and 32 units specifically for Private Property Debris Removal (PPDR). Specialized crews were deployed to manage hazardous waste and white goods collection. Barge transport operations were established to remove debris from the barrier islands of Hellewah Isles and Little Gasparilla Island. Additionally, three sand screeners were deployed to process contaminated sand on Manasota Key and Don Pedro Knight Island, supported by rakes and off-road trucks for beach sand placement and vacuum trucks for stormwater system cleaning.

  - ROW Collections: 344,143 CY
  - Sand Screening Operations: 134,000 CY
  - Stormwater Drainage Infrastructure Cleaning: 8,456 LF / 131 Catch Basins
  - PPDR Debris Collections: 25,687 CY
  - Boardwalk Demolition: 10,690 sq. ft.
  - Mud & Silt Removal: 6 County-Owned Facilities
  - Park Restoration: 10 County-Owned Parks

- **Key Takeaway:** The devastating impacts of back-to-back hurricanes demanded a rapid, scalable response to address widespread environmental threats and public safety hazards throughout Charlotte County. Critical access limitations, debris obstructions, and coastal contamination necessitated extensive sand remediation, infrastructure restoration, and coordinated barrier island operations. Effective recovery was made possible through strategic planning, interagency support, and strong local partnerships driving a unified, countywide response mission.

Additional Project for Charlotte County

Dates: 09/30/2022 – 04/10/2023
Details: Hurricane Ian – 4,672,000 CY
Cost: $79,835,000.00

CHARLOTTE COUNTY, FL
HURRICANE IAN, 2022-2023

CONTRACTED ENTITY
Charlotte County

FEMA DECLARATION DR - 4673
Florida Hurricane Ian

CONTRACT VALUE
$79,835,000

PROJECT DATES
09/30/2022 - 04/10/2023

TYPES OF DEBRIS REMOVED
- Vegetative Debris
- C&D Debris
- White Goods
- E-Waste

TDMS LOCATIONS: 3

QUANTITY OF DEBRIS
- 4,672,700 CY
- 13,000 Hazardous Leaning Trees
- 38,000 Hazardous Hanging Limbs
- 1,885 White Goods

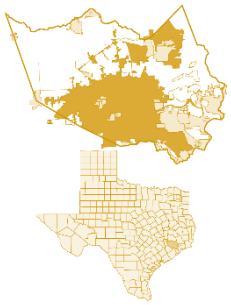
SCOPE OF WORK PERFORMED
- ROW Debris Collection
- TDMS Operations, Management, Reduction
- Hazardous Stump, Limb, and Tree Removal
- Debris Recycling/Disposal
- Ancillary Services
- Waterway/Marine Debris Removal



4,672,700 CY
OF DEBRIS REMOVED



9. Severe Storms/Hurricane Beryl - City of Houston, TX



AshBritt Project Personnel Assigned

Rob Ray, Project Manager
Jamie Robbins, Operations Supervisor
Jason Haynie, Health & Safety Manager
Christina Demidio, Controller, Payables/Receivables

Contact Information

Larius Hassen, Solid Waste Director
Phone: (713) 817-0311
Email: Larius.Hassen@houstontx.gov
Address: 611 Walker, 12th Floor, Houston, TX 77002

Project Information

Dates: 05/24/2024 – 09/29/2024
Details: 2024 Derecho and Hurricane Beryl – 2,385,000 CY
Cost: $26,501,066

Scope of Project: Following a summertime derecho, AshBritt was activated to perform a Right-of-Way and tree removal/trimming mission for Houston that encompassed the collection, reduction, and disposal of vegetative and C&D debris. We utilized 133 hauling units and 45 tree crews at peak operations. While those operations were ongoing, Hurricane Beryl impacted the area and generated additional debris. We expanded the scope of our mission, carefully separating and invoicing work to each specific disaster for federal reimbursement. Following Hurricane Beryl, we increased to 158 hauling crews. Our tree crews removed over 30,000 hangers and 400 leaners across both disasters. AshBritt managed 4 temporary debris staging and reduction locations and hauled debris (including 422,000 CY of mulch for beneficial re-use) to 3 final disposal sites.

- **Challenge:** The Houston metropolitan area is prone to heavy traffic in densely populated areas. As a result, the time required to haul debris 10 miles in one direction was often significantly greater than 10 miles to another location, challenging our goal to provide expeditious service to each neighborhood.
- **Accomplishment:** To ensure we provided adequate and equitable service to all residents, regardless of location, AshBritt accounted for the traffic patterns that would impact our operations. Our methods included detailed traffic analysis, strategic planning, and coordination with appropriate City officials.
- **Key Takeaway:** We understand that a one-size-fits-all approach cannot be utilized in large metropolitan areas. Resource allocation is vital to ensuring timely debris removal across large geographic areas.



Additional Project Completed for Client

2018 – Hurricane Harvey – 23,708 CY

10. Hurricane Beryl - Fort Bend County, TX

AshBritt Project Personnel Assigned

Brian Thomason, Project Manager
Jamie Robbins, Operations Supervisor
Jason Haynie, Health & Safety Manager
Christina Demidio, Controller, Payables/Receivables

Contact Information

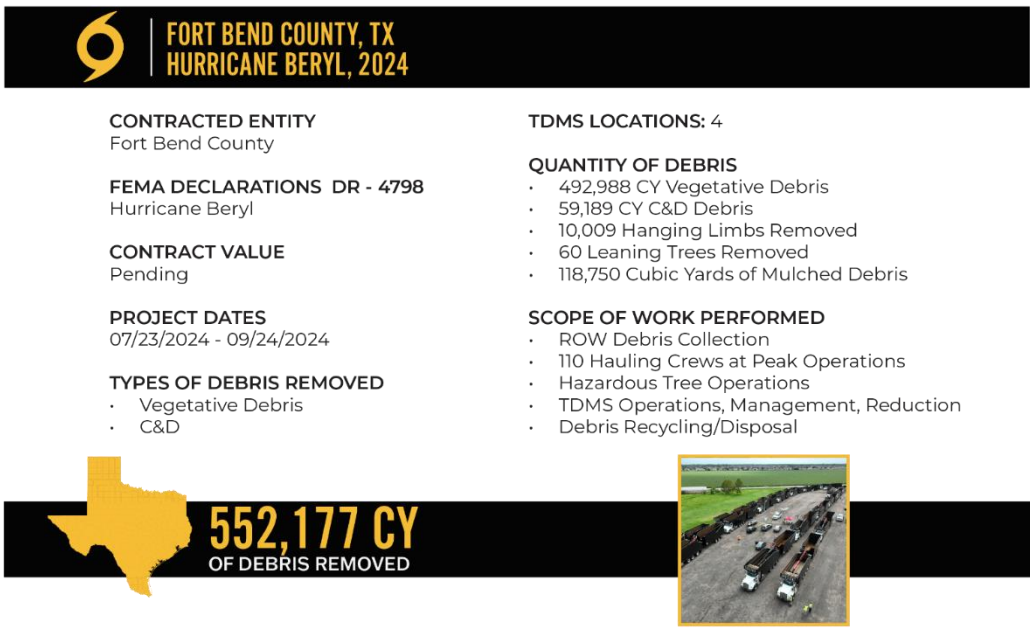


Scott Wieghat, Road and Bridge Commissioner
Phone: 281-238-3607
Email: scott.wieghat@fortbendcountytx.gov
Address : 301 Jackson St. Suite 201 Richmond, TX 77469

Project Information

Dates: 05/24/2024 – 9/24/2024
Details: 2024 Hurricane Beryl – 552,117 CY
Cost: $11,547,531

Scope of Project: Following Hurricane Beryl, AshBritt was activated to perform a Right-of-Way mission for Fort Bend County, TX that encompassed the collection, reduction, and disposal of vegetative and C&D debris. We completed our first pass in 30 days, utilizing 110 hauling units at peak operations. This mission resulted in the removal of over 550,000 CY of debris. We also performed a tree mission that utilized 22 tree/bucket crews at peak operations and resulted in the removal of 10,000 hangers. AshBritt managed 4 DMS locations and hauled debris (including 100,000 CY of mulch) to 3 final disposal sites.



Additional Projects Completed for Client

2018 – Hurricane Harvey – 499,700 CY

Experience Table with Populations exceeding 600,000

AshBritt has completed 123 disaster response projects since 1992 with populations exceeding 600,000.

**** Please see the following pages for AshBritt's Experience Table ****

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
State of Texas	TX	31,029,000	07/25/25	Ongoing	Texas Severe Storms, Straight-line Winds, and Flooding	ROW and waterway debris removal in Kerr County.
Louisville-Jefferson County	KY	640,796	04/03/25	04/26/25	Severe Storms and Flooding	26 Emergency Road Clearance Crews, 3 Sweeper Trucks, 5 Muck Crews, and 3 Grapple Trucks performed emergency debris removal and mud clearing across numerous city streets, roads, and public spaces.Our crews operated 12–15 hours daily, focusing effort on downtown Louisville aimed to restore all areas to their original condition within 10 days. Our swift restoration efforts were crucial to ensure the city was ready to host Kentucky Derby-related activities on schedule. Additionally, to support public health needs after many city restrooms were flooded and rendered inoperable, we supplied: 27 Standard Porta-Johns, 10 ADA-Compliant Porta-Johns, and 11 Handwashing Stations.
State of New Mexico	NM	19,087,000	02/04/25	05/29/25	Severe Storm and Flooding	Provided ROW debris removal (40k CY), waterway debris removal (6 waterway sections - 150k CY), PPDR (3K CY), and the removal of 12,000 trees.
Louisville-Jefferson County	KY	640,796	01/09/25	01/12/25	Winter Storms	Deployed 12 plows and two supervisors to clear snow from roads
Commonwealth of Virginia	VA	8,811,000	01/06/25	01/18/25	Severe Winter Storms	Our comprehensive effort involved the deployment of 30 water tankers, each with an 8,000-gallon capacity, to numerous hospitals and healthcare centers, nursing centers, Veterans Center and key government buildings to ensure uninterrupted water supply during the crisis. Key services included: Emergency Water Supply: Delivered water from temporary fill stations establish for relay operations and pressurized building water systems to maintain operational functionality. Support for Boiler Units: Supplied water to boiler systems, ensuring the continued operation of critical heating systems during extremely frigid temperatures. Emergency Diesel Fuel Services: Delivered diesel fuel to essential sites to support emergency operations also set up stationary fuel station. Public Points of Distribution: Facilitated public access to potable water by supporting Points of Distribution (PODs) across the affected region. Mobilization from NTP to first unit deployed onsite 7.25 hrs
Palm Beach County SWA	FL	1,500,000	11/07/24	12/21/24	Hurricane Helene	Conducted ROW vegetative and C&D debris collection, Debris Management Site management, reduction of debris through grinding and compaction, and haul out and disposal services. Also provided rental containers.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
U.S. Army Corps of Engineers	NC	AshBritt holds the South Atlantic Division Contract covering the states of AL, FL, GA, NC and SC	10/28/24	06/10/25	Hurricane Helene	Collection, hauling, reduction, and disposal of ROW vegetative debris and soil and sediment across 13 Counties jurisdictions, also providing private property debris removal and waterway debris removal
U.S. Army Corps of Engineers	GA	AshBritt holds the South Atlantic Division Contract covering the states of AL, FL, GA, NC and SC	10/28/24	04/07/25	Hurricane Helene	Collection, hauling, reduction, and disposal of ROW vegetative debris across 10 Counties
Brevard County	FL	658,447	10/19/24	12/31/24	Hurricane Milton	ROW debris collection (vegetative and C&D) utilizing 15 subcontractors and 69 unique hauling units.
Orange County	FL	1,534,000	10/16/24	01/10/25	Hurricane Milton	ROW vegetative and C&D debris removal utilizing 81 unique hauling units at peak operations, including the operation of 2 DMS.
Polk County	FL	852,878	10/14/24	03/13/25	Hurricane Milton	ROW and private property debris removal of 19,208 loads of vegetative and C&D debris utilizing 118 unique hauling units. AshBritt operated 9 DMS to support this expansive operation.
State of Florida	FL	23,037,000	10/11/24	01/08/24	Hurricane Milton	4 office trailers with furniture (2 office style and 2 conference style) in Live Oak, FL
Hillsborough County	FL	1,581,000	10/11/24	06/29/25	Hurricane Milton	Collected and managed ROW vegetative and C&D debris, citizen drop off debris, leaners and hangers, and stump removal. AshBritt has removed 16,788 hanging limbs, 36 trees, and 4 stumps and managed 3 DMS.
State of South Carolina	SC	5,479,000	10/10/24	03/10/25	Hurricane Helene	AshBritt mobilized and began operating 25 emergency push crews within 36 hours to provide emergency road clearance services across 4,500 miles of roadway in Anderson, Abbeville, McCormick, and Edgefield Counties. We then provided ROW crews to collect, haul, reduce, and dispose of vegetative debris from state roads within these counties. In addition, we removed 64,000 hanging limbs, 21,000 hazardous trees, and 4,680 stump root balls. Our operations generated 486,029 CY of mulch, half of which was re-purposed.
Palm Beach County	FL	1,500,000	10/09/24	10/17/24	Hurricane Milton	800 KW Generator in Lake Worth, FL
State of Florida	FL	23,037,000	10/07/24	05/12/25	Hurricane Helene	Debris removal from waterways across 15 counties. Debris types included vegetative debris, C&D, mixed debris, white goods, e-waste, and HHW.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
Hillsborough County	FL	1,581,000	10/03/24	10/14/24	Hurricane Helene	ROW collection and disposal of C&D debris.
Greenville County	SC	570,645	10/02/24	04/05/25	Hurricane Helene	AshBritt was onsite in within 48 hours following Hurricane Helene preparing to mobilize a significant right-of-way debris mission. We had 55 haulers operating within the County in just 96 hours and ultimately established 5 DMS throughout the working areas. Due to this strategic resource allocation and consistent coordination with the County, we were able to clear 127 roads of fallen trees within the first few days of operation, reopening traffic and supporting local recovery efforts. At peak operations, we utilized 8 subcontractors and 141 unique hauling units.
State of Florida	FL	23,037,000	09/30/24	10/25/24	Hurricane Helene	Mobilization of a 300-person turnkey base camp in Suwannee County/ Live Oak - It was partly operational by 9/30 and fully operational by 10/01.
State of Florida	FL	23,037,000	09/28/24	12/05/24	Hurricane Milton	Sarasota Volunteer Village base camp.
State of Florida	FL	23,037,000	09/27/24	10/25/24	Hurricane Milton	Tropicana Field - 8 shower units; 5,000 hygenia kits; tractor trailer loads of water/ice/Gatorade
Commonwealth of Virginia	VA	8,811,000	09/27/24	10/30/24	Hurricane Helene	800 kw Generators for City of Galax, VA Wastewater treatment plant; 100 person basecamp in City of Abingdon, VA; 24 hr Fueling Ops in City of Abingdon, VA; 500KW Generator -Food city Warehouse Damascus; 100 Oxygen Bottle mission, in Lebanon, VA; 200kw and (3) 100kw generators with cabeling in Cedar Bluff; 100kw generator in Lebanon, VA; Generator Fueling Mission in multiple counties; Generators – 4-35kw units w/50 ft of cables each to Camp Joy Bluefield; 5 Light towers in Damascus; Push Pack items.
Harris County	TX	5,009,000	07/17/24	10/18/24	Hurricane Beryl	Removal of vegetative and C&D debris from the ROW, management of 6 DMS, removal of leaners, hangers, and stumps. All vegetative debris was reduced and utilized for beneficial reuse.
State of Florida	FL	23,037,000	08/06/24	09/04/24	Hurricane Debby	(5) Basecamps: (1) 200-Person in Ocala; (2) 200-Person in Suwanee County; (1) 100-Person in Taylor County; and (1) 100-Person in Madison County.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
Houston	TX	2,039,000	07/23/24	09/29/24	Hurricane Beryl	Removal of vegetative and C&D debris from the ROW, management of 3 DMS, removal of 16,377 hangers and 200 trees, and reduction and hauling of 294,842 CY of mulch.
Fort Bend County	TX	958,434	07/23/24	09/24/24	Hurricane Beryl	AshBritt was activated to perform a Right-of-Way mission that encompassed the collection, reduction, and disposal of vegetative and C&D debris. We completed our first pass in 30 days, utilizing 110 hauling units at peak operations. We also performed a tree mission that utilized 22 tree/bucket crews at peak operations and resulted in the removal of 10,000 hangers. AshBritt has managed 4 TDSR locations and hauled debris (including 100,000 CY of mulch) to 3 final disposal sites.
Houston	TX	2,039,000	05/24/24	07/22/24	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	Removal of vegetative and C&D debris from the ROW, management of 3 DMS, reduction of vegetative debris, removal of 13,315 hazardous hangers and 787 leaners, haul off of reduced vegetative material to a beneficial reuse facility.
Louisville	KY	640,796	04/15/24	04/24/24	Severe Storms, Straight-line Winds, Tornadoes, Landslides, and Mudslides	ROW collection of vegetative and C&D debris. Debris was direct hauled to final disposal facilities.
Commonwealth of Virginia	VA	8,811,000	03/22/24	03/25/24	Wildfire Logistical Support	AshBritt received a request from VDEM logistics for 2- Emergency Fuel trucks (1-4000 regular 1- 4000 diesel with attendants to dispense in fire and emergency units) in Luray, Va., to support the ongoing wildfires in the area. After providing pricing, an NTP from the State was received at 10:24 pm. Macro Fuel Services provided the fuel and trucks for us in this response. They arrived at the staging site at 0348hrs the following morning, ahead of the anticipated 0700hrs operational timeline approved by the State.
Commonwealth of Virginia	VA	8,811,000	11/10/23	12/15/23	Quaker Run Fire	AshBritt located, purchased, and procured (3) 660-gallon Bambi buckets, (3) long lines, (3) 14,000-gallon pumpkin tanks, and (1) 5,000-gallon pumpkin tank for the Virginia Department of Emergency Management to be used in aerial wildland firefighting operations. The wildfire spanned 3,937 acres in Madison County.
Hillsborough County	FL	1,581,000	09/15/23	09/25/23	Hurricane Idalia	Emergency Push, Hazardous Tree Limbs, ROW, DMS, Haulout

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
State of Florida	FL	23,037,000	9/12/2023	11/06/23	Hurricane Idalia	Hurricane Idalia caused significant damage to Florida's coastal waterways in multiple counties, resulting in thousands of trees and various debris falling into the waterways, creating hazards for boaters. The Florida Department of Environmental Protection (FDEP) assigned AshBritt to address this issue by collecting, reducing, and recycling/disposing of the debris in several affected waterways, including the Suwannee River, Steinhatchee River, and Santa Fe River, among others. AshBritt employed motorized barges with grapple cranes to remove the debris, which was then transferred to temporary offload sites and transported to disposal or recycling facilities. In total, AshBritt removed nearly 100,000 cubic yards of debris from these waterways across seven impacted counties.
State of Florida	FL	23,037,000	08/31/23	09/21/23	Hurricane Idalia	A full-service base camp for the Division in Suwanee County, FL, as part of Hurricane Idalia response efforts. The full turnkey base camp included climate-controlled sheltering trailers; mobile shower trailers; mobile restrooms; a recreational area; all generated power; light towers; office trailers; laundry facilities/service; water treatment services; 24/7 security personnel; a dining hall buildout; a full-service kitchen preparing food onsite daily; and a check-in/check-out area. The camp fed and housed 600 first responders and military personnel who assisted the big bend area of Florida where Hurricane Idalia made landfall. This camp became operational within 36 hours of receiving a NTP and was capable of housing 1,000 people.
State of Texas	TX	31,029,000	06/19/23	06/28/23	Tornadoes	Provided a full-service base camp in Harrison County, TX in response to a Tornado event that caused widespread power outages. These camps housed Texas National Guard and Emergency Responders. We mobilized and had the camp fully operational within 30 hours of the NTP.
State of Florida	FL	23,037,000	02/13/23	Ongoing	Border Support	A full-service temporary support camp for the U.S. Army Airborne Division and the Florida Highway Patrol Department under the direction of FDEM in Monroe County, FL. This full turnkey camp includes climate-controlled sheltering trailers; mobile shower trailers; mobile restrooms; all generated power; light towers; office trailers; laundry service; water treatment services; 24/7 security personnel; a dining hall build-out; a full-service kitchen preparing food onsite daily; a check-in/check-out area; and a workout facility. The base camp is feeding and housing 100 law enforcement and military personnel. To date, ABML has provided over 160,000 meals.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
State of Florida	FL	23,037,000	11/19/22	10/05/23	Hurricane Ian	Hurricane Ian brought challenges with high winds and a storm surge of nearly 12 feet in some areas, causing complicated debris issues in the waterways of Lee, Charlotte, and Collier counties. AshBritt deployed over 75 mechanical barges and additional equipment to collect nearly 1 million cubic yards of diverse debris, including vegetation, construction materials, hazardous waste, and vehicles. This large-scale debris removal mission required precision and expertise. Additionally, due to the presence of vessels in protected mangrove areas along the coast of Southwest Florida, AshBritt utilized aerial vessel and debris removal operations, employing helicopters to lift and transport sections of vessels and debris from these sensitive areas to aggregation sites for dismantling, recycling, and disposal.
State of Florida	FL	23,037,000	11/19/22	10/21/23	Hurricane Ian	PPDR and CPDR for Ft. Myers Beach, and the Islands of Sanibel, Captiva, North Captiva & Useppa. Provided demolition services for 218 properties.
Brevard County	FL	658,447	11/17/22	12/13/22	Hurricane Nicole	ROW debris collection, reduction, and DMS management
State of Florida	FL	23,037,000	11/01/22	01/05/23	Hurricane Ian	Conducted ROW vegetative and C&D debris collection
Hillsborough County	FL	1,581,000	10/06/22	03/02/23	Hurricane Ian	Conducted ROW vegetative and C&D debris collection, Debris Management Site management, reduction of debris through grinding and compaction, and haul out and disposal services.
Orange County	FL	1,534,000	10/05/22	01/10/23	Hurricane Ian	Conducted ROW vegetative and C&D debris collection, Debris Management Site management, reduction of debris through grinding and compaction, and haul out and disposal services.
Polk County	FL	852,878	10/03/22	01/14/23	Hurricane Ian	Conducted Right of Way vegetative and C&D debris collection, Debris Management Site management, reduction of debris through grinding and compaction, hazardous leaning and hanging trees, and haul out and disposal services.
Brevard County	FL	658,447	10/03/22	11/08/22	Hurricane Ian	ROW debris collecition, reduction, and DMS management

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
State of Florida	FL	23,037,000	09/30/22	02/15/23	Hurricane Ian	Provided three full turnkey base camps housing 2,250 individuals in Port Charlotte, Fort Myers, and Fort Myers Beach. Base camps included shelters, food, showers, restrooms, laundry facilities, dining halls and a myriad of other amenities.
Commonwealth of Kentucky	KY	4,588,000	08/05/22	08/01/23	July 2022 Flooding	Within the first 5 days of operations, 30 ROW debris collection crews were servicing the impacted area and 8 DMS were opened After 13 operational days, approximately 50 crews consisting of large and small excavators, logging equipment; such as cutters, feller bunchers forwarders, tracked haul units, and debris hauling units were operational and were removing vegetative, C&D, and large waste products from right of ways and 640 miles of waterways. Approximately 60% of the workforce consisted of local hires and local/minority subcontractors. After the ROW and waterway debris removal was completed, AshBritt was then given 273 notices to proceed with private property debris removal, of which 138 were demolition properties.
Houston	TX	2,039,000	05/31/22	09/29/22	Bulk Waste Augmentation	The City of Houston had fallen behind on their bulk collection schedule due to staffing issues following COVID. The city was also being plagued with additional amounts of debris due to illegal dumping because bulk trash was not being timely collected. AshBritt provided 6 double grapple trucks to service the NE Service Center Collection route. Our trucks were dispatched to routes ahead of normal city collection to remove the majority of the debris so the city trucks would handle what was normally at the curbside during normal collection. The debris was direct hauled to a city landfill.
State of Nevada	NV	3,267,000	02/07/22	04/09/22	COVID-19	AshBritt worked for the state of Nevada to setup and utilize the existing structure to use as a monoclonal antibody infusion center that provided invaluable treatment to keep COVID-positive individuals out of the hospital. AshBritt provided materials to setup and use the structure. The infusion center was in a controlled setting to provide this treatment while reducing the strain on hospital resources.
Commonwealth of Virginia	VA	8,811,000	01/13/22	01/24/22	Winter Storms	Performed snow removal and road clearance with 50 pieces of equipment in response to winter storms affecting Williamsburg, Chesapeake, Virigina Beach/Norfolk, and Accomack/Eastern Shore.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
Harris County	TX	5,009,000	10/18/21	01/16/22	COVID-19	ABML operated 10 turnkey Vaccination Dispensing Units (VDU) sites and two Mass Vaccination Sites throughout Harris County, TX. The VDU pop-up sites transitioned daily to service areas of greater need to achieve equitable distribution of the vaccine. Our services included daily site layout and design; management of medical and non-medical staff; site operations; recordkeeping; waste management; inventory management and logistics; and daily transportation of operational supplies to the site. The sites served the community seven days a week with fluctuating operational hours accommodating to the workforce.
Commonwealth of Virginia	VA	8,811,000	10/10/21	03/21/22	COVID-19	AshBritt was chosen as the sole statewide provider of a full turnkey vaccination program and testing services for the entire state of Virginia in 2021. Mobilization began less than 12 hours after the NTP. We were obligated to be fully mobilized and at full operational capacity (FOC) at each site within seven days of receiving notice. Every site was fully operational in less than five days. We provided 800 square-foot climate-controlled tent structures with subflooring, generated power, HVAC, chairs, tables, LED lighting, trash receptacles, and door systems. AshBritt administered COVID-19 tests at various locations, including school districts. We established nine vaccination sites and five mobile vans that served as testing sites. We had fixed testing sites in 10 locations.
State of New Jersey	NJ	9,501,000	09/08/21	10/05/21	Hurricane Ida	Conducted Right of Way C&D debris collection, Debris Management Site management, reduction of debris through compaction, and haul out and disposal services.
State of Louisiana	LA	4,598,000	09/02/21	03/19/22	Hurricane Ida	AshBritt partnered with Cycle Construction for colleciton, removal, and processing of 2,041,602 cubic yards of ROW vegetative, C&D, white goods, and marsh grass debris. This mission was conducted inTerrebonne, LaFourche, Saint Charles, Plaquemines, and St. Bernard Parishes.
State of Louisiana	LA	4,598,000	09/02/21	02/25/22	COVID-19	AshBritt supported a state and local partnership in Louisiana to erect several monoclonal antibody infusion centers which provided invaluable treatment that kept COVID-positive individuals out of the hospital. The infusion centers provided this treatment in a controlled environment, reducing the strain on hospital resources. 96 hours after Hurricane Ida hit the state, AshBritt deployed eight 5,000 square feet turnkey tent sites and two fixed structure sites. These sites were established in hospital parking lots and other key areas identified by the Louisiana Department of Health as "COVID hot spots" in the following cities: Clinton, Baton Rouge, Monroe, Leesville, Lafayette, Bastrop, Alexandria, Dequincy, Lake Charles, and Rayne.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
State of Connecticut	CT	3,675,000	08/24/21	09/28/21	Tropical Storm Isaias	Hazardous tree, limb and stump removal, ROW Debris collection, debris site management and reduction, removal and disposal
Commonwealth of Virginia	VA	8,811,000	03/15/21	06/26/21	COVID-19	Established and operated 9 community vaccination clinics and 3 mobile vaccination units.
State of Florida	FL	23,037,000	02/25/21	06/19/21	COVID-19	Established and operated 5 health equity walk-up vaccination sites, 2 turnkey point of distribution vaccine sites - one of which also included COVID-19 testing, and 1 Port point of distribution vaccine site in Florida as part of a joint venture.
State of Oregon	OR	4,272,000	01/06/21	12/16/21	Wild Fires	Remediated over 2,500 parcels of all wildfire-generated debris and contaminants, and we also removed more than 5,700 hazardous trees. All parcels had erosion control BMPs applied after soil testing had been completed.
State of Texas	TX	31,029,000	01/03/21	05/21/22	COVID-19	Established and operated monoclonal antibody infusion services at 3 locations and alter care site services at 2 locations in Texas as part of a joint venture.
Nassau County	NY	1,392,000	08/31/20	09/30/20	Tropical Storm Isaias	Hazardous Tree and Limb removal, ROW Debris collection, debris site management and reduction, removal and disposal
Fairfax County	VA	1,161,000	06/30/20	07/15/20	Straight-Line Windstorm	Deployed equipment and manpower to Virginia following severe rainstorms that produced high winds and knocked over trees. Through activation of our county contract, we were specifically tasked to assist with debris clearing, and removal from the public ROW.
Commonwealth of Massachusetts	MA	7,136,000	03/29/20	06/08/20	COVID-19	Tasked with providing 5 Medical Shelters, totaling 1,911 Beds. Each Shelter included Mobile Showers, Mobile Bathroom Trailers, ADA Compliant Shower and Bathroom Trailers, Potable Water, Heavy Duty Cots, Linen Service, Laundry Service, Power Generation, Sleep Kits, GFI Stringers, 10x10 ft. Partitions.
State of Florida	FL	23,037,000	03/22/20	04/12/20	COVID-19	AshBritt provided meal service to state workers at two COVID-19 testing sites (Hard Rock Stadium and C.B. Smith Park) in a pre-packaged individual grab and go meals using food-safe containers. (Subcontractor)
Palm Beach County	FL	1,582,000	09/22/19	09/24/19	Bulk Waste Augmentation	Augmented the County's regular bulk waste collection service.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
Fairfax County	VA	1,161,000	07/25/19	08/03/19	Strong Storms	Deployed equipment and manpower to Virginia following severe rainstorms that produced high winds and knocked over trees. Through activation of our county contract, we were specifically tasked to assist with debris clearing, and removal from the public ROW.
Commonwealth of Massachusetts	MA	7,136,000	07/23/19	07/25/19	EF1-Tornadoes	Emergency roadway clearance of storm generated debris.
Fairfax County	VA	1,161,000	06/02/19	06/26/19	Straight-Line Windstorm	Deployed equipment and manpower to Virginia following severe rainstorms that produced high winds and knocked over trees. Through activation of our county contract, we were specifically tasked to assist with debris clearing, and removal from the public ROW.
State of Florida	FL	23,037,000	02/05/19	03/29/19	Hurricane Michael	Conducted waterway debris removal in Econfina Creek in Bay and Jackson County, FL. AshBritt had to operate in compliance with FDEP, U.S. Fish and Wildlife, and the North Florida Water Management District regulations. Operations included; waterway debris collection, transport to land offload site, and haul to a final disposal site.
State of Georgia	GA	11,018,000	11/08/18	12/18/18	Hurricane Michael	Conducted Right of Way vegetative debris collection, Debris Management Site management, reduction of debris through grinding and compaction, haul out and disposal services, and hazardous tree and limb removal.
US Army Corps of Engineers	FL	AshBritt holds the South Atlantic Division Contract covering the states of AL, FL, GA, NC and SC	10/13/18	01/01/19	Hurricane Michael	Emergency Road Clearance throughout the Panhandle of Florida
Hidalgo County	TX	914,820	07/03/18	08/18/18	Torrential Rains	AshBritt conducted disaster debris removal services for Hidalgo County in response to torrential rains. AshBritt collected mixed debris and direct hauled to the landfill.
Hidalgo County	TX	914,820	06/23/18	08/11/18	Torrential Rains	AshBritt conducted Flood Water relocation for the purposes of flood mitigation from residential areas to storm drainage canals by means of Super Vac Trucks.
Houston	TX	2,039,000	05/29/18	10/26/18	Hurricane Harvey	AshBritt conducted disaster debris removal services for the City of Houston in response to Hurricane Harvey. AshBritt collected C&D debris and direct hauled to the landfill.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
US Army Corps of Engineers	CA	AshBritt held the South Pacific regional contract covering multiple states including California	11/13/17	06/28/18	Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur fire	AshBritt Inc. responded to the Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur fire for the USACE (2017). AshBritt was tasked by the USACE to conduct a Private Property Debris Removal (PPDR) operation for fire damaged homes and structures in Sonoma, Napa, Mendocino, and Lake County, CA. This work included removing contaminated soil, ash, metal, concrete, and other related debris streams on 1,900 properties. AshBritt removed 770,000 tons of fire debris within the four counties. We also performed air monitoring and implemented erosion control methods throughout the entire project. For this operation, we certified over 1,700 hauling units and utilized over 200 pieces of loading equipment. At our peak, AshBritt had 115 debris removal crews working and moved 25,000 tons of fire debris in one day.
Broward County	FL	2,037,000	11/11/17	02/08/18	Hurricane Irma	Provided Debris Management Site management and haul out services.
Brevard County	FL	658,447	09/17/17	01/12/18	Hurricane Irma	Right of Way vegetative debris and C&D collection and haul out services.
Orange County	FL	1,534,000	09/15/17	01/23/18	Hurricane Irma	Conducted Right of Way vegetative debris and C&D collection, Debris Management Site management, reduction of vegetative debris through grinding, reduction of C&D through compaction, haul out services, and hazardous tree and limb removal.
Palm Beach County	FL	1,582,000	09/14/17	11/28/17	Hurricane Irma	Conducted Right of Way vegetative debris and C&D collection, Debris Management Site management, reduction of debris through grinding and compaction, and haul out services.
Pinellas County	FL	965,870	09/12/17	01/16/18	Hurricane Irma	Conducted emergency road clearance, Right of Way vegetative debris and C&D collection, Debris Management Site management, reduction of debris through grinding and compaction, and haul out services. AshBritt also conducted a leaner/hanger mission and removed over 10,000 hangers and 60 leaners.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
US Army Corps of Engineers	FL	AshBritt holds the South Atlantic Division Contract covering the states of AL, FL, GA, NC and SC	09/12/17	09/16/17	Hurricane Irma	AshBritt conducted emergency road clearance operations for the USACE following Hurricane Irma's landfall in Florida. AshBritt received 3 task orders for this operation. One task order was for activation of the Pre-Execution planning team and the other two were for emergency road clearance operations. AshBritt mobilized crews both locally from within the State of Florida as well as crews from as far away as Jackson, Mississippi to ensure full resources were provided to meet mission requirements. Emergency road clearance crews were mobilized to Lee County, Sarasota County, and Collier County. These roads were cleared of debris upon arrival and this mission was complete . An additional task order for emergency road clearance operations was received for work in Miami-Dade County, Florida City. Crews were mobilized and road clearance operations were conducted for 3 days. AshBritt cleared 246.5 lane miles for the Miami-Dade County Department of Transportation in a safe and efficient manner.
Hillsborough County	FL	1,581,000	09/08/17	12/19/17	Hurricane Irma	Emergency push operations, ROW vegetative debris and C&D collection, Debris Management Site management, reduction of debris via grinding and compaction, and haul out services.
Fort Bend County	TX	958,434	08/28/17	11/09/17	Hurricane Harvey	Conducted Right of Way vegetative debris and C&D collection, Debris Management Site management, reduction of debris through grinding and compaction, and haul out services. AshBritt also provided ancillary services including MRE's and shower and restroom trailers.
State of South Carolina	SC	5,49,000	10/25/16	02/09/17	Hurricane Matthew	Conducted Right of Way vegetative debris collection, Debris Management Site management, reduction of vegetative debris through grinding, and haul out services.
Volusia County	FL	602,772	10/14/16	01/19/17	Hurricane Matthew	Conducted Right of Way vegetative debris collection, 5 Debris Management Site management, reduction of vegetative debris through grinding and incineration, and haul out services.
Palm Beach County	FL	1,582,000	10/13/16	11/02/16	Hurricane Matthew	Conducted Right of Way vegetative debris collection, Debris Management Site management, reduction of vegetative debris through grinding, and haul out services.
Brevard County	FL	658,447	10/11/16	01/19/17	Hurricane Matthew	Conducted Right of Way vegetative debris collection, Debris Management Site management, reduction of vegetative debris through grinding, and haul out services.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
San Bernardino County	CA	2,214,000	08/18/16	09/02/16	Blue Cut Fire	Due to the mass evacuations for the Blue Cut Fire, AshBritt provided 40 Port-o-potties which included 15 ADA compliant units for the residents of the County. AshBritt also delivered 40 portable showers which included 4 ADA compliant units. AshBritt had units on site within 14 hours of request.
State of Maryland	MD	6,263,000	02/09/16	02/09/16	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.
Baltimore County	MD	852,425	01/24/16	01/30/16	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.
Fairfax County	VA	1,161,000	01/22/16	01/27/16	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.
Hidalgo County	TX	914,820	06/25/15	07/02/15	Flooding Event	Conducted Flood Water relocation for the purposes of flood mitigation from residential areas to storm drainage canals by means of Super Vac Trucks.
Hidalgo County	TX	914,820	06/01/15	06/04/15	Flooding Event	Conducted Flood Water relocation from residential areas to storm drainage canals by means of Super Vac Trucks.
Fairfax County	VA	1,161,000	06/23/14	06/26/14	Severe Rainstorms	Deployed equipment and manpower to Virginia following severe rainstorms that produced high winds and knocked over trees. Through activation of our county contract, we were specifically tasked to assist with debris clearing, and removal from the public ROW.
State of New Jersey	NJ	9,501,000	03/04/13	12/31/13	Hurricane Sandy	Wet debris mission in southern New Jersey. Survey (side scan sonar and bathymetric), debris removal and disposal, dredging, sunken vehicle and vessel removal, vehicle and vessel aggregation area operation.
State of Connecticut	CT	3,675,000	02/11/13	02/18/13	Winter Storm Nemo	Emergency roadway clearance of snow.
Commonwealth of Massachusetts	MA	7,136,000	02/11/13	02/18/13	Winter Storm Nemo	Emergency roadway clearance of snow.
State of New Jersey	NJ	9,501,000	01/12/13	03/12/13	Hurricane Sandy	Sunken and submerged vessel recovery/removal, vessel aggregation site operations, Hazardous tree removal, debris reduction, haul out and disposal.
State of Connecticut	CT	3,675,000	12/18/12	02/28/13	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul off and disposal.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
Commonwealth of Massachusetts	MA	7,136,000	12/05/11	12/26/11	MA Severe Storm & Snowstorm	ROW debris removal, management, disposal, hazardous tree removal, and DMS operations.
State of Connecticut	CT	3,675,000	11/28/11	03/13/12	CT Severe Storm	Vegetative debris collection, DMS management, haul out and disposal.
State of Connecticut	CT	3,675,000	08/28/11	09/22/11	Hurricane Irene	Roadway clearance, hazardous tree removal, debris collection and disposal.
State of Massachusetts	MA	7,136,000	08/28/11	09/05/11	Hurricane Irene	Emergency Road Repairs and Debris Clearance from roadways throughout State.
Commmonwealth of Virginia	VA	8,811,000	05/09/11	06/22/11	Tornado	Collected and disposed of debris from a tornado outbreak in Washington County.
Commmonwealth of Virginia	VA	8,811,000	02/14/11	04/28/11	Ice Storm	Collected and disposed of debris from ice storm in Dickinson County
Hidalgo County	TX	914,820	07/01/10	07/09/10	Flooding of the Rio Grande River	Relocation of flood waters from multiple low-lying communities throughout the County utilizing Super Vac Trucks and Pumps.
State of Florida	FL	23,037,000	06/10/10	07/24/10	BP Oil Spill	Staging, deployment, maintenance, repair and removal of approximately 95,000 linear feet of oil deflection boom.
Baltimore County	MD	852,425	02/11/10	02/15/10	Snow and Ice Storm	Provided snow clearing and removal using loaders and dump trucks. Used a total of 10 pieces of equipment and worked about 40 man-hours for a total of approximately 1890 equipment /truck hours. We were able to respond with two management personnel within one day, having all equipment onsite within two days.
Montgomery County	MD	1,082,000	02/11/10	02/19/10	Snow and Ice Storm	Provided snow clearing and removal using loaders and dump trucks. We used a total of 252 pieces of equipment and worked about 1,777 man-hours for a total of approximately 11,579 equipment/truck hours. Able to respond with 13 Mgmt. personnel over the course of 8 days, with all equipment onsite within 3 days.
Brevard County	FL	658,447	10/01/08	10/14/08	Tropical Storm Fay	Pickup of Disaster Debris from Public Property/ROW and Hauling and Disposal to approved Final Destination Site

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
Hidalgo County	TX	914,820	07/25/08	11/24/08	Hurricane Dolly	AshBritt collected, processed and disposed of approximately 650,000 cy of disaster debris, utilizing multiple local subcontractors for Hidalgo County, TX due to Hurricane Dolly. Debris collected within the county was temporarily stored and processed at multiple AshBritt established local DMS sites, which also processed debris brought in by outside contractors. Relocated approximately 350 million gallons of flood water utilizing vac trucks and hydraulic pumps.
Broward County	FL	2,037,000	11/01/05	02/01/06	Hurricane Wilma	Removed vegetative debris from Broward County facilities and transported to Broward County based DMS.
Broward County	FL	2,037,000	10/28/05	02/25/06	Hurricane Wilma	AshBritt collected/hauled a combined 228,000 cy of debris for Broward County, Broward Facilities, and Broward Highways and Bridges, using 187 trucks. We also managed 2 County TDSR sites, each of which accepted debris from municipalities within the County, including debris collected from other contractors. AshBritt was responsible for processing, reducing and disposing a total of 2,393,299 cy of debris, utilizing over 450 trucks.
US Army Corps of Engineers	Multi	AshBritt holds the Mississippi Regional Contract covering the states of IA, IL, LA, MS, MN, WI	09/01/05	08/28/06	Hurricane Katrina	AshBritt was the Initial Response contractor for both Louisiana (LA) and Mississippi (MS). Within the first 30 days following contract activation, AshBritt initiated debris removal operations in 14 LA jurisdictions assigned by task order from the USACE and was tasked to service 16 separate jurisdictions in MS, covering over 8,400 square miles and over 175 miles inland. AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained and assigned subcontractors for all collection zones. Of vital importance to the mission, AshBritt provided emergency quarters and hygiene facilities for more than 300 government personnel, as well as established a commissary that served more than 10,000 meals. In LA, we provided over 50,000 gallons of emergency diesel fuel for initial operations, avoiding any equipment downtime. We also developed and staffed 26 TDSR sites throughout the affected areas and had collected and hauled over 1,000,000 cy of debris in less than 5 weeks. Additionally, we removed 19 tons of putrefied food from commercial cold storage facilities in Orleans Parish. In MS, we collected, hauled and processed approximately 21 million cubic yards of vegetative debris and wreckage, staffing, managing and operating 52 temporary debris processing sites. Specifically, we hauled over 700,000 loads of debris, using approximately 12,400 certified vehicles.
Broward County	FL	2,037,000	08/30/05	09/21/05	Hurricane Katrina	Collected debris from the right of way in unincorporated Broward County, and operated a central DMS for Broward County.

AshBritt Experience Table demonstrating of 10 or more years' experience in similar sized communities (600k or larger) - Sorted by most recent Projects						
Client	**ST.**	**Population**	**Start**	**End**	**Event**	**Description of Services Provided**
San Diego County	CA	3,299,000	06/01/05	07/30/05	Fire Safety and Fuels Reduction/Hazard Mitigation	Removal, processing and lawful disposal of approximately 110,000 dead, dying and/or infested trees (Bark Beetle) over a 1,500 acre area. Work conducted using experienced manpower and heavy equipment and cranes via felling, climbing, chipping, and hauling to an approved final disposal sites.
Brevard County	FL	658,447	09/22/04	11/30/04	Hurricane Frances	AshBritt collected 377,560 cy of disaster debris, utilizing 215 trucks. Overall, 12,687 loads were collected and hauled to 6 final destination sites.
Orange County	FL	1,534,000	08/16/04	03/31/05	Hurricane Charley	AshBritt collected and processed 1,004,512 cy of disaster debris, while disposing of approximately 135,400 cy of reduced vegetative waste and C&D. AshBritt managed 7 TDSR sites. Debris was reduced by grinding and compaction. Overall, 41,683 loads were managed for both debris collection and disposal, utilizing over 500 collection trucks and 200 disposal trucks. Debris was disposed of at 5 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. In addition, AshBritt conducted emergency pumping operations and Vac truck catch basin and sewer clearing.
Miami-Dade County	FL	2,838,000	01/15/03	03/29/03	Severe Storm	Canal and waterway clearing mission.
Brevard County	FL	658,447	11/01/99	12/16/99	Hurricane Irene	ROW Debris Collection/Disposal
Palm Beach County	FL	1,582,000	11/01/99	12/16/99	Hurricane Irene	ROW Debris Collection/Disposal
Brevard County	FL	658,447	09/01/99	10/16/99	Hurricane Floyd	ROW Debris Collection/Disposal
DeKalb and Gwinnett Counties	GA	1,004,000	04/01/98	09/01/98	EF3 Tornado	ROW Debris Collection/Disposal
Memphis	TN	610,919	10/01/93	03/01/94	Ice Storm	ROW Debris Collection/Disposal
US Army Corps of Engineers	FL	AshBritt holds the South Atlantic Division Contract covering the states of AL, FL, GA, NC and SC	08/01/92	07/30/93	Hurricane Andrew	ROW Debris Collection/Disposal

TAB
4

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE



AshBritt

PROJECT APPROACH AND UNDERSTANDING

Tab 4. PROJECT APPROACH AND UNDERSTANDING

AshBritt's Technical Capabilities

AshBritt: Johnson County's Turnkey Solution for Disaster Recovery with Unparalleled Technical Expertise

In the face of disaster, AshBritt stands ready with a comprehensive and technically advanced approach to recovery. For over three decades, we have honed our expertise, not just in debris management, but in the full spectrum of disaster response. Here's what sets us apart:

- **Advanced Debris Management:** We utilize sophisticated fleets of specialized equipment, including grapple trucks, skid steers, excavators, and grinders, to efficiently remove and manage debris of all types. Our expertise extends to sorting, processing, and recycling debris whenever possible, minimizing environmental impact.
- **Data-Driven Decision Making:** We leverage real-time data and aerial imagery to assess damage and optimize debris removal routes. This ensures efficient resource allocation and faster recovery times.
- **Advanced Logistics and Communication:** Our robust logistics network and secure communication systems enable rapid deployment of personnel and equipment, even in remote locations. Real-time communication with clients ensures clear coordination and informed decision-making throughout the recovery process.
- **Partnering for Innovation:** Through established partnerships with national teams, we gain access to cutting-edge technology and specialized expertise. This collaborative approach allows us to develop innovative solutions specifically tailored to your unique situation. Whether that entails deploying advanced sorting technologies to expedite debris processing or utilizing innovative decontamination techniques for hazardous materials, AshBritt is constantly seeking new ways to improve the disaster recovery experience.

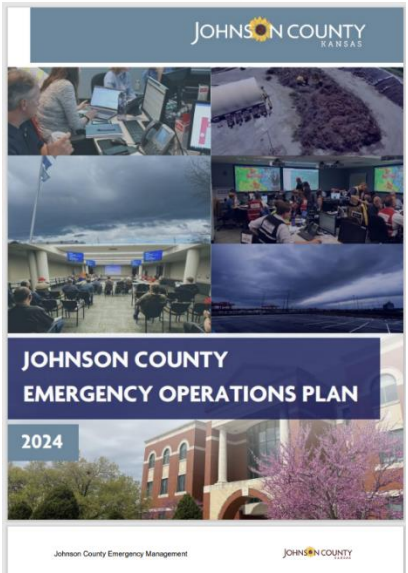
AshBritt's Disaster Response Cycle

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



Planning and Preparation

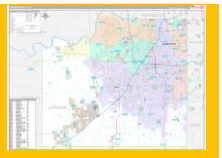
Over the past 32 years, AshBritt has been able to swiftly help communities recover from disasters and successfully meet our contractual obligations because we understand that **our mission starts before a disaster strikes**. Response and recovery efforts are most successful when built upon pre-developed strategies and existing partnerships; thus, we will engage with the County and other available stakeholders before a disaster occurs to finetune our plans and ensure that we are all prepared for future events.



CLIENT RESEARCH:

We have reviewed Johnson County's **Emergency Operations Plan** to better understand how we might contribute to accomplishing the County's goal of planning and preparing practical and coordinated response programs for the protection of life and property in the event of disaster. Notably, we have designed our project management structure to mirror the National Incident Command System and Incident Command System so that we can seamlessly integrate into County response and recovery missions following disasters.

AshBritt Solutions for Disaster Response Challenges Facing Johnson County

	Dams and Flooding: The County's jurisdictional area includes or borders multiple "high hazard" dams such as Heritage Park Dam A and Dam No 1. Dams or levee failures with strong rain events can present hazardous flood scenarios for the County and its municipalities.
1	**AshBritt Solution:** At the County's request, AshBritt can pre-stage Vac Trucks and pumping equipment near flood hazard areas for immediate deployment following an imminent disaster. In addition to diverting floodwaters via pumps, we can help water levels recede by providing stormwater system debris removal and de-mucking services. AshBritt has performed such services for many past clients with similar challenges, such as Fort Lauderdale, FL, and Hidalgo County, TX.
	Protecting Historic Buildings: Johnson County is home to some historic properties. Debris removal near these sites needs to be thoughtfully conducted to avoid damaging these structures or their architectural elements.
2	**AshBritt Solution:** Develop a Historic Preservation Plan that identifies key areas of concern and procedures for working within and around historic districts and structures. Ensure that sector managers are fully informed of historic sites and appropriate procedures for conducting all types of work in nearby locales. Our crews will be trained on proper techniques for handling debris near or around historic buildings.
	Economic Interruption: Johnson County is a thriving industrial and commercial business hub. Disasters can cause significant business disruptions, such as fallen trees blocking business entries or routes, damaged private facilities, and the generation of hazardous waste. 
3	**AshBritt Solution:** We will closely coordinate with applicable Johnson County agencies to understand County priorities or requirements that will impact our sector management and the reopening of any industrial or commercial districts. To address hazardous materials that may require disposal in industrial zones, we will consult with the Kansas Department of Health and Environment to ensure we provide both expeditious and compliant service.

4

Ecologically Sensitive Areas: The County hosts several ecologically sensitive areas, including wetlands, prairies, forests, and stream corridors. Some commercial and residential areas bordering locations such as Ernie Miller Park & Nature Center may require special care to not disturb local wildlife.



AshBritt Solution: Minimize disruption to protected habitats and species by using specialized equipment to remove debris. Following Hurricane Ian, we used helicopters to remove derelict vessels that washed into mangrove systems in Florida. This allowed us to perform the work without damaging the local wildlife via the use of heavy machinery.

PLANNING, TRAINING, AND COORDINATION STRATEGIES

Annual Strategy and Training Meetings

At no additional cost, AshBritt will coordinate annually with Johnson County to review and revise the logistical, operational, and administrative elements of potential response and recovery plans. Similar coordination will also take place upon potential activation. During these training and coordination meetings, we will achieve the following:

- Verification of key team member contact information.
- Understanding of the County's expectations, including safety and environmental concerns.
- Complete review of Johnson County's emergency response plans, providing feedback as requested.
- Identification of nearby debris management sites, recycling facilities, and their classifications, final disposal sites, and potential base camps for personnel.
- Identification of critical facilities.
- Development of route clearance, geographic sectoring, and infrastructure maps (i.e., GIS review).
- Confirmation of Logistical Staging Areas and Points of Distribution.
- Understanding of the community and the public warning systems.



AshBritt provides Debris Refresher Training

Our sessions provide a valuable platform for addressing and verifying the following:



- Specific operational needs and resource requirements.
- AshBritt's services and capabilities.
- FEMA guidelines and eligibility requirements.
- Activation requirements.
- Pre-approved DMS locations.
- Lessons learned from previous response and recovery missions.
- Storm preparedness outreach and training resources are available through online training, sample PSAs, media campaigns, residential guides, and other educational material.

Our training sessions are current and topical, and carefully address the current state of FEMA guidance

and policy concerning the Public Assistance Program. It also addresses the requirements of other emergency relief programs, such as the FHWA Emergency Relief and NRCS Grant Programs. We largely customize the training to meet the needs of our clients, and it is thorough, informative, and entertaining. A general survey of disaster response clients will show that AshBritt has the best reputation in the industry for delivering this vital preparation and pre-planning.

Client Training Catalog

The following page lists some of the training we have provided directly to clients and via emergency management conferences in recent years. We can provide any of these courses to Johnson County emergency responders and disaster recovery stakeholders supplementary to our annual training/refresher course.

Client Training Courses	Conference Training
• Disaster Debris Management 101 • Debris Management for Emergency Managers • Disaster Debris Management (Catered to the City/County presenting to) • Unchartered Waters – The Complex Nature of Waterway Debris Removal • Wildfire Debris – Navigating the Aftermath: Best Practices for Wildfire Debris Cleanup and Recovery • Build a Better Recovery • Hurricane Preparedness Workshop • Local Government Officials Debris Management Training • Emergency Responders – Debris Management Services • An Update to FEMA Guidance – What's Changed Since Your Last Declared Disaster Event? • Concept of Operations – How We Do What We Do? • Debris Management Tabletop Exercises – Scenario Driven	• Highlighting the Role of Women in Emergency Management • Supporting Children in the Aftermath of Disasters • Women in Disaster Response & Recovery • Disaster Debris Management 101 • Debris Management for Emergency Managers • Unchartered Waters – The Complex Nature of Waterway Debris Removal • Disaster-Generated Waterway Debris - Impacts on the Environment • Wildfire Debris – Navigating the Aftermath: Best Practices for Wildfire Debris Cleanup and Recovery



AshBritt Sr. VP leads "Wildfire Debris – Navigating the Aftermath: Best Practices for Wildfire

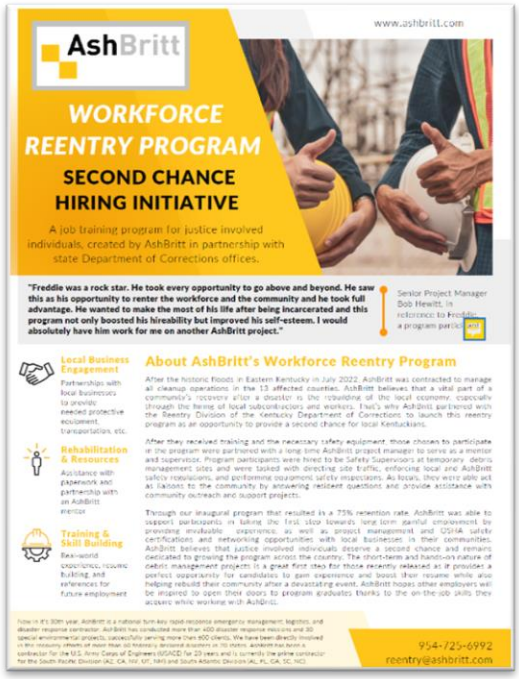
Subcontractor Outreach

During our annual training/coordination meetings with the County, AshBritt will identify, screen, and engage local subcontractors for future work. Contractors recommended by the County will be given first consideration; however, we will also pre-emptively reach out to potential subcontractors via workshops and other initiatives to supplement our standby workforce.



Workshops – AshBritt often utilizes workshops to reach out to potential subcontractors. To the left is news coverage of one of the workshops we held in Walton County, FL, to recruit local personnel and subcontractors before hurricane season.

Other Initiatives – AshBritt will utilize innovative means to ensure that we maintain ample local resources for potential activation. As an example of this, we created a workforce re-entry program in partnership with the Kentucky State Department of Corrections offices for justice-involved individuals and hired them to assist with debris removal projects (see right).



Community Outreach



The best way to serve a community during activation is to be fully immersed in their culture and aware of their needs before disaster strikes. At AshBritt, we guarantee that our team members will gain an in-depth understanding of Johnson County's unique history and requirements. We will achieve this not only through thorough research of County infrastructure and emergency operations plans but also through active participation in community meetings and dedicated contribution to local organizations. By prioritizing this immersion, we can guarantee the most effective response when disaster strikes.

Left: AshBritt attended and sponsored the "Light Up Sistrunk" event in the historic Sistrunk neighborhood of Fort Lauderdale.

Family Preparedness Campaign

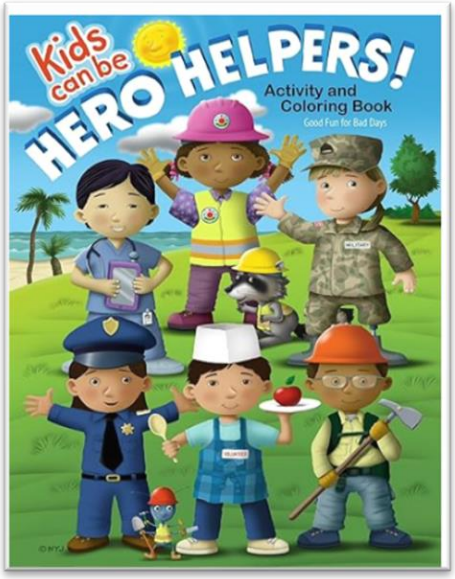
The latest enhancement to our educational outreach efforts is the Family Preparedness Campaign. Designed to engage both young and older audiences, this campaign features animated characters who deliver concise messages to help families prepare for storm events. It is versatile for use across multiple platforms, including print, social media, and government websites, and can be personalized with logo insertion.







Stronger Than the Storm is a child-centric resource dedicated to addressing mental health and the effects of storm events on young minds. It is designed to assist children in recovering, reconnecting, and developing resilience during tough times. After many years of experience living and working in communities after crisis events, one commonality has emerged—regardless of the disaster type—is the importance of determining the right time and approach to discussing these traumatic events with children. The **Kids Can Be Hero Helpers** activity book serves as a supportive tool for initiating these vital conversations within families, schools, or communities.



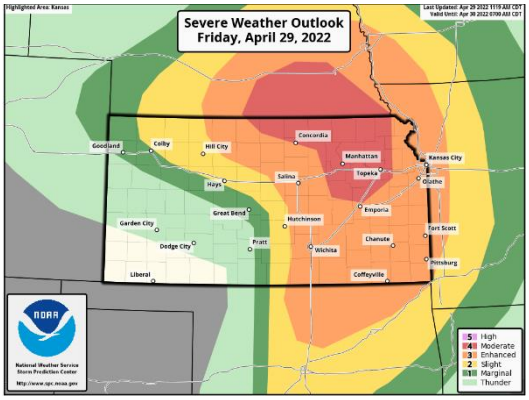
- Serve as a communication and learning tool for kids and caregivers in planning for or responding to disasters.
- Provide something for children to do post-disaster when they need safe, kid-friendly, low-tech activities and when parents need to do the “adult things” in response and recovery.





Ready-and-Watch Phase

As Tornado season approaches, AshBritt enters a ready-and-watch stage. During this time, our management team will complete the following:



- Use official weather tracking data, such as that provided by the National Oceanic and Atmospheric Administration (NOAA), to stay up to date on any weather systems that may threaten Johnson County.
- Audit systems and procedures.
- Perform maintenance on equipment and other assets.
- Replenish supplies and consumables.
- Poll teaming partners, subcontractors, suppliers, and reserve personnel.
- Increase the frequency of planning and operations meetings for optimal synchronization.
- Meet with first responder subcontractors to debrief them on any relevant modifications to our response plans for the upcoming season.

• Mobilization

Our 32 years of acclaimed experience assisting jurisdictions across the nation respond to various disaster events is a true testament to the efficiency of our response and mobilization efforts. We are modeled as a mobile workforce with the ability to:



- Respond to any disaster, anywhere.
- Expedite all response actions to minimize further risk and prevent recovery delays.
- Mobilize to the affected area as rapidly as the prevailing conditions allow.

We follow established base guidelines to ensure that our response, mobilization, and approach to all disasters (pre- and post-event) are uniform and consistent. AshBritt's critical personnel, pre-identified first-responder subcontractors, essential supplies, and materials are always ready to deploy. Operational prepositioning allows us to mobilize immediately upon the issuance of a work order or Notice-to-Proceed (NTP). Our tiered approach, outlined below, ensures that our resource deployment is commensurate with anticipated damage and debris quantities.

AshBritt's designated Project Manager, **Brian Thomason**, will be the official point of contact for all potential or formal Notices to Proceed. His 24/7 contact information is located below; however, it is our goal to always be the first to make contact. Our continuous monitoring will ensure that we are in communication with the County at the first sign of an imminent threat so that we can be available to assist both before and after any crisis that may impact the area.



Contact Information for Notices to Proceed

Brian Thomason – Project Manager
24/7 Phone: 954-240-1110
Email: response@ashbritt.com

TIERED MOBILIZATION PROCEDURES

Tier One	Activation in response to an anticipated event, such as an approaching storm system or wildfire, which is within 72 hours of the County. At Tier One activation, the following actions will be taken:

- AshBritt's Project Manager will contact the County to discuss current emergency planning, potential evacuations, and special needs, and to confirm emergency phone contacts.
- The Tier One telephone contact and email cascade will be initiated, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractor partners, and resource and supply chain vendors.
- Critical personnel will receive confirmation of impending deployment orders, with consideration given to devising the most efficient and safe travel methods.
- All team members will check their fly-away gear and ensure it is thoroughly prepped and ready.
- AshBritt Pre-Planning Team will be placed on standby for deployment.
- The initial response resource plan will be devised based on known factors of the imminent event and its prevailing state (e.g., wind speeds, tides, projected path, etc.). Forecasting models generated by USACE will also be reviewed for resource planning.
- Our Quality Control Manager and other support personnel will very stock levels of necessary disaster operation supplies. Applicable resource vendors will be notified of looming events and a possible consignment of vital supplies and materials.
- Equipment inventories, internal and external, will be reviewed and verified by location, particularly those of regional first responders. We will update the preliminary subcontractor crew and equipment deployment databases and report list.
- We will run a preliminary AshBritt model for debris stream projections and production crew matrix to gauge needed resources.

Tier Two	Activation in response to an anticipated disaster event, such as an approaching storm system or wildfire, which is within 36 hours of the County. At Tier Two activation, the following actions will be taken:

- AshBritt's Project Manager will contact the County to discuss current emergency plans for conducting an initial damage assessment, special needs, and the potential location of the planning meeting.
- The Tier Two telephone contact and email cascade will be initiated, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical assistance personnel, subcontractors, and resource and supply chain vendors. All will be directed to prepare for a post-event response, and AshBritt aircraft and flight crews will be placed on standby status. Crews commence flight planning operations into the potential impact area or vicinity.
- We will formulate and prioritize critical personnel travel arrangements (air and ground travel arrangements are solidified, and assignments and preliminary rendezvous points are established).
- We will consider contingency routes and alternative travel means in case access routes are impaired.
- Local temporary lodging contracts will be activated. Regional and local temporary lodging contingency plans (i.e., man camps or established shelters) may be considered.
- Regional and local first-responder subcontractors will be activated. Out-of-area first responders will be alerted for potential responses based on initial needs.
- Preliminary staging areas will be identified and established outside of the potential strike area.
- Equipment transportation permits will be ordered, and current rules and regulations will be disseminated to all deployed AshBritt crews.
- We will confirm equipment staging areas in safe zones within proximity of the disaster area.

- Subcontractors will be instructed to converge at the pre-identified locations to allow for immediate and systematic post-event response.
- The surety will be notified of potential activation and ensure bond documents are prepared. The insurance company is notified of potential activation and needs to provide necessary equipment and personnel coverage in the affected area.

Tier Three	Activation in response to a previously unknown disaster or a request for immediate assistance. This Tier is activated when we have been issued a work order by the County to mobilize and are thereby at full operational status. All applicable Tier One and Two activities not referenced below will be compressed and accelerated to affect the most rapid and effective response. At the Tier Three activation, the following actions will be taken:

- **AshBritt will be present at the County EOC within 24 hours of any event of significant impact** to discuss current emergency plans for conducting an initial damage assessment, special needs, and the potential location of the planning meeting.
- Initiate Tier Three telephone contact and email cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractors, and resource and supply chain vendors.
- All Tier One and Two activities not referenced below, as applicable, are compressed and accelerated to affect the most rapid and effective response.
- Monitor local law enforcement (affected area) for route information and road closures.
- Deploy the Pre-Planning Team to meet with the County's response team at the designated location.
- Activate expedited travel (corporate and chartered aircraft, mobile command centers, and ground transportation). AshBritt Disaster Response Team(s) will deploy to the scene by whatever reasonable and safe means of transportation are currently available.
- Prepare, present, and recommend as requested for the development of the Debris Recovery Resource Plan.
- Dispatch national and regional subcontractors, crews, equipment, supplies, materials, and personnel as indicated by the approved Debris Recovery Resource Plan. Staging areas and rally points will be established with instructions disseminated to all deployed parties on where to report and to whom to report.
- Activate local temporary lodging contracts if possible and where applicable. Local temporary lodging contingency plans (i.e., man camps or established shelters) can be activated as necessary. The supply chain for all emergency response goods and services will be administered.
- Activate local subcontractor first-responder partners; commence promotional and public information campaigns for the recruitment of additional local subcontractors and recovery assistance personnel.
- Preposition emergency road clearance crews for potential tasking. The objective of the clearance operations is to remove debris and obstructions from primary roadways to allow for emergency vehicular traffic. Debris is cut to a manageable size and stacked on the right-of-way for subsequent collection.
- **Debris management services will commence within 24 hours of the issuance of a Notice to Proceed.**



Project Management Structure

We will deploy Project Management Team(s) (PMT) to the County that is proportionate with the severity of the disaster event. Disaster debris stream quantities, makeup, and overall post-disaster conditions will always vary. AshBritt will respond individually and proportionately to any recovery with the appropriate personnel, organizational structure, equipment assets, communications, resources, and systematic plans for execution. For a large-scale recovery operation, a larger, more specialized PMT will be deployed to handle the complexity of the expanded recovery mission. For smaller events, such as when the recovery response is limited to the collection of vegetative debris, a smaller PMT will be deployed. During a minor recovery event, the Project Manager will assume a more significant share of the Operations Manager's responsibilities. Any deployed PMT will likely expand and contract throughout the recovery, smoothly transitioning to achieve the optimal level of personnel. AshBritt explicitly assures that the management team deployed for any recovery mission will meet the County's needs.

- ## Response Operations

Following a debris-generating disaster's impact, AshBritt will promptly provide the following services to Johnson County. Our Response Operations are broken down into phases to sufficiently address each operational stage.

PHASE 1: Emergency Operations

Damage Assessments

- Coordinate with the County to provide or supplement initial damage assessments, if required.
- Deploy vehicles, vessels, aircraft (i.e., helicopters), and/or drones, to assist the County with surveying and damage assessments.
- Work with the County to modify the pre-existing geographic area management (i.e., zoning) plan for first push and debris sectoring if the need is identified upon surveying.



Ordering, Staging, and Coordinating Resources

- Assess pre-designated staging areas for continued viability while simultaneously instructing local subcontractors to ramp up.
- Identify, prepare, and transport key equipment for the debris management response, including support equipment required by our staff and subcontractors.
- Notify primary first-responder subcontractors to deploy for certification from pre-positioned locations.
- Order supplemental support and reserve staff to begin deployment, as needed.
- Check in and orient subcontractors and personnel.

Certifying Equipment

- Establish equipment certification areas at select staging sites to 1) examine the operability and safety of our hauling vehicles, and 2) measure and assign load-carrying capacity. This certification becomes the official tracking identification for all loads that a particular vehicle hauls. The measured capacity of all hauling vehicles is identified on the truck certification form, and a placard is affixed to each vehicle.
- Assign certified haulers to a zone according to the pre-established or modified geographic area management plan.
- Certification tracking is customarily duplicated by the client or their monitoring firm. Note: AshBritt maintains a very diligent protocol for field data collection, processing, and reporting.



Housing and Self-Sufficiency

AshBritt staff and subcontractors will maintain self-sufficiency with regard to housing, sanitation, food, and lodging. The staff will also maintain self-sufficiency with equipment safety, maintenance, repair, and fuel by means that are consistent with local requirements to minimize adverse effects and further disruption in Johnson County. We have extensive and recent experience establishing both full turnkey base camps and temporary lodging sites, and can provide similar services to accommodate our workforce if needed.

Staff Augmentation

To seamlessly augment County staff, we offer a pre-activation staffing plan. This includes:

- Pre-established Rosters – Upon request, we will work with the County to develop rosters of qualified personnel who can be deployed quickly upon contract activation. This ensures a readily available pool of local talent familiar with the area and its debris removal needs.
- Flexible Staffing Solutions – We can tailor our staffing augmentation to your specific needs. Whether it's additional crew members for debris removal, certified professionals for hazardous material handling, or experienced logistics coordinators, we have the resources to fill the gaps.
- Seamless Integration – Our team will undergo thorough onboarding to ensure they understand your protocols, safety procedures, and communication channels. This facilitates smooth integration with existing County staff, minimizing disruption during critical response efforts.

Emergency/Exigent Road Clearance

Emergency road clearance activities (i.e., first “push”) will ensure that priority routes are cleared and passible within the approved timeframe established by the County. First push efforts will proceed as follows:



- Work with the County to confirm route priorities.
- Coordinate with the various stakeholders involved in emergency response efforts. Our forces will not interfere with the vital rescue and recovery efforts of other organizations and agencies within Johnson County.
- Direct our ground crews to systematically cut, toss, and clear debris from vital travel lanes and critical facilities, as requested by the County.
- Implement traffic safety control methods.
- Enforce safety protocols and the use of pertinent safety equipment. AshBritt maintains the highest levels of safety, quality, and integrity in conducting our

services while adhering to operational guidelines set forth by OSHA.
- Work closely with the County to document all activities for FEMA cost reimbursement.

Establishing DMS.

- Assess pre-designated DMS sites for continued viability.
- Identify other private and public land options for DMSs, if needed.
  - When required, we will identify alternative locations by reviewing parcels of land in the affected area. Once we identify available land, we will send the information to the County for approval. Upon approval, the parcels will be cross-referenced with the overseeing wetland agency to ensure the land is not encroaching on any areas of concern. Thereafter, the landowner will be contacted to verify the land's availability and the owner's authorization of DMS utilization. Once the approval and legal documents have been signed, AshBritt will send an email with the appropriate documentation to the KDE regional office and/or appropriate environmental agency to attain the pre-authorization for the DMS.
  - For publicly owned land, AshBritt can conduct a very similar process by assisting the public entity with the permitting process once land use authorization is received. Authorizations are sometimes approved within 24 hours, depending on the magnitude and severity of the storm. We do not anticipate any issues identifying and attaining additional locations for Johnson County.
- Acquire all permits required to fully comply with local, state, and federal guidelines, such as:
  - Temporary land-use permits.
  - Land-use variances.
  - Grading permits.
  - Building permits (for temporary structures).
  - Electrical permits.
  - Waste processing permits.
  - Recycling operations permit.
  - Water and air quality permits.
  - Fire department permits (hydrant use).
  - Traffic permits.
  - Hazardous waste permits.
  - Coastal Commission land-use permits.
  - National Environmental Policy Act (NEPA) compliance permits.
  - EPA, KDE, USACE, UFWS, and NMFS permissions.
- Coordinate with County representatives to identify any official waivers that may affect our operations.
- Consult with regional environmental consulting firms that have extensive experience in preparing and obtaining regulatory permits in Kansas. We have teaming partners on standby for this critical task. These firms are experts in the interpretation of the federal Clean Water Act, Sections 401 and 404, the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, the Department of Fish and Game Code, and other relevant state and local statutes and regulations. They also have strong working relationships with federal and state regulatory agency staff.
- Provide copies of all permits to the County before commencing work under the applicable work order.
- Catalog baseline data (e.g., site video/photographs,



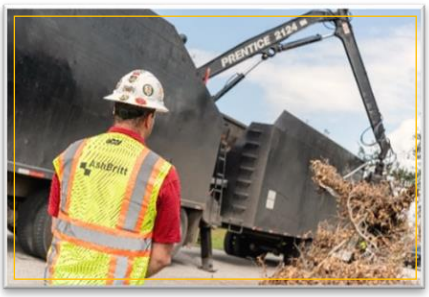
Lowndes County, GA DMS
Hurricane Idalia (2023)

documentation of physical features, historical and archeological investigations, and soil and water samples).
- Identify ingress and egress routes.
- Contact 811 and any other utility company to identify existing utility lines and components.
- Establish site layout to lessen unwanted operational effects that might irritate occupants of neighboring areas.
- Establish or modify the road system, if needed.
- Determine traffic flow and establish control and safety measures.
- Identify the following:
  - Debris separation area(s).
  - Location for reduction operations.
  - Hazardous material, e-waste, and white goods containment area.
  - Above-ground fuel tank containment area.
  - Inspection tower location(s). We will provide the requisite number of monitoring towers to comply with FEMA guidelines.

AshBritt has successfully sourced and operated private and public DMS locations for 160 disaster debris management projects in the last five years.

PHASE 2: Establishing ROW Operations

Right-of-Way (ROW) Debris Removal



Debris stacked on public ROW can pose significant health and safety risks. To minimize these concerns and expedite the recovery process, our team has a comprehensive plan for efficiently removing this type of debris. AshBritt will ensure the following while performing ROW collection in Johnson County:

- All work is properly documented for payment; no debris shall be collected without the presence of a monitor.
- Only eligible debris is collected and transported to DMSs or final disposal sites under the County's directives and Debris Plan.
- Vegetative debris is segregated from other debris types for transport to DMSs or final disposal.
- Work is performed per applicable federal, State, and local laws and regulations.
- Our teams never collect or manage ineligible debris.
- Resources are efficiently allocated through consistent surveying and reporting.
- Work is completed on time and in compliance with all safety protocols.
- The County provides daily/weekly/monthly production rate and progress status reports.
- Our crews expeditiously repair/replace any damage that results from the debris operations.

Geographic Area Management: The general process of separating an operational area into smaller divisions to manage recovery operations.

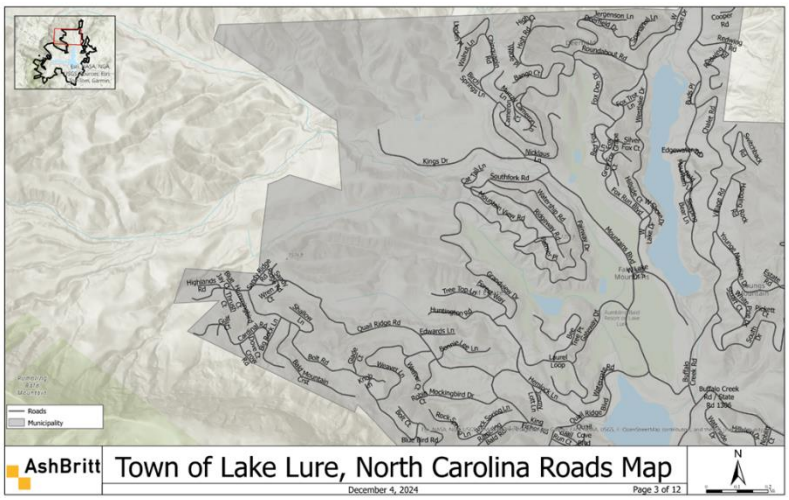
The County will define the boundaries of the geographic working area in the work order by identifying the municipality, region, or agency, and the respective area of jurisdiction. AshBritt will assist the County in divvying up sectors using a grid system that acknowledges City roadways, neighborhoods, major thoroughfares, waterways, and other natural boundaries within the task area.

Operations Data and GIS Management

AshBritt's Operations Data and Geographic Information Systems (GIS) Management Team serves as a critical component in supporting disaster debris management for Johnson County, significantly enhancing operational efficiency, accuracy, and coordination across all project phases. We provide dedicated GIS resources to streamline data sharing among operational teams, County stakeholders, and monitoring firms, ensuring seamless collaboration and data integrity.

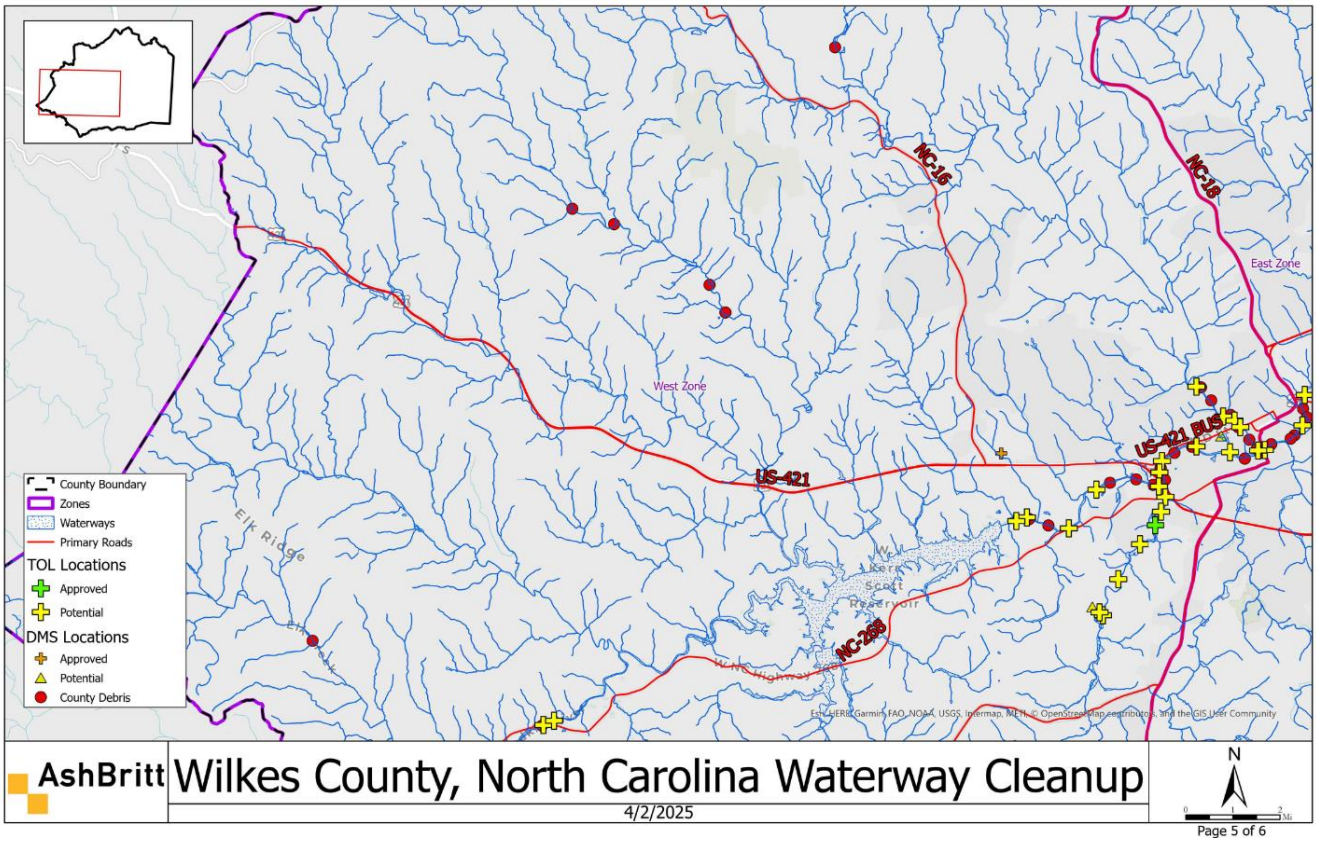
Our GIS tools offer comprehensive visual representations of the operational landscape through both static (PDF) and interactive online maps. These display work zones, active recovery activities, and debris collection points, drastically improving situational awareness and strategic planning. Furthermore, the system can identify and flag environmentally or culturally sensitive areas, preventing unintentional impacts and ensuring regulatory adherence.

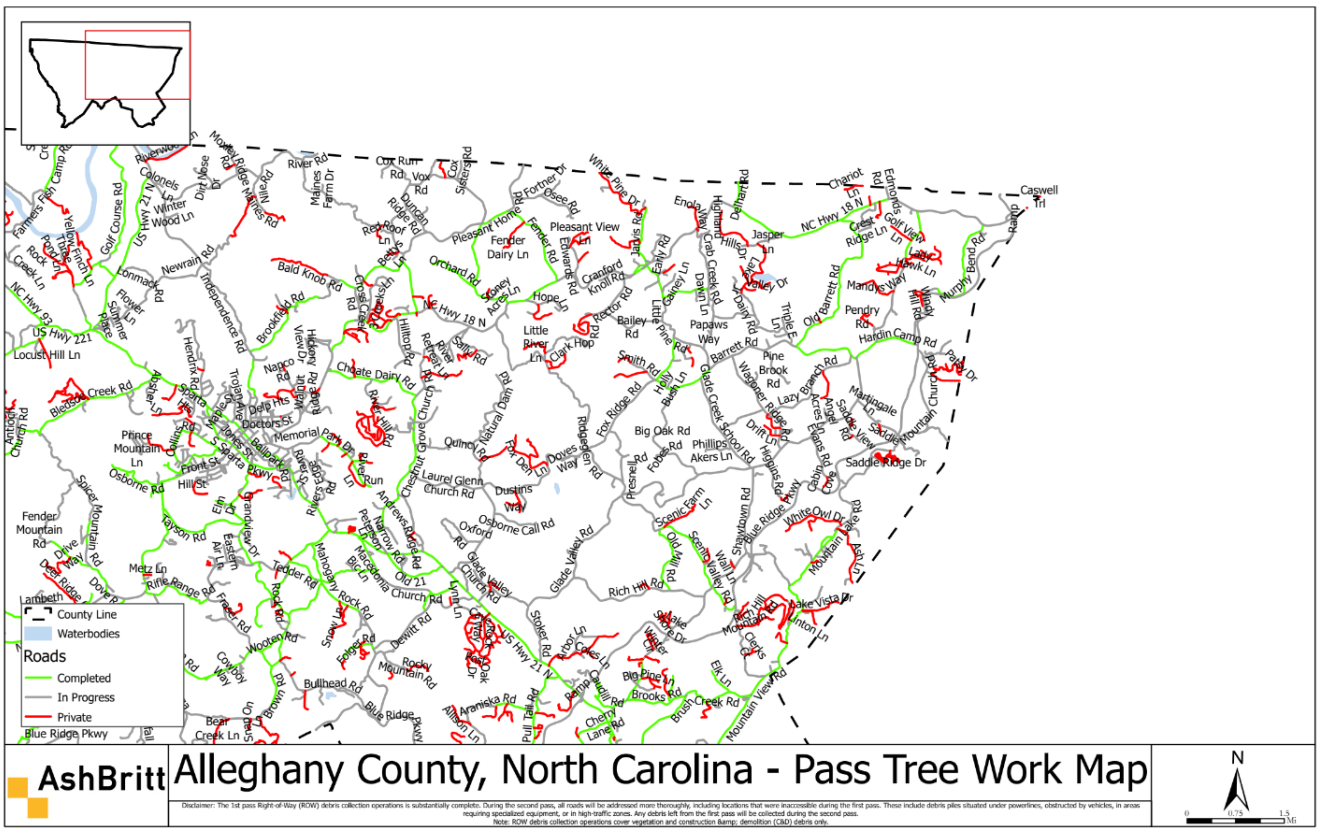
The platform also supports the prioritization of work areas based on Johnson County's directives, enabling the most efficient deployment of personnel, equipment, and resources. AshBritt's GIS team maintains real-time dashboards that provide a live operational picture, fostering faster, more informed decisions and transparent reporting to stakeholders. Additionally, this system is instrumental in the identification and verification of property ownership, a critical step for securing DMS and Rights of Entry (ROEs), ultimately leading to a more effective and transparent recovery effort for Johnson County.



To the right and on the following page are some examples of how AshBritt has utilized GIS to support our USACE debris removal missions in North Carolina following Hurricane Helene (2024-2025).




County Boundary
Zones
Waterways
Primary Roads
TOL Locations
Approved
Potential
DMS Locations
Approved
Potential
County Debris
West Zone
East Zone
NC-16
NC-18
US-421
US-421 BUS
NC-268
Elk Ridge
AshBritt
Wilkes County, North Carolina Waterway Cleanup
4/2/2025
N
Page 5 of 6


County Line
Waterbodies
Roads
Completed
In Progress
Private
AshBritt
Alleghany County, North Carolina - Pass Tree Work Map
N

Staffing and Management

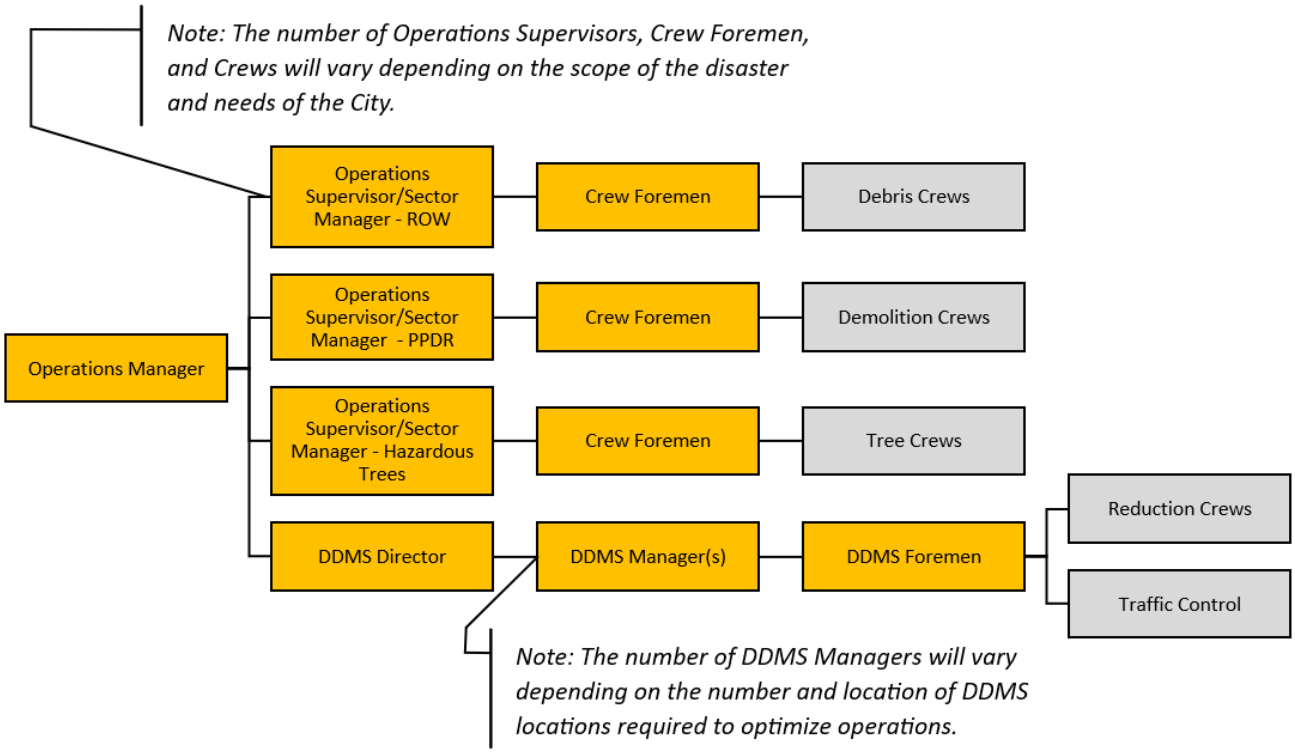


Figure 1. Onsite Debris Management Structure

Operations Supervisors/Sector Managers – Responsible for tracking the daily process of work to ensure the geographic management plan is followed. They:

- Collect information via observations and joint surveys with the County, other site managers, or monitoring firms;
- Use AshBritt's tracking system to cross-check production requirements and determine if modifications could increase productivity or prevent delays;
- Engage with the County daily to discuss individual sector successes and opportunities for improvement; and
- Finalize areas for closeout by developing a ROW Closeout Plan in coordination with the County.

Crew Compositions – Crews are assigned a specific zone within a sector with the initial intention of having all zones completed at the same time. As individual zones are completed, crews are reassigned to other zones.

Possible crew compositions:

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



**Depending on haul distances and truck capacity.*

Crews are accompanied by appropriate pedestrian and traffic control personnel and devices (i.e., flagmen, cones, signage, PPE) in compliance with the Kansas Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) for Construction and Maintenance Work Zones. AshBritt determines the number of crews for each sector upon considering the following:

- Type(s) of debris in the sector (e.g., vegetative, C&D, white goods, e-waste, HHW, etc.).
- The concentration of debris (sectors with higher quantities of debris will require more crews).
- Haul distance (further haul distances may require more crews to ensure production levels).

Rapid Response Crew – We will provide one or more Rapid Response Crews (RRC) depending on the scope of the recovery. The purpose of the RRC will be to respond immediately to disaster-related debris piles as directed by the County.

Multiple Scheduled Passes – During the second and third passes of debris collection, we can deploy ROW crews to remove hazardous stumps, dangerous leaning trees, and hanging limbs. We can also initiate other specialized operations, such as removing debris from drainage systems, sewers, culverts, catch basins, canals, streams, or other designated waterways. The County may also issue work orders for the removal of hazardous trees and debris from other public facilities, such as parks, trails, utility infrastructure (e.g., water plants), or even private properties. The debris created from this work typically becomes part of the general ROW debris stream. At the DMS, we can implement processes to reduce and recycle white goods and other metals and reusable materials that may have been collected in the debris stream. These are typically segregated during the ROW mission on-site or at the debris site.

Clean-As-You-Go (C-A-Y-G) – We enforce our Clean-As-You-Go (C-A-Y-G) Policy with all working parties during every phase of a project. C-A-Y-G is incorporated in our Quality Control Plan and epitomizes the value of "do it right the first time." AshBritt field personnel are always directed to complete assignments and cleanup activities as thoroughly as practicable during each stage of work to avoid do-overs, inefficiencies, and delays. C-A-Y-G does not interfere with the concept of multiple debris passes, but emphasizes the objective of removing all accessible and eligible debris during each respective pass, sometimes employing necessary hand laborers and tools. Maintaining C-A-Y-G objectives is especially crucial for debris work in emergencies and significant disasters where the restoration of critical public functions is the highest priority. AshBritt personnel and subcontracted partners are expected to abide by this policy. If, after orientation and performing under the C-A-Y-G concept, worksite conditions do not reflect the objectives of this policy, AshBritt personnel and subcontractors are subject to corrective action, which may include dismissal from the project.

Private Property Debris Removal (PPDR)

The County may assign a variety of PPDR tasks to AshBritt, from debris and hazardous tree removal to demolition. Much of this work requires specialized and certified crews. PPDR tasks must be thoroughly assessed, documented, and monitored, and meet specific eligibility guidelines for FEMA reimbursement; thus, they are usually conducted during the third pass (or more) of the mission. Pursuant to FEMA guidance, AshBritt recognizes the need for:

- Right-of-Entry (ROE) forms
- PPDR assessments
- Environmental and historical review
- Site photographs

AshBritt has completed PPDR for more than 5,000 parcels in North Carolina while providing disaster recovery services for USACE following Hurricane Helene (2024-25)

DMS Operations

- Ensure DMSs are fully managed with supervisory, monitoring, and safety personnel; security; and operators and spotters.
  - Each site will be staffed with management personnel responsible for day and night shifts as well as the overall management of the DMS operations.
- Ensure that all vehicular and pedestrian traffic control at DMS is accomplished in conformance with the latest edition of the MUTCD.

- Ensure that entering and exiting debris trucks stop at the vehicle inspection tower for debris load verification by a monitor.
- Perform debris reduction by burning, air curtain incineration, and/or mechanical means (i.e., chippers, grinders, and shredders), as specified in the work order.



- Ensure unprocessed debris is continually reduced, and processed debris is hauled to the final disposal location at a timely pace.
- Monitor any equipment storage, fueling, or equipment repair areas to prevent spills.
- Maintain spill kits to mitigate petroleum products or hydraulic fluid spills.
- Avoid operations that significantly modify the landscape, such as soil compaction and over-excavation of soils when loading debris for final disposal.
- Coordinate safety and compliance inspections with State and FEMA personnel.

SCOPE OF SERVICES

AshBritt's methodology for executing assigned tasks effectively and efficiently for Johnson County is included on the following pages. Our response details the specific methodologies and strategies we will employ to achieve desired outcomes while providing a clear roadmap for project implementation.





Vegetative Debris

We will remove vegetative debris from the ROW primarily using grapple trucks. AshBritt follows best management practices to maximize the diversion of recyclable material by sorting curbside before loading and hauling. This is done to keep mixed loads to a minimum. However, it is important to note that, due to work environment and safety concerns, it may not always be possible to sort this debris curbside if it has not been done so by the property owner. In such cases, the debris is sorted once it has been taken to the DMS(s).

Construction and Demolition (C&D) Debris

AshBritt will provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items to collect and remove eligible disaster debris from the County's ROW and transport eligible disaster-related C&D debris to a County-approved DMS or final disposal site according to all federal, state, and local rules and regulations. AshBritt will only remove eligible C&D debris that is placed within the County's ROW. All eligible C&D debris will be removed from each loading site before proceeding to the next loading site. AshBritt will, to the extent possible, keep separate C&D materials from other debris so that loads are primarily of similar materials.

Asbestos Containing Materials (ACM) – In the event AshBritt identifies ACM, we will follow applicable regulations for managing and handling its removal. Federal asbestos regulations are contained in 40 C.F.R., Part 61, Sections 61.140-61.160. Employers of workers who handle ACM are also regulated by OSHA

asbestos guidelines, listed in 29 C.F.R. Parts 1910.1001 and 1926.1101. Everyday guidance on federal regulations concerning the disposal of structures that contain asbestos is found in the EPA's Guide to the Asbestos NESHAP. Designated AshBritt personnel are conversant with and consult this guide. AshBritt adopts, incorporates, and complies with all EPA and OSHA standards and rules and employs licensed asbestos subcontractors and personnel for such work.

Scrap Metal – AshBritt will bring scrap metal collected during demolition or ROW operations to the DMS to be sorted and recycled (i.e., sold to a dealer who will smelt the metal for reuse). In the event AshBritt collects motors, all liquids will be drained before disposal, as required in this solicitation.

Hazardous Trees, Limbs, and Stumps

Pursuant to FEMA's PA Program, eligible vegetative debris includes tree limbs, branches, stumps, or trees damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed before the incident, or if the item is in a natural area and does not extend over improved property or public-use areas. This includes areas such as trails, sidewalks, or playgrounds. Bracing a tree is eligible (as Category B) only when doing so is less costly than removal and disposal. If the County chooses to brace a tree rather than remove it, the tree is not eligible for removal later if it dies. Pruning, maintenance, trimming, and landscaping are not eligible. AshBritt adheres to the Public Assistance Program and Policy Guide (PAPPG), Version 4, and FEMA Fact Sheet, Public Assistance: Category A – Debris Removal Including Private Property Debris ("Cat A Fact Sheet") (which eliminated size requirements for hazardous tree, limb, branch, and stump removal) for work. This will allow the County to streamline the entire process of identifying, removing, and properly documenting eligible limbs, hangers, and stumps.



Hazardous Trees – Trees qualify for FEMA reimbursement if they have a split trunk or broken canopy.

- **50% or more of the root ball exposed**: Removing the tree and root ball, and filling the root ball hole, is eligible. FEMA will not reimburse two separate unit costs to remove the tree and its root ball.
- **Less than 50% percent of the root ball exposed**: FEMA provides PA funding to flush cut the item at ground level and dispose of the cut portion. Grinding any residual stump after cutting the tree is not eligible.

Hazardous leaning trees on public ROW will be identified and documented by the County. Our crews will cut only as necessary to facilitate loading. Leaning trees on private property that are encroaching onto the ROW will be cut at the private property line when safe to do so. Only the encroaching portion will be removed. Hazardous trees on private property that pose an immediate threat are addressed on a per-case basis.

Hazardous Limbs – Limbs are eligible for FEMA reimbursement if they are broken and hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds, and cause injury or damage.

AshBritt deployed and managed more than 150 ISA-certified arborists for the evaluation and removal of fire damaged trees following CA's 2018 Camp Fire. In addition, AshBritt has a full time certified arborist on staff.

Hazardous Stumps

- **50% or more of the root ball exposed**: Eligible for the stump's removal and filling in the root ball hole. Voids created by stump extractions are filled with comparable and suitable material. Ruts and depressions inadvertently caused by contractor equipment and voids created by stump removal are filled with suitable material and reasonably compacted to grade. If grinding a stump in place is less costly than extraction, grinding is eligible.
- **Less than 50% of the root ball exposed**: FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding is ineligible.

Other eligibility factors:

- Stump removal in areas with known or high potential for archaeological resources usually requires FEMA evaluation and consultation with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If we discover any potential archaeological resources during a stump removal, we advise clients to immediately cease work and notify FEMA.
- If the County requests PA reimbursement for such work on a per-stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Stump Conversion Table.
- GPS coordinates and notes regarding the stump's specific hazard must be added to the special stump load ticket for proper documentation. Proper documentation for eligible hazardous stumps is paramount for FEMA reimbursement.

AshBritt extracted 24,000 hazardous stumps for our Hurricane Katrina mission

Management of Hazardous and Special Wastes

According to the PAPPG, the following activities related to the removal and disposal of pollutants and hazardous substances are eligible:

- Separation of hazardous materials from other debris.
- Specialized procedures for handling and disposing of hazardous materials.
- Control or stabilization of hazardous material.
- Pumping and treating water contaminated with hazardous material.
- Cleanup and disposal of hazardous material.

AshBritt will construct a containment area at the reduction site to store hazardous materials. This area will consist of an earthen berm with a non-permeable soil liner. The containment area will be protected and sealed off by a non-permeable cover. All materials that are classified as hazardous waste will be reported immediately to the County. This material will be segregated from the remaining debris using a method that allows the remaining non-hazardous waste debris to be processed. All hazardous debris is moved and placed in the designated containment area.

AshBritt removed 11,225 pounds of HHW from Collier County, FL in response to Hurricane Ian.

Household Hazardous Waste (HHW) – After a disaster event, destroyed residences, residential garages, sheds, or storage facilities can produce quantities of household hazardous waste (HHW) that must be separated from storm-generated debris. AshBritt crews have been trained to identify and segregate HHW during ROW and PPDR collection, as well as during DMS

debris separation activities. If HHW is identified, it will be separated on the ground, where applicable, and the crew foreman will notify the PM, who will, in turn, dispatch the HHW Crew to collect the waste.

A typical HHW Crew consists of:

- Pickup truck, small dump trailer (7x14 with hydraulic dump), skid steer, and operator.
- 2 specialized laborers with appropriate training.

Each member of the crew will be trained according to EPA requirements for handling HHW materials. These crews will meet all standards and provide services in a manner consistent with applicable local laws, regulations, and policies. Trucks and trailers will be equipped with separate compartments, drums, or containers to allow for the separation of the HHW.

Hazardous Waste and Spills Reporting – We will take immediate action to remediate any hazardous waste spills or leaks that occur as a result of our operations at no additional cost to the County and in full compliance with applicable laws and regulations; however, we will not respond to oil or hazardous material spills that are covered under a separate KDE contract. AshBritt will report any spills to the County and the Kansas Division of Environment (KDE) upon discovery.



We will then submit a written follow-up report to the County no later than seven days after the initial report. The report, at a minimum, will include the following information:

- A description of the material spilled, including the identity, quantity, manifest number, etc.
- Whether the amount spilled is EPA/KDE reportable, and when and to whom it was reported.
- The exact time and location of the spill, including a description of the area involved.
- Receiving stream or waters.
- The cause of the incident and the equipment/personnel involved.
- Injuries or property damage.
- The duration of the discharge and the initiation of containment procedures.
- A summary of all communications AshBritt has had with media, agencies, or government officials other than the County.
- A description of the cleanup procedures that were employed or will be employed at the site, including the disposal location of spill residue.

White Goods

Household appliances (i.e., white goods) will only be loaded and hauled when declared as eligible debris. White goods should be divided into two categories: 1) non-refrigerant-containing, and 2) refrigerant-containing. Refrigerant-containing white goods have two sub-categories:

- **Clean** – clean refrigerant-containing white goods usually consist of air conditioning units, but may also include empty refrigerators and freezers.
- **Dirty** – dirty refrigerant-containing white goods consist of refrigerators and freezers in which food products and contents remain inside.



Within the last 5 years, AshBritt has removed over 7,000 white goods throughout Florida.

White goods categorized as containing refrigerant will be collected in such a manner that the refrigerant system will not be breached (i.e., the coils or condenser will not be ruptured or broken).

AshBritt removed 23,940 pounds of putrescent debris from the City of Key West in response to Hurricane Irma.

Putrefied Goods – AshBritt will prepare a task-specific site plan for the handling of putrefied goods. We will take necessary precautions to ensure that the contents of dirty refrigerant-containing white goods are not spilled. If not already sealed, such units will be bound to prevent spillage by securing tape, ratchet straps, rope, or similar materials to minimize the spilling of contents. We will then collect the units using ½ to 1-ton pickup trucks or van trucks with installed lift gates or ramps. The items will be loaded with the aid of appliance dollies, securely strapped into place to prevent spillage, and hauled to a facility designated by the County. The management and processing of white goods will also depend on their categorization.

- Non-refrigerant white goods will be segregated into the recyclable metals pile.
- White goods categorized as containing refrigerant will have the refrigerant removed per EPA regulatory requirements for freon reclamation before being segregated into the recyclable metal pile (see below).
- Dirty refrigerant-containing white goods will be cleaned before their removal. These metals will then be compacted into bales and transported to the nearest recycling facility as long as the recyclable market remains positive.

AshBritt will ensure full compliance with OSHA and USEPA requirements for handling this debris.

Freon Reclamation Process – The entire freon recovery/reclamation process is governed by EPA regulations outlined in Title VI of the Clean Air Act, which guide AshBritt's protocol below:

- Use Level D PPE.
- Connect and operate freon Reclamation Units as prescribed by the manufacturer and according to EPA regulations.
- Record of the manufacturer, model number, and serial number of the appliance on a running log to be presented upon job completion or request. Units received with the freon already vented must be similarly recorded.
- Identification of the appliance as reclaimed.
- Recovered/reclaimed freon can be transferred to an EPA-certified refrigerant reclaimer for processing.

AshBritt removed 5,000 units of freon during our Hurricane Katrina mission.

AshBritt has significant experience performing this work and will always comply with the above-listed regulations when tasked with removing freons.

Electronic Waste (E-Waste)

E-waste (e.g., CRTs, monitors, circuit boards, computer components and peripherals, batteries, etc.) presents an environmental health and safety concern owing largely to the toxicity of substances from the parts if not processed correctly. If tasked with e-waste removal by the County, we will follow the below guidelines while managing the materials and preparing for transport to a recycling facility.

- Provide gaylord or similar type boxes, pallets, and stretch wrap to pre-sort, pack, and load materials.
- Pack electronics into gaylords (which can be double-stacked).
- Load into transport trailers – two rows in length, double stacked in height.
- TVs over 25" diagonally will be stacked and securely wrapped (with stretch wrap) on a pallet no higher than 4 feet (this will allow it to be stacked on top of the gaylord box)
- Big screens (2 per pallet) will be placed on pallets back-to-back and securely stretch-wrapped. There must be no more than six pallets per trailer to maximize trailer weight.

Waterway Debris Removal

AshBritt has extensive experience identifying and removing eligible debris from waterways. When required, the County will prescribe the specific schedule for waterway debris removal. We will remove floating debris and debris along the shoreline with shallow draft workboats and barges. This equipment typically has a grappler hook (or another similar securing mechanism) to recover floating and beach debris. We will then stage the debris on a barge to be used as a transport vessel to the offloading station.





Vessels used to recover debris may consist of shallow draft barges with lightweight hoists and loaders, workboats with grapplers, landing craft, or other work-type vessels. If needed, hand crews will work to reduce any environmental impacts. Wet debris located in deeper water, or floating debris, will be removed by spud or jack-up barges equipped with cranes or other lifting mechanisms. These vessels remove large amounts of material at a time. The barges can also be used in the recovery of vehicles, vessels, or other large items. We can employ commercial divers to attach lifting cables, slings, or air barges.

Depending on water depth, shallow draft flat barges, scow barges, landing craft, and other work vessels will be used to transport the material to a County-identified marine offloading staging site. Should the County be unable to secure a public staging site for this work, AshBritt will pursue leasing options with owners of private property. Any lease entered into by AshBritt will contain a "hold harmless" clause in favor of the County and federal government. AshBritt will operate these offloading sites, and only AshBritt vehicles and others specifically authorized by the County will be allowed access.

AshBritt removed 933,563 cubic yards of marine debris caused by Hurricane Ian for the Florida Division of Emergency Management.

Demolition of Structures After significant, wide-scale disaster events, demolitions of entire structures are sometimes necessary. Demolitions may include public, private, or commercial properties, and may or may not be part of an established Right-Of-Entry (ROE) program. Before demolitions take place, a determination must be made that the properties pose a threat to the life, safety, and health of the public. The County or its monitoring firm will issue demolition orders for residential properties and be responsible for identifying other public or private properties that may be eligible for demolition under an ROE program; however, AshBritt personnel can assist the County in assessing and identifying properties that may need to be demolished.



Our certified and licensed crews can assist the County in determining if structures contain Asbestos-Containing Materials (ACM) before any demolition takes place. When it is determined that no asbestos is at a property identified for demolition, the site will be considered a Construction & Demolition (C&D) demo site. When Regulated Asbestos-Containing Material (RACM) is found on-site, AshBritt crews will follow all local, state, and federal guidelines for RACM demolitions. Regardless of the scope, RACM or Non-RACM demo, AshBritt is highly experienced in both residential and commercial demolition.

More than 3,000 of the 29,000+ Right-Of-Entry's we completed in Mississippi for our Hurricane Katrina mission, entailed demolition work for RACM and Non-RACM properties.

In response to Hurricane Ian in 2022, AshBritt conducted demolition on over 150 homes and commercial structures for the Florida Division of Emergency Management. 55 of them were Asbestos Containing Material demolitions. In response to our 2022 Kentucky flooding mission, AshBritt was given 273 notices to proceed for private property debris removal, of which 138 were demolition properties.

Demolition Procedures – AshBritt personnel and crews will maintain demolition worksites to appropriate local, state, and federal use standards, safety standards, and regulatory requirements. All demolition debris and materials will be removed, hauled, and disposed of according to applicable federal, state, and local requirements. AshBritt will comply with all federal, state, and local requirements related to structure demolition and removal, including, but not limited to, requirements of the OSHA, EPA, and KDE. These requirements will include the best demolition practices.

The following are the basic steps and considerations for demolition procedures:

- Survey and identification of properties for demolition (County/AshBritt).
- Establishment of Right-of-Entry (ROE) program, as applicable (County).
- Pre-inspect properties and sample debris for ACM (AshBritt).
- Notifications to KDE, in compliance with state regulation and federal asbestos NESHAP (AshBritt/County).

No Asbestos: C&D demo (all debris)
Yes Asbestos: RACM demo (asbestos debris)
Unable to Sample: RACM demo (all debris)
Unable to Segregate: RACM demo (all debris)

C&D Demolitions
► Administer documentation. ► Coordinate utility disconnects (i.e., water, sewer, gas, power, telephone). ► Maintain personnel and bystander safety (i.e., PPE and site barriers). ► Removal/segregation of household hazardous waste, white goods, E-waste, tires, etc. ► Control of dust emissions (wetting debris). ► Load, cover, and transport debris to the approved landfill, and perform site cleanup.
RACM Demolitions
► Administer documentation. ► Coordinate utility disconnects (i.e., water, sewer, gas, power, telephone). ► Maintain personnel and bystander safety (i.e., PPE, site barriers, containment areas). ► Proper barrier fencing, tape, warning signage, and labels. ► Only licensed and certified workers are allowed in RACM containment areas. ► Removal/segregation of household hazardous waste, white goods, e-scrap, tires, etc., as applicable (all debris may be treated as RACM).

▸ Wetting of structures to control asbestos emissions into the air. ▸ Best demolition practices (minimize excessive breaking of debris). ▸ Removal, loading, and bagging/wrapping of RACM. ▸ Labeling, transport, and disposal of RACM at a certified and approved landfill. ▸ Manual cleaning of the RACM demo site.	
Friable and Nonfriable Cat II ACM	**Nonfriable Cat I ACM**
▸ Wet removal ▸ Containerize in plastic bags or "burrito wrap" ▸ Labeled bags ▸ Asbestos warning ▸ Generator name & address ▸ Active landfill with asbestos area ▸ Trench, covered daily	▸ Wet removal ▸ Containerize in plastic bags or "burrito wrap" ▸ Labeled bags ▸ Asbestos warning ▸ Generator name & address ▸ Removal intact to C&D (or active landfill)

Ancillary Services

In addition to the host of standard debris management equipment that we have access to, AshBritt maintains supplementary equipment and facility resources that can be used to support debris removal efforts via non-traditional methods. **AshBritt is a full-service emergency disaster response contractor**. We can coordinate and deliver turnkey emergency response, environmental remediation, recovery, and restoration services whenever needed. Through our resources and teaming partners, we ensure that these vital services are delivered expeditiously and professionally. We have outlined how some of these resources can be used to better support Johnson County on the following pages.

Full-Service, Turnkey Base Camps – One of AshBritt's logistical specialties is the provision of full-service, turnkey base camps. The table below documents the numerous unique services AshBritt has provided in response to border support services, earthquakes, hurricanes, COVID-19, and wildfires.



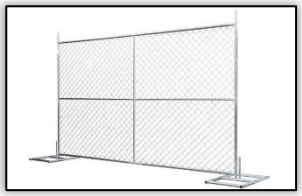
SUMMARY OF PAST TEMPORARY SUPPORT FACILITY/BASE CAMP OPERATIONS			
Service(s)	**Year**	**Event/Project Description**	**Client**
Office Trailers and Volunteer Village	2024	Hurricane Milton	Florida Division of Emergency Management
Base Camps (2), Points of Distribution, and Other Logistical Items		Hurricane Helene	Virginia Department of Emergency Management; Chatham County, GA; Florida Division of Emergency Management
Base Camps (5)	2024	Hurricane Debby	Florida Division of Emergency Management (Ocala and Suwanee, Taylor, and Madison Counties)
Base Camp	2023	Hurricane Idalia	Florida Division of Emergency Management (Suwannee County, FL)
Comfort Stations	2023	Historic Flooding	City of Fort Lauderdale, FL

SUMMARY OF PAST TEMPORARY SUPPORT FACILITY/BASE CAMP OPERATIONS			
Service(s)	**Year**	**Event/Project Description**	**Client**
Base Camp	2023	Tornado Response	Texas Division of Emergency Management
Border Support Base Camp (ongoing)	2023	A full-service support camp for the U.S. Army Airborne Division & Florida Highway Patrol Department	Florida Division of Emergency Management (Monroe County, FL)
Base Camps (3)	2022	Hurricane Ian	Florida Division of Emergency Management (Charlotte, Leon, and Lee County, FL)
Vaccination Sites (8)	2020	COVID-19	Florida Division of Emergency Management
Vaccination Sites (Mobile) (10)	2021	COVID-19	Harris County, TX
Monoclonal Antibody Infusion Centers (3), Alternate Care Sites (2)	2021	COVID-19	Texas Division of Emergency Management
Buildout of Vaccination Sites (mobile and fixed)	2021	COVID-19	Virginia Department of Health
Buildout Vaccination Sites (mobile and fixed) (72 Cities)	2021	COVID-19	FEMA National Vaccination Program
Management of Vaccination and Testing Sites (temporary structures, mobile and fixed)	2021	COVID-19	Virginia Division of Emergency Management
Buildout of Monoclonal Antibody Infusion Centers	2022	COVID-19	State of Nevada
Establishment of Monoclonal Antibody Infusion Centers (8)	2021	COVID-19	Louisiana Department of Health
Establishment and Management of Alternate Care Shelter Site	2020	COVID-19	Massachusetts Emergency Management Agency
Base Camps	2017	Hurricane Irma	Monroe County, FL
Base Camps	2017	Hurricane Irma	Collier County, FL
Shelter Site	2016	Blue Cut Fire	San Bernardino County, CA
Base Camps	2010	Haiti Earthquake	Haiti

OTHER ANCILLARY SERVICES		
Scope	**Description**	**Recent Applicable Experience**
 **Emergency Water/Ice**	Water in gallons, 2-liter bottles, or bulk potable water tankers; bagged ice (50-100lb); and/or reefers/fridges delivered to central distribution points. Logistical managers and Point of Distribution supervisors oversee the orderly distribution and tracking of provisions.	**2024 (Hurricane Helene)** Emergency water to Asheville, NC **2023 (Florida Flooding)** Water & Ice for the City of Ft. Lauderdale, FL **2017 (Hurricane Harvey)** Water & Ice for TX Jurisdictions
 **Mobile Kitchen & Shower Units**	As an extension to camps, these units may serve local relief representatives, workers, volunteers, and residents. They can be delivered, set up, and powered by generators. Multiple configurations and outputs are available. Full oversight and maintenance of facilities are included.	**2024 (Hurricanes Milton and Helene)** Kitchen and shower units provided to support base camps in FL and VA **2022 (Hurricane Ian)** Mobile Kitchen & Shower Units throughout FL **2017 (Hurricane Irma)** Mobile Kitchen & Shower Units for Monroe County, FL **2016 (Blue Cut Fire)** Portable Toilets & Showers for San Bernardino County, CA
 **Crew Bunk Modules**	We can provide an extensive fleet of mobile sleeper trailer units designed to provide safe, climate-controlled, private sleeping accommodations for multiple personnel in remote worksite locations where traditional lodging and services are unavailable	**2024 (Hurricanes Milton and Helene)** Sleeper units provided to support base camps in FL and VA **2022 (Hurricane Ian)** Sleeper units to support multiple base camps for FDEM
 **Portable Restroom Facility**	Mobile Portable restrooms are provided at a ratio of one toilet to 20 occupants. Separate male and female facilities are provided at all camps. Accessible restroom facilities are provided for persons with access or functional needs. Wastewater collection removal, daily cleaning/ sanitizing, and preventive maintenance of all equipment are included.	**2024 (Hurricane Helene)** Support for a 300-person base camp for FDEM **2024 (Hurricane Debby)** Support multiple base camps for FDEM **2023 (Border Support)** Shower Units at Florida Keys Base Camp **2022 (Hurricane Ian)** Shower Units throughout FL

OTHER ANCILLARY SERVICES		
Scope	**Description**	**Recent Applicable Experience**
 **Portable Laundry Facility**	Laundry facilities vary in size but will include at least four (4) full-size commercial washing machines and four (4) full-size commercial dryers in each trailer with proper ventilation, electricity, and lighting. AshBritt shall provide electricity. If the City cannot supply water, AshBritt will supply water through a water supply truck.	**2024 (Hurricane Helene)** Support for a 300-person base camp for FDEM **2024 (Hurricane Debby)** Support multiple base camps for FDEM **2023 (Border Support)** Laundry Units at Florida Keys Base Camp **2022 (Hurricane Ian)** Laundry Service at FDEM base camps
 **Medical Response Services**	AshBritt can establish and operate fully staffed medical shelters, offering services like Monoclonal Antibody Therapy and general low-level acuity care, as seen during the COVID-19 pandemic.	**2019 – 2022 (COVID-19)** Infusion centers, alternate care facilities, and vaccination centers in the states of FL, MS, TX, VA, NJ, KY, MD, MA, IN, NC, ME, WI, AL, MN, VT, MI, NH, PA, and LA.
 **Canteen, Commissary, and Meals Ready-to-Eat (MRE)**	Full canteen and commissary services that serve hot breakfast, lunch, and dinner, as well as mid-rations, can be established and expanded to support local relief representatives, workers, volunteers, and residents. MREs and heated meals can also be systematically distributed.	**2024 (Hurricanes Milton and Helene)** Canteen/commissary provided to support base camps in FL and VA **2020 (COVID-19)** Emergency meal delivery to FDEM **2017 (Hurricane Harvey)** MREs to TX Jurisdictions
 **Emergency Power Generation**	Temporary power generation for critical facilities can be delivered, set up, and maintained if the regular power supply is disrupted. Emergency light towers can be provided and distributed throughout the affected area and work sites	**2024 (Hurricane Helene)** Generators for the VA Department of Emergency Management **2023 (Florida Flooding)** Generators for the City of Ft. Lauderdale, FL **2020 (Hurricane Laura)** Generators to TX jurisdictions **2017 (Hurricane Irma)** Generators to Florida jurisdictions

OTHER ANCILLARY SERVICES		
Scope	**Description**	**Recent Applicable Experience**
 **Light Sources**	Light and power sources are available. Ashbritt can supply these items to multiple locations simultaneously without interruption.	**2024 (Hurricanes Milton and Helene)** Light sources provided to support base camps in FL and VA **2024 (Warehouse Fires)** Light sources to support fire suppression efforts in VA **2023 (Florida Flooding)** Light towers for the City of Ft. Lauderdale, FL
 **Satellite Service / Communication Infrastructure**	Satellite telecommunication services can be provided, based on the magnitude of the event and the scope of the damage. Services will support telephone and online internet access. Various equipment/configurations are available, depending on the scenario.	**Utilized and available throughout all projects**
 **Emergency Fuel Supply**	Through strategic coordination and partnerships with wholesale fuel distributors, fuel can be immediately provided, when needed, to maintain the continuity of vital services.	**2024 (Hurricane Helene)** Fueling mission for the VA Dept of Emergency Management **2024 (Wildfires)** Fueling mission for the VA Dept of Emergency Management **2017 (Hurricane Irma)** Fuel Trucks for Collier County, FL **2016 (Blue Cut Fire)** Fuel trucks for San Bernardino County, CA
 **Water Truck Service**	Provide and hook up a potable water supply to stationary facilities for mobile units (e.g., mobile showers, restroom facilities, laundry facilities, and mobile kitchens).	**Utilized Across Various Base Camp Projects**
 **Mobile Refrigeration**	Our refrigerated trucks/trailers are uniquely designed assets for transporting perishable goods such as fruits, vegetables, seafood, meat, etc, and pharmaceutical products. These types of products are chilled or frozen for preservation during shipment. They are typically 40' or full 53' Reefer Trailers.	**Utilized Across Various Base Camp Projects**

OTHER ANCILLARY SERVICES		
Scope	**Description**	**Recent Applicable Experience**
 **Temporary Offices, Warehousing, and Container Storage**	Mobile command centers, temporary offices, critical document and asset warehousing, and storage containers (CONEX or other) can be supplied in any configuration to meet local needs. Temporary prison facilities can also be delivered and maintained.	**2024 (Hurricane Milton)** Office trailer for the FL Division of Emergency Management **2023 (Florida Flooding)** Multiple command centers for the City of Ft. Lauderdale, FL
 **POD Manpower & Equipment**	All necessary manpower, management, equipment, and supplies (i.e., forklifts, pallet jacks, lighting, hygiene stations, traffic devices, trash collections, etc.) can be supplied. Community relations, security personnel, or other provisions needed to safely and efficiently deliver water, ice, meals, tarps, food supplies, or any other commodity may be employed.	**2024 (Hurricane Helene)** 2 PODs for Chatham County, GA **2010 (Haiti Earthquake)** Site Security Team, lighting, and hygiene stations provided for Haiti
 **Temporary Fencing**	Temporary fencing is employed during most debris operations, either to preserve logistical sites or secure DMS.	**Utilized and available throughout all projects**
 **Emergency Barge Transport**	When major bridges and access routes to areas surrounded by water are damaged, and transportation is impeded due to disaster damage, Ashbritt can transport vital equipment and supplies by barge.	**2022 (Hurricane Ian)** Daily transport barges for debris at North Captiva Island, FL **2010 (Haiti Earthquake)** 15 shipments of heavy equipment to Haiti
 **Emergency Roof Tarping and Repair**	We can coordinate temporary roof patching when permanent repairs cannot be immediately implemented, mitigating against further damage. Multiple experienced crews can be deployed, and tarps can be distributed to residents from Points of Distribution.	**2004 (Hurricane Charley)** Emergency roof repairs for Charlotte County, FL EOC.

OTHER ANCILLARY SERVICES		
Scope	**Description**	**Recent Applicable Experience**
 **HVAC**	Comprehensive implementation of temporary HVAC support. For the City of Fort Lauderdale, this resulted in the installation of a 400-ton chiller to deliver temporary cooling capabilities to City Hall.	**2023 (Florida Flooding)** Chiller installation for the City of Ft. Lauderdale, FL
 **Fire Suppression Support**	Water trucks and personnel can be provided, as necessary, to augment local water supply systems. Ashbritt has access to trucks with minimum capacities of 2,000 gallons that are filled and outfitted with valves compatible with fire hose connections, meeting National Fire Protection Association (NFPA) standards.	**2024 (VA Warehouse Fires)** Emergency personnel, facilities, and equipment **2024 (Quaker Run Fire)** Emergency equipment for the VA Dept of Emergency Management
 **Sewer/Catch Basin Clearing**	Removal of disaster-generated sediment/debris from stormwater sewer systems aids in the prevention of secondary flooding. The clearing is typically accomplished using industrial Vac Trucks.	**2024 (Hurricane Milton)** Catch basin clearing throughout Charlotte County, FL **2023 (Florida Flooding)** Vac Trucks - Ft. Lauderdale, FL **2022 (Hurricane Ian)** Vac trucks - Collier County, FL **2018/2017/2016/2015 (Flooding Event)** Vac Trucks - Hidalgo County, TX **2018 (Flooding Event)** Vac Trucks - Charleston, SC
 **Oil Spill Recovery**	AshBritt can deploy booms and utilize other methods to mitigate the spread of an oil spill	**2010 (Oil Spill)** Deployed and maintained 106,000 linear feet of oil deflection boom for Bay and Gulf County, FL.

OTHER ANCILLARY SERVICES		
Scope	**Description**	**Recent Applicable Experience**
 **Marine Recovery and Debris Removal**	We can conduct underwater search and rescue, vessel recovery, underwater welding and salvage, and debris removal from canals and waterways. We are also able to deploy divers, remotely operated vessels (ROV), barges, and landing craft as work platforms for equipment and supply transport.	**2024-25 (Hurricane Helene)** 6 million+ CY of waterway debris removed in NC for USACE **2022 (Hurricane Ian)** Waterway debris removal throughout Southwest FL for FDEM **2017 (Hurricane Irma)** Waterway debris removal throughout Collier County, FL **2012 (Hurricane Sandy)** Waterway debris and Vessel removal throughout the State of New Jersey and New York City
 **Dredging**	Mechanical and hydraulic dredging of canals, marinas, and navigable waterways	**2012 (Hurricane Sandy)** Dredging mission throughout the State of New Jersey.
 **Mass Decontamination**	Decontamination of buildings and facilities after the detection of bio/chem toxic, harmful agents.	**2020 (COVID-19)** Decontamination of schools in Miami, FL.
 **Drying in Services**	Emergency dry-in of public facilities, including the removal and disposal of affected building materials, securing structural openings, dehumidification, and moisture abatement.	**2023 (Florida Flooding)** Drying in services for the City of Ft. Lauderdale, FL **2008 (Hurricane Ike)** Building restoration for `17 government buildings for Orange County, TX.
 **Mold Remediation**	Identification and remediation of mold in buildings and facilities.	**2017 (Hurricane Harvey)** Mold remediation services for Orange County, TX

OTHER ANCILLARY SERVICES		
Scope	**Description**	**Recent Applicable Experience**
 **Ice/Snow Removal and Salt Spreading**	When winter storms are imminent, AshBritt can deploy teams to preemptively spread salt along roadways. If needed, we also have the equipment to provide emergency ice and snow removal services.	**2025 (Severe Winter Storms)** Salt spreading and snow plowing (GA, KY, and VA) **2017 (Winter Storm Helena)** Salt spreading for Atlanta, GA **2015 (Winter Storms Remus and Octavia)** Salt spreading for Atlanta, GA **2014 (Winter Storms Pax and Leon)** Salt spreading for Atlanta, GA
 **Derelict Vehicle, Boat & Vessel Containment & Disposal**	Removal, transport, and disposal of abandoned vehicles, boats, and other vessels to include aggregation staging, inventorying, and indexing for easy location and retrieval. Information dissemination, owner contact, and supplemental investigations for proper disposition will be conducted, as well as decontamination and recycling of vehicles and vessels. AshBritt has significant experience removing abandoned vehicles.	**2024-25 (Hurricane Helene)** Flooded vehicles removed in NC for USACE **2022 (Hurricane Ian)** Vehicle and vessel removal throughout Southwest FL for FDEM **2017 (Hurricane Matthew)** 33 Vessels were removed throughout Beaufort County, SC **2012 (Hurricane Sandy)** 3,503 vehicles were removed throughout New York City
 **Dead Animal, Livestock, Fish Collection**	Collect and lawfully dispose of animal, bird, and fish carcasses from public property and ROWs. Specific management protocols for diseased carcasses will be subject to approval by the Kansas Division of Environment. Unlike other debris, in some cases, infectious waste may need to be treated on-site before being transported. Specialized crews are dispatched to specific locations where remains have been identified to collect, haul, and dispose of all carcasses as directed by the jurisdiction.	**2018 (Red Tide)** 87,000 Lbs of dead fish removed due to red tide in St. Lucie County, FL **2015 (Red Tide)** 10,000 Lbs of dead fish removed due to red tide in Longboat Key, FL

OTHER ANCILLARY SERVICES		
Scope	**Description**	**Recent Applicable Experience**
 **Printing, Development, and Distribution of Emergency Communications**	We can develop, print, and distribute emergency communications, including door-to-door delivery. We can also prepare posterboards, note cards, interactive floor decals, tablecloths, and other items for display at various logistical sites.	**2020-2022 (COVID-19)** AshBritt's Kid COVID Collaboration Series spanned across all of our vaccination projects (e.g., VA, FL, TX, etc.) **2020-2022 (COVID-19)** Autism Speaks Autism Friendly Vaccine Experience Tool Kit is a set of educational materials appropriate for customer-facing and operational staff to use at AshBritt COVID-19 vaccination sites across the U.S.

QUALITY CONTROL PLAN

AshBritt has developed a Quality Control Plan (QCP) that addresses our response and control procedures for all debris removal, reduction, and disposal operations, including work by subcontractors. This QCP has been developed over years of working with various municipalities, co-ops, State emergency management organizations, and USACE. We have utilized this plan on multiple state and federal-level projects and can ensure the County that it will be carried out as described below.

Quality Control Organization (QCO)

We know that one of the most important factors in implementing a successful QCP is our QC Team's understanding of and familiarity with every component of the plan. Therefore, we are committed to allocating the resources necessary to implement a superior training and education program to ensure that our team members maintain expert knowledge of the QCP.

The QCO consists of one Quality Control Manager (QCM), a Quality Control Supervisor (QCS), and various Quality Control Representative (QCR) positions (as necessary) to meet the scope requirements. All QC personnel will be familiar with all active plans and specifications, including any revisions, changes, and amendments thereto. The QCM, QCS, and QCR(s) will have a complete understanding of the latest pertinent local, state, and FEMA guidelines, regulations, and administrative policies. The QCM also acts as the compliance manager of the contract.

Our commitment to Quality Control training is emphasized by the QCM and QCS's involvement with training newly hired QCRs for each project. AshBritt has developed a training program for all QCR positions at all levels. Our training program includes:

- QCR activities
- QCP familiarization
- Debris eligibility
- Non-compliance issues
- Partnering with Government
- QA personnel
- Ethics
- Stewardship of tax dollars
- Professionalism

QUALITY CONTROL REPRESENTATIVE DUTIES

Oversee

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

Enforce

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

Execute

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

Coordinate

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

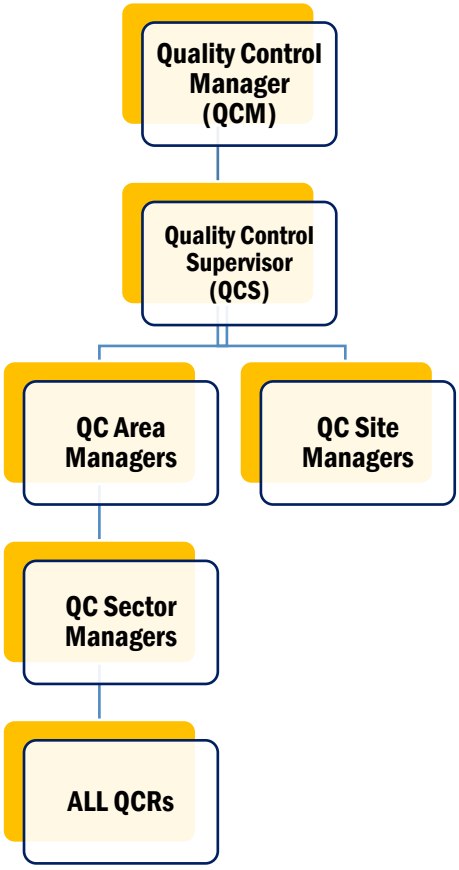
Essential Function

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

AshBritt has a separate specialized training program for QC Site Managers at debris loading, separation, reduction, and disposal sites, and those dealing with HHW and HTRW activities. All training materials will be submitted with the QCP for review and comment by the County if requested.

In a wide-scope project, the QCO consists of a QC Area Manager (who is also the Task PM); an Assistant QC Area Manager; QC Sector Manager(s); QC Site Manager(s); and Specialized QC Personnel. These QC personnel have dual duties for the duration of the project, and all perform a support and assistance function for the Mission Safety and Task Safety Managers. All AshBritt personnel and subcontractors are responsible to the QCM. The QCM and all personnel are required to take on quality control duties to assist in overall operational oversight.

To ensure the QCP is properly implemented, the QC Area Managers will meet with the County weekly, at a minimum, to spot-check random work areas and DMS locations for safety and quality control compliance. At these meetings, the QC Area Managers and the County shall discuss and track any deficiencies that are occurring within the QCO. Any deficiencies are dealt with by the QCO and corrected to the satisfaction of the County. Each deficiency will be tracked on a deficiency-tracking log, and the QCSM will ensure that weekly tailgate meetings are held to address the deficiencies and correct them within the organization. Binders are maintained, tracking each of the deficiencies as discussed by the QC Area Manager and the County, documenting the corrective action that was taken by the QCO.



Separation/Handling of Curbside Debris

Vegetation and C&D Debris – AshBritt follows best management practices to maximize the diversion of recyclable material by sorting curbside before loading and hauling. This is done to keep mixed loads to a minimum. However, it is important to note that, due to work environment and safety concerns, it may not always be possible to sort this debris curbside if it has not been done so by the property owner. In such cases, the debris is sorted once it has been taken to the DMS(s).

HHW, White Goods, E-Waste – HHW debris will be transported, stored, and disposed of as specified by the County. All white goods products (e.g., refrigerators, freezers, etc.) will be delivered to collection points as specified by the County. Individuals with the proper credentials or licenses will remove the chemicals or fluids before disposal or recycling. Debris separation crews will separate e-waste so it can be removed and disposed of as specified in the task order, and compliance with all local, state, and federal laws, regulations, policies, and rules.



Environmental Controls

Importantly, our QCM will ensure the implementation of vital environmental and infrastructure protection measures and pollution controls, such as:

- All environmental materials handling and land-use permits and licenses must be procured, and regulatory updates disseminated, before operations.
- Field staff and subcontractors must work to protect and preserve the surrounding ecosystem and natural habitats, and consider implications to surface and groundwater, air quality, and soil control

and ground cover; fish and wildlife; designated historical areas; and community living areas.
- Field staff and subcontractors must work to reduce the environmental impacts of collecting and containing hazardous debris materials.

Our QCP also mandates that management staff consider the following when working with the County to establish a DMS and reduction methods:

- Proximity to occupied dwellings and safety buffer zone availability.
- Location and distance from water bodies, such as rivers, lakes, streams, or wetlands.
- Accessibility and closeness of obstructions and power lines.
- Presence of on-site underground utilities or storage tanks.
- Stability of soil strata and erosion and sedimentation control.

The various methods of debris processing and handling are also evaluated according to our plans, such as:

- Air curtain incineration and open burning impacts (with attendant testing and disposition of ash).
- Grinding impacts (with attendant considerations of noise, dust, particulate matter, disposition, and beneficial reuse).
- Storage, decontamination, and recovery of white goods (i.e., refrigerant-containing appliances that require special handling) and recycling of such.
- Household hazardous waste storage, containment, and approved disposal.
- Hazardous materials containment, storage, remediation, and approved disposal.

Lastly, the QCM will work with DMS management to ensure that all attendant soil and ash testing is completed under federal and state environmental guidelines with the closure and restoration of a DMS. Any remediation and monitoring will be coordinated with state and federal environmental protection agencies. AshBritt management and staff, through constant communication and training, stay apprised of current Environmental Protection Agency (EPA) specific guidelines, rules, and laws as they relate to disaster recovery and debris management. We also stay informed through our work on other special environmental projects, which often correlate with disaster recovery work, and through our association, affiliation, and contacts with the American Public Works Association (APWA)—various Chapters and the Solid Waste Association of North America (SWANA).

Protection of Infrastructure

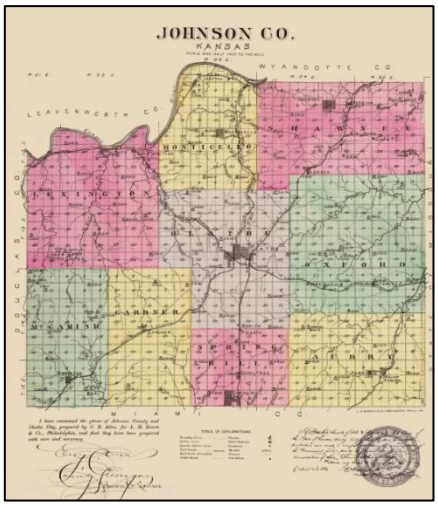
In residential and commercial areas, care needs to be exercised to minimize damage to trees, shrubs, landscaping, and general property. AshBritt uses equipment and performs work in a manner to prevent damage to publicly and privately owned infrastructure, facilities, and adjacent ROW, including all landscaped areas. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Special awareness is exercised as to what may be hidden in the curbside debris piles.

AshBritt will repair any damage that is deemed negligent and beyond the normal "wear and tear" caused by standard operations. **Repairs will be completed promptly at no additional cost to the government.** Damage will be repaired using the following protocol:

1. The QCR shall immediately notify the QCS and QCM and fill out a Damage Report onsite.
2. The QCS will log the deficiency, and the QCM will notify the City.
3. The damage will be assigned for immediate repair.
4. Once repaired, the QCM will update the Deficiency Tracking Log with information regarding the corrective action.
5. AshBritt will obtain a signed unconditional release from the property owner.
6. A signed copy of "AshBritt Property Damage Unconditional Release" will be provided to the County once executed.

HISTORIC PRESERVATION PLAN

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



Johnson County Historic Districts

Laws, Regulations, and Guidelines

- **Section 106 of the National Historic Preservation Act (NHPA)** requires federal agencies (or other entities receiving federal funding) to identify and evaluate historic properties eligible for listing on the National Register of Historic Places in consultation with the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) and any Indian Tribe or NHO that attributes religious and cultural significance to historic properties that may be affected by our operations.
- **2 C.F.R. § 200.300** requires that FEMA review each Public Assistance project to ensure that the work complies with the NHPA.
- FEMA's **Public Assistance Program and Policy Guide** outlines environmental and historic preservation considerations for all emergency work to be funded by Public Assistance
- The **Kansas Historical Society's Historic Preservation Plan (2017-2022)** includes multiple resources and organizations that can be consulted for work involving historic properties.

Federal, State, and Local Resources

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

YOUR STORIES OUR HISTORY | KANSAS HISTORICAL SOCIETY

The **Kansas Historical Society**, home to the **State Historic Preservation Office (SHPO)**, works with issues related to historic buildings and structures, associated programs and tax incentives, and archeology. The SHPO helps to preserve, protect, and honor the cultural, historical, and archeological resources of Kansas.

JOHNSON COUNTY HISTORICAL SOCIETY

Johnson County Historical Society, as a non-profit corporation, intends to preserve and interpret the history of Johnson County, Kansas. Their objectives include, but are not limited to: promoting public participation in local historical preservation and heritage commemoration; recognizing exceptional historic preservation; publishing materials on Johnson County, Kansas history; preserving and interpreting selected historic landmarks; providing community education in areas of local history and culture; and collaborating with relevant heritage organizations.

Pre-Disaster Planning and Preparation

When it comes to FEMA Public Assistance (PA) eligibility for debris operations following declared disasters, applicants are responsible for ensuring that their work complies with applicable federal historic preservation laws. FEMA will review each PA project for such compliance; however, these reviews most often occur *after* the work has been accomplished. There is no guarantee that FEMA Environmental & Historic Preservation (EHP) representatives will be available to provide eligibility guidance during operations. Thus, it is integral that we pre-establish working relationships with other authorities, such as the SHPO, local Tribes, or EHP consulting firms, to pre-identify any districts or sites of concern and build partnerships that can be utilized during disaster operations.

AshBritt will ensure that we always have an up-to-date register by:

- Verifying the current listing with our local counterparts during annual pre-disaster training sessions.
- Comparing the existing register to the most up-to-date NRHP.
- Reaching out to the SHPO and FEMA Region 6, EHP Division (if available) to ensure our listing is as conclusive as possible**.**

Pre-identifying historic and archeological sites and districts will allow us to better identify locations for potential DMS placement and flag areas of concern before operations begin.

Maintaining Historically Conscious Operations

We know that when conducting debris operations, common areas of historic preservation concern include:

- Placement of DMS locations.
- Permanent storage or disposal of debris.
- Work in bodies of water.
- Removing debris from or demolishing sites that may have historic significance (e.g., buildings eligible for the NRHP, certain PPDR endeavors, etc.).
- Other ground disturbance (e.g., root ball removal, use of heavy machinery near sensitive areas, etc.).

Accordingly, AshBritt and our subcontractors will follow the guidelines below while operating in the County's jurisdiction:

- **Notify Field Staff of Historic Districts/Sites Before Operations**
  - All field staff will be made aware of pre-identified districts and sites that require specialized oversight before deploying.
- **Avoid Damaging or Altering Historic Sites**
  - We will take all necessary precautions to avoid damaging historic sites, including using specialized equipment and techniques where needed.
  - We will never establish a DMS in a pre-identified historic district or on a pre-identified historic site.
  - We will avoid new ground disturbance where possible**.**
- **Consult With Historical Preservation Experts**
  - We will consult with historical preservation experts and local authorities whenever a task assigned by the County involves risk to a historic site *before* beginning work.
  - If historic relics, artifacts, or remains are found at a worksite, we will immediately halt operations and contact them to allow for further evaluation.

- **Obtain Necessary Approval and Permitting for Historic Sites**
  - We will never alter or demolish any site without approval from the County.
  - We will obtain approval and necessary permitting in instances where new ground disturbance is unavoidable.
- **Document Work in Historic Districts or Historic Sites**
  - If tasked with demolishing a structure that may be eligible for the NRHP (i.e., 50 years or older) but not currently registered, we will fully document the endeavor by photographing all sides of the structure before removal and recording all interactions/correspondences with the appropriate authorities.
  - When tasked with working in historic districts or at historic sites, we will prepare and maintain documentation that may be required for Section 106 NHPA reviews, such as site maps, photographs, surveys, permits, correspondence with regulatory agencies, etc.



Section 106 Assistance

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

DISPOSAL AND EVENT CLOSURE

Recycling and Final Disposal



Major disasters can yield massive and unwieldy amounts of debris. It is important when planning for the disposition of disaster debris to remain environmentally conscious and to maximize, to the greatest extent possible, the diversion of debris from disposal in landfills. With sufficient pre-planning, more options can be made available for the potential to recycle or to find beneficial uses for a greater percentage of the disaster debris stream. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources, and potentially reduce the costs of the overall recovery.

We will employ a variety of means to lessen the burden on local landfills and to encourage the recycling and reuse of debris. AshBritt's responsible approach to reducing our environmental burden resonates through our corporate vision and is accomplished in an environmentally responsible manner through landfill diversion, waste reduction, reuse, and recycling. Our Corporate Sustainability Program conserves biodiversity and promotes the preservation of natural resources and valuable landfill airspace for future generations.

Below are the main debris classifications for processed material and potential methods for recycling/disposal.

Debris Type	Recycling/Disposal Method(s)
Vegetative Mulch	► Agricultural Applications: Ground or chipped vegetative debris can be used as mulch in farming and gardening, suppressing weeds, retaining soil moisture, and enriching the soil as it decomposes. ► Waste Conversion to Energy: Woody biomass can be used as a feedstock for biomass power plants, generating renewable energy through combustion or gasification. ► Vegetative Waste Receiving Facility: These specialized facilities are designed to process large volumes of green waste through chipping, grinding, and composting. The resulting material can be used for landscaping, soil amendment, or other beneficial purposes. ► Landfill Cover: In some cases, processed vegetative debris can be used as a daily or final cover material in landfills, helping to control erosion and suppress odors. ► Erosion Control: Chipped or shredded vegetation can be spread on slopes or disturbed areas to prevent soil erosion caused by wind and water.
Ash from Incineration Operations	► Agricultural Applications: Depending on its composition and after proper testing to ensure safety, ash can sometimes be used as a soil amendment, providing nutrients like potassium and phosphorus. ► Landfill: Incineration ash that does not meet the criteria for beneficial reuse is typically disposed of in permitted landfills.
C&D Debris	► Recycling Facility: C&D recycling facilities sort and process various materials like wood, concrete, metals, asphalt, cardboard, and drywall. These materials are then cleaned, crushed, and prepared for reuse in new construction projects or other applications. ► Landfill: Non-recyclable C&D debris is disposed of in landfills specifically permitted to accept this type of waste.
Hazardous Materials	► Recycled: Some hazardous materials, such as certain metals and batteries, can be recycled through specialized processes to recover valuable components. ► Incinerated: Certain hazardous wastes are incinerated at high temperatures in permitted facilities to destroy them. ► Landfill (Appropriately Permitted): Hazardous wastes that cannot be recycled or incinerated are disposed of in specially designed and permitted hazardous waste landfills, which have stringent containment measures to prevent environmental contamination.
White Goods	► Recycling Facilities for Metals and Refrigerants: Appliances like refrigerators, washing machines, and ovens are processed to recover valuable metals (steel, aluminum, copper). Refrigerants are carefully extracted and managed to prevent ozone depletion. ► Proper Disposal of Non-Recyclable Components at Permitted Landfills: After the removal of recyclable materials and any hazardous components (e.g., PCBs in older appliances), the remaining non-recyclable parts are disposed of in permitted landfills.
E-Waste	► Specialized Electronic Waste Recycling Facilities for Material Recovery:

Debris Type	Recycling/Disposal Method(s)
	These facilities dismantle and process electronic devices (computers, phones, televisions) to recover valuable metals (gold, silver, copper, platinum), plastics, and glass. ► Proper Handling and Disposal of Hazardous Components According to Regulations: E-waste often contains hazardous substances like lead, mercury, and cadmium. These components are carefully handled and disposed of according to environmental regulations to prevent harm to human health and the environment.
Vessels & Vehicles	► Dismantling and Recycling of Metals and Other Recoverable Components at Permitted Facilities: End-of-life boats and vehicles are dismantled to recover metals (steel, aluminum), plastics, and other reusable parts. ► Proper Draining and Disposal of Fluids (Fuel, Oil): Before dismantling, all fluids, including fuel, oil, antifreeze, and brake fluid, are drained and managed according to environmental regulations. ► Landfill Disposal of Non-Recyclable Materials per Local, State, and Federal Regulations: Components that cannot be recycled are disposed of in permitted landfills following all applicable regulations. This may include fiberglass boat hulls or certain vehicle parts.

DMS Restoration and Closeout

After all debris is removed from the DMS, we will restore the site to pre-use condition or better. First, we will remove all equipment and site resources, such as the inspection tower and any fencing or erosion control devices. We will then finalize the environmental baseline data checklist to verify that the work did not alter the soil or air in any adverse manner. AshBritt's DMS Manager and Operations Manager will conduct a final closeout inspection with a County representative, and execute a final release upon determination that the site meets approval criteria. AshBritt shall prepare and maintain before and after documentation (e.g., photographs, soil sampling, water sampling, etc.) to demonstrate that the DMS was properly closed. We will also obtain written approval from the County confirming that the site has been properly closed and has been returned to its pre-disaster condition.






DOCUMENTATION MANAGEMENT

Project Reconciliation

Our mission is not over after the DMS has closed. Our team will remain on standby to help resolve any outstanding issues that the County may be presented with concerning our work, such as FEMA eligibility evaluations and audits. We will also ensure that the lessons learned from our project are noted and applied to future projects.

The accurate and efficient documentation and invoicing of recovery activities are vital to a successful recovery mission and the attendant reimbursement process. Although federal and/or state reimbursement for emergency efforts can lag, our experience working on hundreds of disaster projects has affirmed that preparing, organizing, and submitting proper documentation to the appropriate authorities will speed up the delivery of funds. We use our records and reporting system to ensure that recovery progresses, and reimbursement is obligated as quickly as possible. The County will be able to access our records and reporting system to monitor applicable projects and track all work being done, from the ROW to the DMS(s), ensuring a smoother reimbursement process.

The Data Capture Process for Debris Operations

> "A load ticket provides the most comprehensive information and a paper trail for FEMA PA program reimbursement." – *Public Assistance Debris Monitoring Guide* (2021)

Loading and Ticketing:

- Monitors record location, truck info, and debris type, and verify quantities at loading sites.
- Carbon copies of completed tickets are distributed for record-keeping.

Data Entry and Processing:

- Tickets are scanned and uploaded to our data management system.
- Manual and system checks ensure accuracy before payments are processed.
- Paper and electronic invoices are provided to subcontractors for streamlined reconciliation.
- *The process of scanning paper tickets and entering them into the system is eliminated when an ADMS system is used.*

Reporting:

- Variance reports identify and correct any data entry errors.

Ensuring Accurate Tracking and Reporting for FEMA Reimbursement

Following a disaster, securing FEMA reimbursement for debris management can be crucial to the success of recovery efforts. AshBritt understands this and implements a multi-pronged approach to ensure accurate tracking and reporting of all debris removal activities:

- **Coordination with Debris Monitors:** We work closely with client representatives and assigned debris monitors to document the debris removal process according to FEMA guidelines. This includes volume estimations, debris characterization (type and size), truck certifications, accurate load ticket data, and photographic evidence. We cross-reference our data with the debris monitor's data to ensure accuracy and eligibility.
- **FEMA Expertise:** Our team has a deep understanding of FEMA's Public Assistance program, particularly the requirements for debris removal documentation and eligibility. We ensure all collected data meets FEMA's standards for a smooth reimbursement process.

- **Project Management Software:** AshBritt utilizes advanced project management software to meticulously track debris removal activities. This software allows for real-time data collection, geospatial mapping of debris locations, and clear documentation of the debris removal process. Our comprehensive data allows for accurate reporting to FEMA, maximizing the County's chances of reimbursement success.

AUDIT AND AFTER-ACTION SUPPORT

We support our clients facing eligibility reviews and audits by adhering to the following standards:

1st Level of Support: Avoid Conflicts
► Know the rules and comply with them. ► Follow federal procurement guidelines. ► *Document*. Get it all in writing. ► Be thorough - no incomplete paperwork. ► Track all project costs.
2nd Level of Support: Audit Interfacing
► Validate project data continually throughout the recovery process. ► Use multi-part forms as "checks and balances." ► Scan and record all project paperwork for efficient filing and reference. ► Implement data swaps and cross-checking exercises. ► Perform pre-invoice reconciliations to ensure accurate billing and supporting backup data. ► Use common data formats and flow processes.

Our Technical Assistance Team will be available if the County requires direct assistance in these matters. Our team can decipher requests and ensure that the appropriate documentation is presented to support the work at issue.

After Action Support

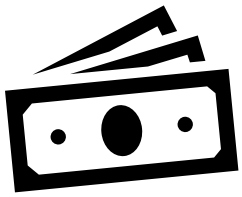
We know that post-disaster discussions regarding performance and lessons learned are integral to a community's successful response to future events. Where AshBritt's Project Management Team is concerned, the end of one project is just the start of another planning and preparedness cycle. We can meet with County staff as soon as practicable to discuss our collective strengths and weaknesses and support the preparation of an After-Action Report. We are eager to participate in the success of future missions.





AshBritt attends an After Action/Hot Wash following Hurricane Ian (May 2023)

Federal Programs Expertise

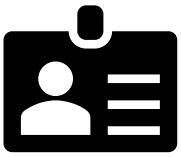


AshBritt's team has intimate knowledge of current regulations and policy pertaining to FEMA's Public Assistance Program, Hazard Mitigation Grant Program, and Fire Management Assistance Grant Program; the Disaster Recovery Reform Act; the Sandy Recovery Improvement Act; the Federal Highway Administration's Emergency Relief Program; and many other relevant federal programs. To guarantee the best results, we have incorporated these programmatic guidelines into every aspect of **AshBritt's Disaster Response Cycle.**

We have expert personnel who administered many of these recovery programs for state emergency management divisions and FEMA. This firsthand experience with program administration allows AshBritt to navigate complex grant procedures and secure maximum funding for our clients, expediting their recovery. We continually work with our clients to maximize their federal reimbursement by assisting them with a variety of necessary quality control checks, including but not limited to:

- Reviewing FEMA Grants Manager Projects (GMP)/Project Worksheets (PW) for accurate Scopes of Work and unit costs.
- Creating a document management plan to process and archive all daily logs and field/contractor tickets generated during the recovery process.
- Performing daily, weekly, and final reconciliation of debris removal ticket ledgers and disposal ledgers (DMS to final disposal), per FEMA requirements.
- Providing FEMA Category A project submittals, including final inspection reports.
- Reviewing project documentation for consistency, compliance, and completeness.
- Assisting with the submission of Requests for Payment, if necessary.
- Making recommendations to County representatives for reimbursement tasks.
- Providing management staff, applicable jurisdictional staff, and elected officials with pre-event training and recovery overview as needed.
- Briefing the County Debris Management Coordinator on the recovery process, critical meetings, required procedures, and the current disaster recovery environment to maximize reimbursements through federal programs.
- Providing recommendations for and assisting with the organization of a community disaster recovery program and team.
- Briefing the local disaster recovery team for key FEMA meetings, including the Applicant Briefing and the Recovery Scoping Meeting.
- Assisting regional staff with the preparation of preliminary documentation for the development of GMPs/PWs, a critical undertaking to ensure full reimbursement.
- Assisting and supporting the local recovery team for as long as needed.
- Providing guidance related to the availability of alternate grants (e.g., NRCS, FHWA, State DOT, et al.) and/or mitigation opportunities, such as the Hazard Mitigation Grant Program (HMGP).
- Conducting an exit interview with community managers and/or local recovery team members.
- Preparing an after-action report for community management.
- Remaining available for after-the-fact assistance and guidance, such as audit responses and appeals.

FEMA's Public Assistance Program



While serving as the industry's leading rapid-response emergency logistics and disaster response contractor for over 32 years, AshBritt has worked alongside both state and federal disaster recovery stakeholders on countless activations. AshBritt also retains staff with specific disaster recovery expertise acquired during past governmental employment that could assist our clients when PA Program eligibility concerns arise.

There are multiple funding sources available to municipalities following a disaster event; however, FEMA is the largest provider of federal disaster assistance funds via the Public Assistance (PA) Program. Once a federal disaster or emergency has been declared, FEMA and state emergency management agencies ("Recipients") work together to administer the PA Program to eligible applicants – states, local, tribal, and territorial governments, and certain private nonprofit organizations. The Recipient presents Applicant Briefings soon after a declaration to inform potential PA applicants of the grant delivery process, programmatic deadlines, general eligibility criteria, and various compliance requirements. Impacted communities should be supported by a strong Recipient who is willing and able to support them when inevitable conflicts arise during the recovery project. PA applicants should be encouraged to document all interactions with their federal counterparts, practice documentation retention, and appeal or arbitrate eligibility determinations that result in the denial of funding. PA eligibility requirements are constantly evolving. Fortunately, AshBritt retains staff with decades of combined state and federal experience administering the PA Program who can assist our clients with eligibility disputes (e.g., cost estimating negotiations, appeals, arbitrations, etc.) that arise during the recovery phase.

AshBritt is attentive to evolving FEMA and the State of Kansas guidance. Below is a list of FEMA policies and training relevant to AshBritt's ongoing and future disaster recovery contracts.

FEMA Policy 104-009-2, *Public Assistance Program and Policy Guide* (PAPPG) Version 5 (issued January 6, 2025)

This guide serves as FEMA's comprehensive program and policy document for Public Assistance Program grants. The latest PAPPG supersedes all previous policies and publications for disasters declared on or after January 6, 2025. AshBritt has thoroughly reviewed this document and the relevant changes to work and cost eligibility requirements for emergency work. Notably, the PAPPG is a living document that is routinely updated. Between the publication of new PAPPG versions, FEMA occasionally issues individual policy updates and fact sheets.

FEMA's Procurement Disaster Assistance Team (PDAT) Guidance

All FEMA awards are subject to the federal procurement standards set forth under the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* found at 2 C.F.R., Part 200. FEMA issued the *Procurement Disaster Assistance Team (PDAT) Field Manual* in October 2021 to provide guidance relevant to these regulatory requirements. Thereafter, the Office of Management and Budget made revisions to the Uniform Rules, relevant to FEMA declarations and awards issued on or after November 12, 2020, that were captured in a FEMA Fact Sheet titled *Purchasing Under a FEMA Award: OMB Revisions.* In addition to attending PDAT's "Procurements Under FEMA Awards" training, AshBritt stays fully apprised of all updates to guiding regulations, policy, and procurement-related eligibility decisions issued via appeal or arbitration.

Disaster-Specific Guidance

With many declared disasters, Federal Coordinating Officers will use disaster-specific guidance that elaborates on new or existing FEMA policies and procedures. Recent examples of this include the multiple variations of COVID-19-related policy that were issued between 2020 and 2022 (e.g., *Coronavirus (COVID-19) Pandemic: Safe Opening and Operation Work Eligible for Public Assistance (Interim), Version 2*; *Public Assistance COVID-19 Medical Care Policy (Version 2)*; *Emergency Non-Congregate Sheltering during the COVID-19 Public Health Emergency (Version 3)*; etc.). AshBritt ensures compliance with any situational guidance that may be issued with each event.

Disaster Recovery Reform Act (2018)

President Trump signed the Disaster Recovery Reform Act (DRRA) into law on October 5, 2018, intending to reduce the complexity of FEMA and build the nation's capacity for catastrophic events. Among other provisions, DRRA:

- Expands on eligible wildfire hazard mitigation activities.
- Authorizes FEMA to provide grants to state or tribal governments to directly administer temporary and permanent housing construction.
- Allows state or local governments that implement cost-effective housing solutions to be reimbursed, under certain conditions.
- Provides PA applicants the right to arbitrate eligibility disputes under certain conditions.
- Requires FEMA to publish a variety of disaster data (implemented via OpenFEMA Data Sets and a monthly Disaster Relief Fund report published on FEMA.gov).
- Prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made under a contract that purports to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General.
- Prohibits FEMA from recovering funds from a local government that received PA funding if the Department of Homeland Security, Office of Inspector General finds that the local government relied on inaccurate information provided by a FEMA Technical Assistance Contractor.

Programmatic and Procedural Updates

To reduce the administrative burden associated with PA Program grants and support rapid recovery for applicants, FEMA has recently instituted simplified procedures that significantly alter pre-existing programmatic standards. These changes were captured in FEMA Policy 104-23-001, ***Public Assistance Simplified Procedures***, and apply to all small projects funded under major disasters and emergencies declared on or after January 6, 2023. Most notably, this policy increases the large project threshold to $1 million. Projects falling under the $1 million threshold will now require less documentation for reimbursement purposes and will not be subject to final cost reconciliation; however, the implications of this procedural change are significant. AshBritt is prepared to assist County staff with any cost estimating and/or project sectoring that may be required for project development following these changes.

The Reimbursement Process

To reimburse an applicant's disaster recovery expenses, FEMA initially develops Grants Manager Projects (GMP) via the Grants Manager Portal. Applicants are instructed to upload all relevant information and documentation needed to support the development of the following: Damage Descriptions and Dimensions (DDD); the project's Scope of Work (SOW); and estimated or actual costs. For debris removal, the following information and documentation will likely be required:

- Documentation demonstrating that debris removal is in the public interest.
- Estimated debris quantities by type (e.g., vegetative, C&D, vessel wreckage, etc.).
- GPS coordinates for debris locations. FEMA uses these coordinates in various eligibility determinations (e.g., private vs. public property, public roads vs. ROWs, unimproved property, etc.).
- Photographs of debris impacts.
- Location of temporary reduction sites and permanent disposal sites.
- Permits for reduction and disposal sites.
- Quantities of debris removed, reduced, disposed of, and recycled (by type) with load tickets to support quantities.
- Tower logs.
- Documentation substantiating the applicant's legal responsibility for the work.
- Documentation substantiating that the debris was deposited by the incident and was not pre-existing (e.g., waterway soundings that show pre- and post-incident levels).

For other disaster recovery efforts, documentation requirements are dependent on the type of work performed. AshBritt understands the importance of accurately estimating/capturing your work and costs and preparing adequate documentation for the review and development of your PA projects. FEMA often issues time-sensitive Requests for Information during project development that ask for clarifying information and/or documentation. **AshBritt will ensure that a dedicated member of our staff is always available to assist the County in deciphering these requests and helping to provide a timely and sufficient response if needed.**

• Federal Reimbursement Experience

AshBritt is a full turnkey emergency disaster response company, and more than 75% of our services are performed for clients eligible for FEMA reimbursement. We have not been notified of any instances where federal reimbursement was denied in part or in whole due to noncompliance on AshBritt's behalf. AshBritt boasts a team with more than 380 years of combined experience in all aspects of disaster logistics and base camp management. Our in-depth understanding of federal grant programs, such as FEMA's Public Assistance Program, ensures that all operations are eligible for reimbursement when available. Finally, our dedication to client satisfaction sets us apart from other industry personnel.



Past Success Providing Expeditious Service for Federal Reimbursement

Following Hurricanes Milton and Helene, AshBritt provided debris removal and other emergency protective services to 60+ Florida, Georgia, South Carolina, and North Carolina clients. For both disasters, FEMA provided Public Assistance applicants 100% reimbursement of debris removal activities and emergency protective measures completed within 120 days. Our efficient plan enabled the rapid deployment of more than 700 trucks across the South, effectively resulting in the removal of debris within the 60-day window for many clients, resulting in zero out-of-pocket costs.

- **The Feds Are Paying Out After Two Major Hurricanes Impacted Florida Earlier This Fall:** https://floridapolitics.com/archives/711184-fema-helene/

Similarly, AshBritt provided debris removal services to 15 Florida clients following Hurricane Ian, which resulted in 100% federal reimbursement for work accomplished within the allotted 60-day window. We

also ensured our clients received these benefits following Hurricanes Idalia (30 days) and Michael (45 days). These temporary, yet frequent, full reimbursements highlight the importance of choosing a contractor with rapid mobilization capabilities for hundreds of trucks.

- **CDBG Expertise**

AshBritt has significant experience navigating the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) reimbursement processes. Since 2020, we have completed 319 CDBG-DR rehabilitation projects in the Rebuild Florida Program with Florida Commerce (previously FDEO), and the Rebuild St. Johns Program with St. Johns County in Florida. These projects were located in 88 different municipalities across 33 counties in the State of Florida. At the peak of both projects, AshBritt had 359 files assigned. The projects consisted of minor rehabilitation projects encompassing windows and roof replacements, to major projects that needed an entire flooring system replacement and/or electrical rewires, including window and roof replacements. AshBritt also worked with the Historic Preservation Commission of the City of Jacksonville to receive a Certificate of Appropriateness for projects where properties had historic designations or were located in a historic neighborhood.

HUD CDBG-MIT Processes

The Community Development Block Grant Mitigation (CDBG-MIT) Program from HUD provides funding to eligible grantees to help reduce the risk of future disasters in areas affected by recent disasters. Mitigation activities can include reducing or eliminating the long-term risk of loss of life, injury, property damage, and suffering. CDBG-MIT funds are governed by CDBG regulations at 24 C.F.R. parts 91 and 570.

The CDBG-MIT program goals are as follows:

- Support data-informed investments, focusing on repetitive loss of property and critical infrastructure;
- Build capacity to comprehensively analyze disaster risks and update hazard mitigation plans;
- Support the adoption of policies that reflect local and regional priorities that will have long-lasting effects on community risk reduction, including risk reduction to community lifelines and decreasing future disaster costs; and
- Maximize the impact of funds by encouraging leverage, private/public partnerships, and coordination with other Federal dollars.



Action Plan Requirement

To secure CDBG-MIT funding for disaster risk reduction initiatives, applicants must submit a comprehensive action plan. This plan requires a **risk-based mitigation needs assessment** that identifies and analyzes both current and potential future disaster threats within the targeted area. The assessment should provide a well-supported foundation for the proposed mitigation activities. To achieve a robust needs assessment, collaboration with stakeholders managing the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) funds is essential. This ensures alignment with broader disaster risk reduction goals.

The action plan should leverage the most recent risk assessment from the applicant's state, local, or tribal government's Hazard Mitigation Plan (HMP). This HMP serves as a springboard for outlining current risks within HUD-designated "most impacted and distressed" areas. By utilizing this data and collaborating with relevant stakeholders, applicants can develop a compelling CDBG-MIT action plan that effectively addresses disaster risk reduction within these vulnerable communities.

To be eligible for reimbursement, the proposed activities must:

1. Meet the definition of mitigation;
2. Address current and future risks identified in the Mitigation Needs Assessment of MID areas;
3. Be CDBG-eligible activities under title I of the Housing and Community Development Act of 1974 (HCDA) or otherwise eligible according to a waiver or alternative requirement; and
4. Meet a national objective, including additional criteria for mitigation activities and Covered Projects.

Funding

HUD uses a cash advance method to disburse CDBG grant funds. Grantees can use CDBG funds for administrative and planning activities. This means grantees receive funds upfront to meet obligations before actual disbursements are made. However, there are stipulations. Grantees must meet certain requirements to be eligible for this method, and HUD may require reimbursement if a grantee fails to comply. Grantees must request the funds and include accurate information in the request. Once the grantee receives the funds, they must disburse them on time, generally within three business days. Additionally, grantees must be mindful of cash management requirements. For instance, funds drawn down erroneously must be returned. Disbursement of funds must also occur promptly, generally within three business days of deposit. Interest earned on grant advances must be remitted to the U.S. Treasury, with some exceptions.

Federal Highway Administration's (FHWA) Emergency Relief Program

FHWA Emergency Relief (ER) Program – $100 million is authorized annually for the ER Program under 23 U.S.C. 125. Congress has periodically provided additional funds for the ER Program through supplemental appropriations. The FAST Act eliminated the $100 million per state event cap. The total ER obligations for U.S. Territories (American Samoa, Northern Mariana Islands, Guam, and the Virgin Islands) are limited to $20 million in any fiscal year.

Approved ER funds are available at the pro-rata share that would generally apply to the federal-aid facility damaged. For interstate highways, the federal share is 90 percent. For all other highways, the federal share is 80 percent. The federal share for permanent ER repairs may amount to 90 percent if the combined eligible ER expenses incurred by the state in a federal fiscal year exceed the annual apportionment of the state under 23 U.S.C. section 104 for the fiscal year in which the disasters or failures occurred.

Emergency repair work to restore essential travel, minimize the extent of damage, or protect the remaining facilities, accomplished in the first 180 days after the disaster occurs, may be reimbursed at a 100 percent federal share. The 180 days for 100 percent eligibility of emergency repairs may be extended if a state cannot access a site to evaluate the damage and cost of repair.

It is the responsibility of individual states to request ER funds within two calendar years of the disaster. A notice of intent to request ER funds filed by the state's Department of Transportation with the FHWA Division Office located in the state will initiate the ER application process. The application must include a comprehensive list of all eligible project sites and repair costs. The ER Program assists federal, state, tribal, and local governments with the expense of repairing severe damage to federal-aid, tribal, and federal lands highways resulting from natural disasters or catastrophic failures.

- For emergency repairs, a 100 percent federal share is allowed during the first 180 days following a disaster. The FAST Act allows the Secretary to extend the period of access to damaged areas when access is limited.
- Debris removal for major disasters declared under the Stafford Act will be funded by FEMA.

Natural Resources Conservation Service's (NRCS) Emergency Watershed Program

The Emergency Watershed Protection (EWP) Program, a federal emergency recovery program, helps local communities recover after a natural disaster strikes. The program offers technical and financial assistance to help local communities relieve imminent threats to life and property caused by floods, fires, windstorms, and other natural disasters that impair a watershed.

All projects must demonstrate that they reduce threats to life and property; be economically, environmentally, and socially sound; and be designed to acceptable engineering standards. The EWP Program also allows NRCS to establish non-traditional partnerships with sponsors to complete projects.

Debris removal from stream channels, road culverts, and bridges is one activity that is eligible for financial and technical assistance under the EWP Program. NRCS can pay up to 75 percent of the cost for eligible emergency projects. Local sponsors must acquire the remaining 25 percent in cash or in-kind services.

Funding for the EWP Program is not a budgeted line item for NRCS. It is funded via supplemental appropriations from Congress on an as-needed and available basis. Therefore, funding to carry out this program is never guaranteed to be available at all times. Due to funding limitations, funding is on a first-come-first-serve basis, and applicants may have to wait for funding to become available.

A request for EWP assistance must be received within 60 days of the natural disaster or 60 days from the date when site access becomes available. **It is important to complete site assessments at the onset of the event to be eligible for this program.**

Insurance Considerations

County insurance policies may offer some coverage for debris removal, but it's likely limited. Such policies typically only cover damage to County-owned property caused by debris or some initial cleanup efforts. However, County insurance policies can provide more extensive coverage for other disaster-related recovery work, such as infrastructural restoration or demolition. Our Project Management Team must be aware of several insurance aspects to guarantee a smooth operation and prevent hindering any insurance reimbursements for the County.

Understanding County's Insurance Coverage – During the planning and preparedness phase of our contract we will request a copy of relevant County insurance policies covering disaster response work and debris removal. This will help us understand the types of debris removal and emergency work covered and any coverage limits that might exist.

Document Retention – As with federal grant programs, meticulous documentation is crucial for insurance reimbursements. We will maintain detailed records of work performed, labor hours, equipment used, and disposal receipts.

Avoiding Negative Impact on Reimbursement – Our crews will be aware of actions that could jeopardize the County's ability to receive full insurance reimbursement.

- Incomplete or inaccurate records (work performed, labor hours, equipment used, disposal receipts) can lead to reimbursement delays or denials.
- Certain debris types or disposal methods might not be covered by the County's insurance. We will understand and adhere to approved practices outlined in the policy or by the County.
- We will strictly follow the terms and conditions outlined in the County's task order. Unauthorized work or exceeding cost limitations could jeopardize reimbursement.

By understanding these insurance considerations, we can contribute to a smooth and successful recovery process for the County, minimizing the risk of reimbursement issues.

TAB
5

AshBritt
30
YEARS
SUPPORTING
COMMUNITIES
NATIONWIDE



AshBritt

ADDITIONAL INFORMATION AND RESOURCES

Tab 5. ADDITIONAL INFORMATION AND RESOURCES

Awards, Acclaim, and Accomplishments

AshBritt is an award-winning disaster response and debris management firm that has received acclaim and recognition throughout our 32-year history for exceptional work in response and recovery, including:



FEPA Award (2024)

- Florida Emergency Preparedness Association (FEPA) – Corporate Award for Excellence in Emergency Management (2024).
- South Florida Business Journal Business of the Year Finalist (2024)
- City of Valdosta, GA – Presented "AshBritt Day" Proclamation (2024) for Hurricane Idalia recovery work and related philanthropic projects.
- Charlotte County, FL – Presented "AshBritt Month" Proclamation (2023) for Hurricane Ian recovery work.
- Top 100 Women-Led Businesses – AshBritt was named one of the Top 100 Women-Led Businesses in Florida by The Women's Edge in 2022, 2023 (5th Place), and 2024 (6th Place).
- Kentucky Colonels – Multiple team members proclaimed "Kentucky Colonels" by the Governor of Kentucky, the highest honor bestowed by the Commonwealth of Kentucky, for exceptional work performed in response to the July 2022 Kentucky Flood Event.
- In 2021, the U.S. Department of Defense (DoD) made history by awarding four of the Advanced Contract Initiative (ACI) – Regional Contracts for Debris Management Services (RCDMS) totaling $1.75 billion to AshBritt, representing the largest pre-positioned federal debris management contracts value ever granted to a single firm.
- Awarded Contractor of the Quarter three times by the U.S. Army Corps of Engineers, Mobile District.
- Presented "Award of Gratitude" from the City of Port St. Lucie Keep PSL Beautiful Committee.
- Presented "Hurricane Isabel Heroes" Recognition from the City Council of the City of Hampton, Virginia for disaster recovery efforts.
- Presented with numerous commendations from the Office of the Governor, State of Mississippi, for our contributions and support of the recovery and rebuilding efforts in MS.

Commitment to Community

Beyond the Rubble: Restoring Communities Together

At AshBritt, we understand that disaster strikes more than just infrastructure. It tears at the very fabric of a community, leaving behind heartbreak and uncertainty. That's why our mission extends beyond debris removal. We want to restore the vibrancy of the communities we are privileged to serve.

Even after the debris has been cleared, we continue to provide much-needed community support through community outreach programs, charitable donations, and local event/initiative sponsorships. Our goal is to foster a sense of unity and hope as communities heal and come back even stronger. Showcasing our commitment to rebuilding communities, AshBritt has compiled social media posts, articles, and news reports on the following pages. These highlights demonstrate our holistic approach to supporting the communities we serve.

Valdosta, A City Without Limits
25m ·

🌟 Honoring Excellence in Disaster Relief 🌟

In a heartfelt proclamation, Mayor Matheson praised Ashbritt for incredible efforts in aiding our community during the aftermath of Hurricane Idalia, and their generous donation to the United Way's disaster fund. Their support has made a tangible difference in rebuilding and restoring hope in our community.

In times of adversity, it's actions like these that truly make a difference.

#HurricaneIdaliaRelief #CommunitySupport #AshbrittCares



AshBritt donates $20K to Toys for Tots in honor of Mount Pleasant

Story by Tim Renaud • 5d



AshBritt donates $20K to Toys for Tots in honor of Mount Pleasant
© Provided by WCBD Charleston

MOUNT PLEASANT, S.C. (WCBD) – Toys for Tots received a significant donation on Wednesday as they work to ensure every child in the Charleston area receives a toy under the Christmas tree.

AshBritt, which provides rapid-response disaster recovery to communities across the country, made a heartfelt $20,000 donation to Toys for Tots in honor of the Town of Mount Pleasant.

Toys for Tots to hold one-day registration event in North Charleston

Mount Pleasant Mayor Will Haynie and a representative from AshBritt, Sara Perkins, joined Storm Team 2 Chief Meteorologist Rob Fowler and Sgt. Adrian Smith with the U.S. Marines to present the donation during News 2's second annual Toy Drive Blitz.

AshBritt has been the disaster debris contractor for Charleston County for the past 15 years. They are dedicated to supporting local initiatives that bring joy to families in need and decided this year to support the Toys for Tots program in the Lowcountry.

"We love to support communities both post-disaster and in blue skies. So, thankfully, y'all have not had a hurricane since 2019 ... so we have not been in your community as often. So, we reached out to see how we could help the community and found out that Toys for Tots was the big push around the holidays. Not only did we want to support the toy drive, but our company is also very proud of our veteran hiring initiative, so the Marine's Toys for Tots was the perfect organization. We found out this was happening and decided to come out and support in a very big way," said Perkins.

One Year Later: AshBritt Honors Local Partners Crucial to Eastern Kentucky Flood Recovery



August 02, 2023 01:05 PM Eastern Daylight Time

WHITESBURG, Ky.--(BUSINESS WIRE)--Last week, **Kentucky Governor Andy Beshear** and **AshBritt** emergency management officials marked one year since the devastating flooding in Eastern Kentucky by recognizing local leaders and contractors who worked rapidly and relentlessly to assist in the cleanup, helping thousands of displaced Kentucky residents.

"I was treated very well. They are truly wonderful people to work for."

Tweet this

During a luncheon at CANE Kitchen, AshBritt honored key partners, including Mike Nichols from Whitesburg, Dave Nichols from Letcher County and Greg Stewart from Pikeville with **Razorback Trucking**; Bart Morris and Chris Morris with **B&J Transfer**; and James Rice, Roy Moore, and Bobby Huff with **B&D Transport**.

AshBritt called upon those local business owners to assist in the relief efforts. Their tireless, months-long work allowed for restoration and reopening in the region following the floods.

"It was good to work for one of the best storm companies in the business," **said Mike Nichols of Razorback Trucking**. *"I was treated very well. They are truly wonderful people to work for."*

AshBritt also recognized **Congresswoman Angie Hatten, State Senator Johnnie Turner, Letcher County Judge Terry Adams, Whitesburg Mayor Tiffany Craft, Jenkins Mayor Todd DePriest, and Whitesburg Fire Chief Terry Fowler** for their critical partnership.

In response to the floods, AshBritt deployed roughly 600 workers and 500 pieces of equipment, allowing for the reopening of roads, properties and waterways across eight counties, including Breathitt, Perry, Knott, Letcher, Clay, Pike, Floyd, and Owsley. Year to date, AshBritt has managed a total of 834,000 tons of debris, clearing more than 641 miles of rivers, creeks and streams and maintaining a presence on the ground for approximately 324 days.

AshBritt Teams up With Operation BBQ Relief and Carhartt to Bring Christmas Meals to Families in Hazard, Kentucky



December 21, 2022 09:00 AM Eastern Standard Time

HAZARD, Ky.--(BUSINESS WIRE)--AshBritt, the national rapid-response emergency management and logistics company, teamed up with Operation BBQ Relief (OBR) and Carhartt on Tuesday to provide Christmas meals to families in Hazard, Kentucky.

"This partnership is another way our team serves the communities in eastern Kentucky on their road to recovery, all the more important during the holiday season."

Tweet this

In July 2022, flash flooding resulted in catastrophic damage across eastern Kentucky. AshBritt is managing the physical recovery, including clearing debris from rivers, creeks, and streams in what is one of the largest, most complex waterway missions in recent U.S. history. In conjunction with the Kentucky Transportation Cabinet, Kentucky Emergency Management Agency, the US Army Corps of Engineers, and FEMA, AshBritt's response includes nine counties.

Throughout this mission, AshBritt remains dedicated to supporting communities and local hiring: 75% of the 500 person AshBritt workforce serving on cleanup efforts in the Commonwealth are Kentuckians. As communities in Kentucky remain on the road to recovery, AshBritt continues to serve those in need.

"AshBritt's mission is to support communities before, during, and after a disaster," **said Brittany Perkins Castillo, CEO of AshBritt.** *"This partnership is another way our team serves the communities in eastern Kentucky on their road to recovery, all the more important during the holiday season."*

This event came during a particularly difficult holiday season for many Kentucky families, as many are still displaced after July's devastating floods. AshBritt's donation of $25,000 to support OBR's holiday events in Eastern Kentucky will ensure that wholesome, warm meals are available to all, regardless of current living situations.

OBR, which was founded in 2011 in Joplin, Missouri, has served nearly 11 million meals across 30 states. The non-profit organization hit the pivotal 10 million meal mark this past October in Port Charlotte, Florida, after a busy summer and fall serving first responders and communities impacted by the floods in Kentucky and Hurricane Ian in Florida.

"Operation BBQ Relief is honored to join forces with AshBritt to serve communities in need," **said Stan Hays, CEO and Co-Founder.** *"A hot meal during the holidays provides much needed comfort and support for families that continue to rebuild following the historic flooding."*

With long-established facilities and deep ties to the community, Carhartt, America's family-owned workwear brand since 1889, supported the event through a $25,000 donation and serving meals.

Referrals and Accolades

AshBritt lands FEPA Award for Excellence in Emergency Management

FLORIDA POLITICS

Staff Reports

February 5, 2024

4 min

AshBritt | COVID-19 | Emergency Management | FEPA | Florida Emergency Preparedness Association | Harvey | Hurricane Irma | Hurricanes | Ian | Michael | Sara Perkins

'Membership in FEPA ensures coordination and collaboration across the public and private sectors, working relationships that are critical to supporting communities across Florida.'

AshBritt, a national rapid-response emergency management and disaster debris removal contractor, has been honored with the Award for Excellence in Emergency Management from the Florida Emergency Preparedness Association (FEPA) in recognition for its contributions to the field.

AshBritt has long been involved with FEPA, contributing to its mission to foster an educational network among emergency management professionals, in a state that is no stranger to emergency management needs.

The FEPA network spans federal, state, county, municipal, tribal, volunteer and private sectors.

"We at AshBritt are honored by this distinction from FEPA. FEPA is an important association. FEPA trains, educates and supports those in the front lines of planning for, responding to and recovering from emergency disaster events," AshBritt Vice President of Business Affairs **Sara Perkins** said.

"Membership in FEPA ensures coordination and collaboration across the public and private sectors, working relationships that are critical to supporting communities across Florida. We are proud of this award, given by our colleagues in the industry, and that it recognizes the leadership and values of our company."

CAVALRY ✓ POLITICAL CONSULTING ✓ PUBLIC AFFAIRS

Related Articles



by disaster.

The company emphasizes its commitment to veterans and includes second chance programs in its business model to uplift the formerly incarcerated. The company utilizes an array of training and mentoring programs for small, local and minority-owned businesses.

The company also employs innovative partnerships with nonprofit organizations and community-based organizations to optimize access to key resources — such as logistics, financial support, temporary infrastructure and meals — to reach communities hit hardest by disaster as quickly as possible.

AshBritt was established in 1992 and, since then, has conducted more than 460 disaster response missions and 30 special environmental projects. It has successfully served more than 600 clients across the U.S., including direct involvement in recovery efforts related to 85 federally declared disasters in more than 30 states.

AshBritt has responded to major weather events — such as Hurricanes Ian, Harvey, Irma and Michael — and to wildfires in northern California, historic flooding in Kentucky, and vaccine administration in 12 states during the COVID-19 pandemic.

WE WORK OUR TAILS OFF FOR YOU!
PinPoint Results LLC is a government relations firm specializing in legislative and executive branch lobbying, procurement and consulting.
850.445.0107
PinPoint Results

The company has invested more than $10 million across the U.S. to support communities where its team lives and works.

CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

February 9, 2024

Brittany Perkins Castillo
CEO, AshBritt, Inc.
565 East Hillsboro Blvd
Deerfield Beach, Florida 33441

Dear Mrs. Castillo,

With great pleasure and admiration, I extend my heartfelt congratulations to you and your esteemed team at AshBritt, Inc. for being awarded the prestigious Award for Excellence in Emergency Management by the Florida Emergency Preparedness Association (FEPA). This accolade reflects AshBritt's outstanding contributions to emergency management and its unwavering dedication to enhancing the safety and resilience of our communities.

Your leadership at AshBritt, Inc., has been instrumental in steering the company to remarkable success in emergency response and disaster recovery. Under your guidance, AshBritt has excelled in its operations and embodied the spirit of innovation and excellence this award seeks to recognize. Your commitment to providing rapid, effective, and compassionate services during times of crisis has made a significant difference in the lives of countless individuals and communities across Florida and beyond.

The FEPA Award for Excellence in Emergency Management is a testament to your vision, leadership, and the collective effort of the entire AshBritt team. It acknowledges your vital role in setting new emergency preparedness and response standards, fostering a culture of excellence, and contributing positively to the field.

On behalf of the state of Florida, I commend your outstanding achievements and thank you for your continued service and dedication to emergency management. Your contributions are invaluable to our state's resilience and the well-being of our citizens.

Please accept my congratulations once again on this well-deserved recognition. I look forward to witnessing AshBritt, Inc.'s continued success and impact under your exemplary leadership.

Warmest regards,

Jimmy Patronis
Chief Financial Officer

CC: Holly Raschein, Government Relations Director

DEPARTMENT OF FINANCIAL SERVICES
THE CAPITOL, TALLAHASSEE, FLORIDA 32399-0301 • (850) 413-2850 FAX (850) 413-2950

EMERGENCY SERVICES
EMERGENCY MANAGEMENT AGENCY/METROSAFE
LOUISVILLE, KENTUCKY

CRAIG GREENBERG
MAYOR

EDWARD J. MEIMAN, III
EXECUTIVE DIRECTOR

Attention Brian Thomason and Jason Fawcett:

It is with the greatest pride and pleasure that I take a moment to express my most sincere appreciation and respect to the AshBritt team that was sent to conduct Emergency Road Clearance and Debris operations to Louisville, Jefferson County, Kentucky following the historic Severe Weather outbreak of April 2025.

A tornado in the southwestern cart of Jefferson County during the night of March 30, 2025, began a week long string of severe weather events that impacted the residents and businesses throughout Louisville for the next two weeks. On April 2, 2025, a second tornado went through the city of Jeffersontown, Kentucky and caused major damage to more than 125 business within that city's jurisdiction. On April 4th, 2025 a strong frontal boundary settled in across the state which led to over 12" of rainfall over the next several day. This led to severe riverine flooding- the 8th largest crest in the city's history- as well substantial isolated drainage issues throughout the county. The Ohio River crested on April 9, 2025. It had inundated more than 1300 residences and businesses, directly impacted the Central Business District of downtown Louisville, and began leaving thousands of tons of debris, mud and silt behind as the river receded back into its banks.

AshBritt was on-site monitoring the weather and impacts and coordinating with me before the river even crested. By developing very specific clear scope and timeframe, they showed up in force as soon as the river began receding. Roads were reopened hours after the water receded and within ten days, all roads were reopened and all public spaces along the waterfront free of hazards. A smaller scale event that occurred in 2018 here took the city over six weeks to do the similar level of service. Through cooperation with multiple agencies and the 26 crews AshBritt had on site, one could hardly tell there had even been a massive flood event.

The professionalism and communication of the crews was unparalleled. Orchestrating the event in true ICS style, questions, issues, and problems were addressed immediately- avoiding costly delays. The project management team was easy to work with and set the gold standard of how emergency operations should be conducted.

It was an honor and a privilege to conduct this disaster operation with AshBritt and we will absolutely take the lessons learned from this disaster, apply them to future events, and continue improving.

Sincerely,

DocuSigned by:
Amy Rose
E6769A53404946F...

Amy Rose
Louisville Jefferson County Emergency Management Operations Coordinator

5/6/2025

WWW.LOUISVILLEKY.GOV

METROSAFE BUILDING • 410 S. 5TH STREET, 3RD FLOOR • LOUISVILLE, KENTUCKY 40202 • 502.574.3900 • FAX: 502.572.3498

Engineering & Public Works

Hesha N. Gamble, P.E., PTOE
Assistant County Administrator for Engineering & Public Works
hgamble@greenvillecounty.org
(864) 467-7010
www.greenvillecounty.org

July 1, 2025

Re: Letter of Reference

To Whom It May Concern:

On behalf of Greenville County, I am pleased to provide this letter of reference for Ashbritt. The County engaged Ashbritt's services following Hurricane Helene. The project began in the beginning of October 2024; over the course of seven months, the Ashbritt team collected more than 1.2 million yards of debris—significantly more than originally anticipated.

Ashbritt worked alongside the County's staff and the monitoring firm, Tetratech, to ensure that all work was documented and performed in accordance with FEMA guidelines. The project spanned a variety of urban and rural areas, adding logistical complexity that the Ashbritt team managed smoothly.

Throughout the project, Ashbritt was communicative, dependable, and professional. Their team maintained a consistent weekly meeting schedule with County staff and provided timely updates that helped keep the operation on track. Jamie Robbins served as the project manager for the duration of the project. His dedication and leadership allowed Ashbritt to exceed our expectations in every aspect of the project. We highly recommend them to any jurisdiction in need of disaster recovery or debris management services.

Sincerely,

Hesha N. Gamble

Hesha N. Gamble, P.E., PTOE
Assistant County Administrator
Public Works, Planning & Development

County Square • 301 University Ridge • Suite 3800 •Greenville, SC 29601-3681 •Fax (864) 467-7161



RE: Letter of Recommendation
April 9, 2025

To Whom it May Concern:

I am pleased to write a letter of recommendation on behalf of AshBritt. AshBritt performed hurricane debris removal services for Charlotte County following the aftermath of Hurricanes Helene and Milton. Charlotte County has had an outstanding relationship with AshBritt for over a decade, and their service to our community has consistently been professional, effective, and greatly appreciated.

Prior to landfall, AshBritt staff maintained constant communication with County officials, and they had a representative in the Emergency Operations Center immediately following both hurricanes to assist in the development of a recovery plan. Their responsiveness and commitment during these events went above and beyond in this extremely challenging time for our residents and businesses.

Following Hurricane Helene, AshBritt immediately conducted debris removal, collecting 1,049 cubic yards (CY) of construction and demolition (C&D) debris across 24 loads before demobilizing to prepare for the impacts of Hurricane Milton, just two week later. After Hurricane Milton made landfall, AshBritt began an extensive and complex debris removal operation in Charlotte County. To date, they have removed 341,115 CY across 11,157 loads, including vegetative debris, C&D, and private property debris removal (PPDR). This marked the County's first experience with PPDR efforts, and AshBritt skillfully managed the logistical challenges of operating on our bridgeless barrier islands, including Little Gasparilla Island.

AshBritt also undertook significant sand recovery work. Between December 9, 2024 and January 31, 2025, they sifted and returned 127,654 CY of sand (4,627 loads) to the beach at Chadwick Park and collected 5,276 CY from the right-of-way on Manasota Key. A similar operation is currently underway on Palm Island, where two sand sifters are in use, with the northern portion nearing completion.

In addition to these efforts, AshBritt supported County staff in facilities and parks and recreation cleanup operations, further demonstrating their flexibility and commitment to service.

AshBritt's professionalism, responsiveness, and capability were evident throughout the recovery process. Their team handled every challenge with efficiency, from complex logistics to inter-agency coordination. We remain grateful for the leadership of Governor Ron DeSantis and Director Kevin Guthrie of the Florida Division of Emergency Management, whose support was vital to the success of these operations.

I highly recommend AshBritt to any jurisdiction seeking a capable and dependable disaster recovery contractor.

Sincerely,

Hector Flores

Hector Flores
County Administrator

The North Carolina Arboretum
AN AFFILIATE INSTITUTION OF THE UNIVERSITY of NORTH CAROLINA SYSTEM

To whom it may concern,

I am writing to wholeheartedly recommend AshBritt for their exceptional work with the Army Corps of Engineers in the recovery efforts following Hurricane Helene, particularly in the cleaning of debris from The North Carolina Arboretum.

Throughout the project, AshBritt demonstrated an unwavering commitment to excellence and efficiency. Their team's professionalism and expertise were evident in their meticulous approach to debris removal, ensuring that the arboretum was restored to its former beauty in a timely manner. The scale of the destruction was significant, yet AshBritt's strategic planning and execution allowed the recovery process to proceed smoothly, minimizing disruptions to the local environment and community.

In addition to their technical skills, AshBritt showcased outstanding leadership and collaboration, working seamlessly with the Army Corps of Engineers and other stakeholders. Their ability to coordinate resources and communicate effectively contributed greatly to the success of the operation. The team's dedication not only to the task at hand but also to the well-being of the community was truly commendable.

The positive feedback from local residents and stakeholders speaks volumes about the impact of AshBritt's work. They have not only facilitated the physical restoration of the arboretum but have also fostered a sense of hope and resilience within the community.

I have no doubt that AshBritt will continue to excel in future projects, and I highly recommend them for any endeavors they pursue. I especially want to thank Jason Fawcett and Ken Jones for raising the bar here at the arboretum day after day. Their commitment to quality, community, and collaboration makes them an invaluable asset in disaster recovery efforts.

Thank you for considering this recommendation. Should you require any further information, please feel free to contact me.

Sincerely,

Drake Fowler
Executive Director of The North Carolina Arboretum

100 Frederick Law Olmsted Way, Asheville, NC 28806-9315 Voice: 828.665.2492 www.ncarboretum.org

Leon County
Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5300 www.leoncountyfl.gov

Leon County Public Works
2280 Miccosukee Road
Tallahassee, Florida 32308
(850) 606-1500

Commissioners

CAROLYN D. CUMMINGS
At-Large
Chair

BRIAN WELCH
District 4
Vice Chairman

BILL PROCTOR
District 1

CHRISTIAN CABAN
District 2

RICK MINOR
District 3

DAVID T. O'KEEFE
District 5

NICK MADDOX
At-Large

VINCENT S. LONG
County Administrator

CHASITY H. O'STEEN
County Attorney

Ms. Vonda Smith
AshBritt

Dear Ms. Smith,

The purpose of this letter is to express my sincere appreciation and gratitude to you and the AshBritt Team for your assistance with vegetative debris removal, reduction and disposal services from the unincorporated areas of Leon County from Hurricane Helene that impacted our area.

Your and Brian Thomason's response to our needs was greatly appreciated and was performed with great professionalism.

Sincerely,

Brent Pell, P.E.
Director Public Works

People Focused. Performance Driven.

THE TOWN OF
HIGHLANDS

December 4, 2024

To: Whom it may concern

It is with much enthusiasm that I am writing to recommend the services of Ashbritt.

Macon County used USACE and its contractor Ashbritt to clean up storm debris from the Helene storm that was stored in the Town of Highlands Recreation Department overflow parking lot. We were able to overcome many major obstacles including major throughfares that were washed out, to be the first task order completed by the USACE of the Hurricane Helene recovery mission. The debris was transported to Macon County Land Fill for grinding. My contact with Ashbritt was Rick Headrick, when they were awarded the contract Rick came and introduced himself and we drove down and looked at the site. Rick made contact with me several times throughout the project to keep me informed and to see if I had any problems with the way things were going. Ashbritt has been great to work with.

I'm happy to recommend the services of Ashbritt. If you have any questions, please feel free to contact me.

Respectfully,

Lester Norris

Recreation Director, Town of Highlands

Po Box 460

Highlands, NC 28741

828-526-3556

TOM S. RAMSEY, P.E. HARRIS COUNTY PRECINCT 3 COMMISSIONER

Mrs Perkins-Castillo,

4 February 2025

First and most importantly, we wanted to express our deepest condolences to you, your family, and the AshBritt team on the passing of your father, we were so saddened to hear that news.

We know you and your team have moved on to other projects since leaving Harris County, most likely to events more catastrophic than Beryl, but we wanted to make sure that we had an opportunity to recognize the hard work, professionalism, and expertise that AshBritt brought to precinct 3's debris response.

Summer of 2024 was challenging because precinct 3 experienced three separate disasters back to back, the East Fork flood, Derecho, and Hurricane Beryl. When AshBritt was brought on for Beryl, you stepped into an operational environment where the debris response had already begun, strategic and tactical decisions had already been made during Derecho that you were forced to work with, and constituents and county employees had moved past the honeymoon phase of vegetative debris pick up. There were challenges with establishing debris management sites, debris zones had already been started by other entities, and you were asked to work in precincts split between contractors.

Precinct 3 has 47% of the unincorporated Harris County area. We have 1.2 million residents, over 6800 miles of road right of way, 15 watersheds to include Lake Houston and the San Jacinto river, and over a hundred 30-50 year old neighborhoods replete with dense, mature tree cover. Precinct 3 is geographically very spread out, it can sometimes take two hours to drive from one end to the other during peak traffic.

Despite the difficult environment you walked into, AshBritt continually demonstrated the highest level of knowledge, professionalism, and dedication to customer service. Your response team led an amazing recovery operation focused on safe, efficient, thorough work; specifically Rob Ray, Jason Haynie, Ian Brennan, Jimmy Starr, and Jason Sanders. These professionals worked directly with the precinct to deconflict in-house road and bridge assets, stand up smart DMS locations, and used their experience to place the right number of trucks in the right zones. They answered their phones and they understood political and constituent pressure. They took time to explain their operation, understanding that the more the client understands about how the business works, the better a partner they can be. They finished debris removal well ahead of expectation and their adherence to FEMA rules and regulations ensured maximum potential reimbursement.

While we are not looking forward to the next disaster, when precinct 3 is again impacted by a flood or wind event, we would be blessed to have AshBritt back as our response contractor. Thank you again for your dedication and partnership.

Sincerely,

Jennifer Almonte
Director, Road and Bridge

1414 Wirt Road | Houston, TX 77084 | (281) 463-6300 | Fax: (281) 463-8502
Pct3@pct3.hctx.net | www.pct3.com

City of Pasadena
Office of Emergency Management
www.readypasadena.org

Street Address:
1201 Davis St.
Pasadena, TX 77506

Mailing Address:
P.O. Box 672
Pasadena, TX 77501

Office: 713-475-5588 Fax: 713-477-9364

November 22, 2024

To whom it may concern,

It is my privilege to recommend AshBritt for their exemplary contributions and commitment to excellence in disaster response and recovery efforts, particularly during Hurricane Beryl. Their professionalism and dedication have significantly benefited our community and emergency management operations.

Throughout the hurricane recovery, AshBritt demonstrated exceptional communication skills, ensuring that critical information was promptly shared with all stakeholders. Their guidance in navigating the complexities of recovery operations in debris management was instrumental in minimizing disruption and expediting relief efforts and assisted in the rapid restoration of our city.

Moreover, AshBritt's involvement in our community went above and beyond expectations. They engaged daily with our organization and leaders fostering a sense of trust and collaboration that was critical during such a challenging time. Their ability to seamlessly integrate with local efforts and provide tailored solutions showcased their commitment to the well-being of the residents of Pasadena.

The support provided by AshBritt during Hurricane Beryl has left a lasting positive impact on our community and our future recovery efforts, and I am confident that their expertise will continue to benefit others in similar situations.

I wholeheartedly endorse AshBritt and strongly encourage you to consider them for future disaster management partnerships or endeavors. Should you have any questions or require further information, please do not hesitate to contact me directly.

Sincerely,

Azell Carter

Azell J. Carter Jr., MSc, CEM®, TEM©
Emergency Management Coordinator
Pasadena Office of Emergency Management

"Protecting the citizens of Pasadena before, during, and after any and all disasters."

FORT BEND COUNTY ROAD & BRIDGE DEPARTMENT
Fort Bend County, Texas

SCOTT WIEGHAT
Road Commissioner

(281) 342-4513

November 20, 2024

To whom it may concern,

Fort Bend County was severely affected by Hurricane Beryl on July 7, 2024 and a Federal Declaration was declared. With the help of AshBritt, lead by Jaime Robbins, vegetative debris started being collected with 96 hours of Landfall. With a total of 557,000 Cubic yards of Vegetative and Construction and Demolition Debris removed off of Fort Bend County Road Right of Ways in less that 45 days.

This was a phenomenal task that was completed in a very professional manner by Jaime Robbins.

Best Regards,

Scott Wieghat

Scott Wieghat
Road Commissioner
Fort Bend County Road & Bridge
281-238-3607 direct
832-473-2961 cell

201 Payne Lane • Richmond, Texas 77469 • P.O. Box 148 • Richmond, Texas 77406-0148

1834 W. Sycamore Rd, FRESNO, TX 77545
PHONE: 281-431-2451
WWW.FRESNOFIRETX.COM

8/14/2024

Ashbritt Inc.
Mr. Brian Thomason
Ms. Vonda Smith
Mr. Osbaldo Leon

To Whom It May Concern,

My name is Anthony Bates, I am the Fire Chief for Fort Bend ESD 7 Fresno Fire and Rescue. First, I would like to express my sincere gratitude to your company for coming out and assisting with the removal of the tree that fell on our shed due to hurricane Beryl's high winds. We know you all have been working diligently and hard because of the storm, but I wanted to give you a little feedback on our experience with your company. Your team was very responsive and professional during the time they were working at our station. We were excited to see the project was completed so quickly and efficiently.

Again, I would just like to say a "big thanks" to every one of you!

Sincerely,

Anthony Bates, Fire Chief
FBCESD 7 FRESNO FIRE & RESCUE
281-431-2451

CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT
131 East 4th Street
Freeport, Texas 77541
Phone (979) 233-2111
Fax (979) 233-4103

Christopher Motley
Chief / EMC

Mike Praslicka
EMS Coordinator

Jason Shafer
Fire Marshal

November 22, 2024

Ashbritt, Inc.
565 East Hillsboro Blvd
Deerfield Beach, FL 33441

Dear Jaime Robbins,

Thank you for reaching out to discuss the City of Freeport's experience with Ashbritt following Hurricane Beryl. Having dealt with major hurricanes such as Katrina (2005), Rita (2005), and Ike (2008), Freeport has prioritized readiness by maintaining prepositioned debris removal and monitoring contracts since 2009. These contracts were successfully activated during Hurricane Nicholas (2021) and most recently during Hurricane Beryl (2024).

Preplanning, including having prepositioned contracts in place, is critical for addressing crisis that overwhelm local resources during natural disasters. The recovery phase alone, when community infrastructure is severely taxed, poses significant challenges. In anticipation of Hurricane Beryl's impact, Freeport declared a disaster prior to landfall to secure necessary state and federal support.

Hurricane Beryl left Freeport facing widespread vegetative debris, disrupted critical infrastructure (power, water, sewer), and heightened safety risks for residents. AshBritt responded with a level of professionalism and efficiency that significantly bolstered our recovery efforts.

Key Contributions by AshBritt, Inc services:

- Strategic Preparedness: Before landfall, AshBritt's management team engaged extensively with Freeport's Office of Emergency Management (OEM) to develop a detailed debris removal strategy. This allowed for the seamless mobilization of resources once the storm subsided.
- Comprehensive Debris Removal: Their systematic approach cleared roadways and public spaces efficiently, reducing safety hazards and expediting the community's return to normalcy.
- Post-Storm Collaboration: Throughout the recovery, AshBritt maintained continuous communication with Freeport OEM, providing updates and adapting strategies as needed to address evolving priorities.
- Community-Centered Execution: Beyond technical expertise, AshBritt's team demonstrated empathy and understanding, providing reassurance to residents during a challenging time.
- Reimbursable Expenses: Post-disaster debris collection, monitoring, and disposal services were maintained in compliance with FEMA, TCEQ, and local standards. Currently, we are in the process seeking reimbursement from FEMA and TECQ in debris collection and disposal.

Thanks to their proactive and collaborative methods, Freeport's recovery proceeded faster and more efficiently than anticipated. AshBritt set a high standard for disaster response operations, underscoring the importance of prepositioned contracts and a prepared partner in crisis situations.

Freeport is grateful for AshBritt. expertise, responsiveness, and commitment make them a vital resource in emergency response operations.

If you have any questions or would like further details about AshBritt's response during Hurricane Beryl, please do not hesitate to contact me.

Sincerely,

Christopher D. Motley
Fire Chief / EMC

Visit us online at www.freeport.tx.us
facebook.com/FreeportFire
fire@freeport.tx.us

Scott James Matheson
Mayor

CITY of VALDOSTA, GEORGIA

PROCLAMATION

WHEREAS, on Wednesday, August 30, 2023, Hurricane Idalia made landfall as a Category 3 Hurricane near Keaton Beach, Florida, causing storm surge inundation of 7 to 12 feet and widespread rainfall which caused flooding in Florida and throughout the Southeast; and

WHEREAS, Hurricane Idalia moved through Valdosta and Lowndes County as a Category 2 storm with maximum sustained winds of 105 miles per hour and poured approximately seven inches of rain into our community causing life-threatening flooding; and

WHEREAS, over a thousand power poles in Valdosta and Lowndes County were snapped and thousands of trees were uprooted leaving 97% of our community in the dark; and

WHEREAS, the City of Valdosta selected AshBritt, a national leader in disaster response and recovery operations, to assist our community in the aftermath of Hurricane Idalia; and

WHEREAS, AshBritt's response to this disaster was truly amazing as they moved in with self-loading grapple and Paul Bunyan trucks and began to remove the huge trees, limbs, and debris from the roadways; and

WHEREAS, AshBritt conducted their work with diligence, respect, integrity, and professionalism, and we will always be forever grateful for their assistance in helping our community return to normal after this disaster; and

WHEREAS, AshBritt also has a philanthropic arm that supports four primary areas which include Disaster Impacted Communities, Vocational Schools and Technical Training, Youth Education, and Mental Health, and they are to be commended for their generous donation to the Greater Valdosta United Way.

NOW, THEREFORE, I, Scott James Matheson, Mayor of the City of Valdosta, do hereby proclaim Tuesday, December 12, 2023 as

ASHBRITT DAY

in Valdosta and call upon all citizens to join me as we honor this organization for the exceptional work they did in our community after Hurricane Idalia and thank them for their selfless service and dedication in helping to make Valdosta, once again, a great place to live, work, and play.

SO PROCLAIMED, this 12th day of December, 2023.

Scott James Matheson, Mayor
City of Valdosta, Georgia

CITY OF VALDOSTA, GEORGIA

Certified City of Ethics

RICHARD L. HARDY
CITY MANAGER

May 23, 2024

Mr. Jason Haynie
Project Manager
AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Dear Mr. Haynie:

The purpose of this letter is to express our sincere appreciation and gratitude to AshBritt, Inc. for your assistance in removing tons of fallen trees and debris from the City of Valdosta streets and rights-of-way after a horrific storm with straight-line winds hit our community on March 27, 2024. AshBritt's response to this disaster was truly amazing as they moved in with their trucks and equipment to assist us in removing huge pine trees, limbs, and other storm debris from the roadways.

AshBritt conducted their work with diligence, respect, integrity, and professionalism, and we will always be forever grateful for their assistance in helping our community return to normal after this disaster.

Sincerely,

Richard Hardy
City Manager

tsb

Post Office Box 1125 • 216 East Central Avenue • Valdosta, GA 31603-1125
Telephone (229) 259-3500 • rhardy@valdostacity.com
An Equal Opportunity Employer

VALDOSTA
A City Without Limits

Lowndes County
Board of Commissioners
Bill Slaughter, Chairman

Joyce E. Evans, District 1
Scott Crenshaw, District 2
Mark Wisenbaker, District 3
Demarcus Marshall, Ph.D. Distr
Clay Griner, District 5

Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-

January 23, 2024

RE: Letter of Recommendation

To Whom It May Concern:

It is with great satisfaction that I extend this letter of recommendation for AshBritt. After Hurricane Idalia, AshBritt efficiently carried out hurricane debris removal services in Lowndes County. Over the past two years, under a contractual agreement, Lowndes County has maintained a highly positive and cooperative relationship with AshBritt.

Before Hurricane Idalia struck, the team at AshBritt maintained constant communication with our county staff. Following the hurricane, they swiftly positioned a representative in our Emergency Operation Center to formulate an action plan.

The level of professionalism demonstrated by AshBritt in the aftermath of Hurricane Idalia was outstanding. Their efforts enabled the opening two Debris Management Sites (DMS) across Lowndes County, covering various municipalities. Impressively, AshBritt managed the removal and processing of over 1.1 million cubic yards of debris while successfully implementing a program for leaners, hangers, and stumps across the county. Their senior project management and liaison teams were always responsive and collaborated seamlessly with our county staff in every project phase.

AshBritt's contribution significantly alleviated the challenges of a difficult situation. I am grateful for the ongoing professional relationship we share with them.

Sincerely,

Ashley Tye

GA-Professional Certified Emergency Manager
Emergency Management Director
Lowndes County Board of Commissioners

ISLE OF WIGHT COUNTY
FIRE RESCUE

LETTER OF COMMENDATION
ASHBRITT, INC.

To Whom it May Concern,

I am writing to express my sincere appreciation and commendation for the exceptional response to the recent warehouse fire in Isle of Wight County, VA. Your team's swift and effective actions played a crucial role in mitigating the impact of this unfortunate incident.

The professionalism and dedication exhibited by Ashbritt, Inc. during this challenging situation did not go unnoticed. Your prompt mobilization, efficient coordination with local authorities, and the tireless efforts of your personnel were instrumental in containing the fire and minimizing potential damage.

While en route to this incident, I declared a Local State of Emergency. I did this for several reasons but one in particular was because of the need to call for more advanced resources. When I arrived on scene, I was immediately tasked with ordering heavy resources needed to reach the seat of the still burning fire and mitigating the HAZMAT concerns from run off. From prior conversations with Jason Fawcett, I knew that I could make one phone call and have all the resources I need; Ashbritt was that one phone call.

In times of crisis, the importance of capable and responsive organizations like Ashbritt, Inc. becomes evident. Your commitment to community safety and your ability to execute a well-coordinated emergency response have undoubtedly made a positive difference in Isle of Wight County.

Please convey my gratitude to all the individuals involved in this operation. Their commitment to excellence reflects positively on your organization and contributes significantly to the well-being of the communities you serve.

Respectfully,

William D. Drewery, CEM
Emergency Management Coordinator
PO Box 109
17130 Monument Circle
Isle of Wight VA, 23397

Charlotte County Florida

PROCLAMATION

WHEREAS, Ashbritt is now in its 30th year of operations for services including national rapid-response emergency management and logistics, pre-positioned debris management, debris removal, and related natural disaster activities; AshBritt is a national leader in disaster response and recovery services in terms of experience, capacity, quality of service, operational innovation, and financial strength; and

WHEREAS, through proficiency in natural disaster rapid-response emergency management and logistics, AshBritt has supported all of Charlotte County in emergency management recovery efforts, including debris removal, hauling and citizen drop off sites; and

WHEREAS, during the most recent natural disaster, Hurricane Ian, AshBritt immediately responded and mobilized, continuously communicated with Charlotte County staff starting prior to landfall, and assisted with removal of more than 4.7 million cubic yards of debris; and

WHEREAS, AshBritt has demonstrated its commitment to supporting Charlotte County in hiring local businesses first and strengthening the local workforce; and

WHEREAS, AshBritt continues to support local charities such as the Charlotte County Boys & Girls Club, Keep Charlotte Beautiful, the United Way of Charlotte County, the Charlotte County Sheriff's Office, and was a proud sponsor of Charlotte County's Centennial Gala; and

WHEREAS, AshBritt has provided work and supporting documentation to maximize FEMA reimbursements for all eligible services and materials totaling more than $79 million.

NOW, THEREFORE, BE IT PROCLAIMED that the month of June 2023 shall be known in all of Charlotte County as

AshBritt Month

and is congratulated for 30 years of business and 13 years of serving Charlotte County.

PASSED AND DULY ADOPTED this 23rd day of May 2023

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

Ken Hagan
County Commissioner
District 2

March 13, 2023

RE: Letter of Recommendation

To Whom it May Concern:

I am pleased to write a letter of recommendation on behalf of AshBritt. AshBritt performed hurricane debris removal services for Hillsborough County following the aftermath of Hurricane Ian, and I am extremely pleased with their service quality.

Prior to landfall of Hurricane Ian, AshBritt staff was in constant communication with County staff. AshBritt also had an available representative, if needed, in the Emergency Operation Center immediately following the hurricane to develop a plan of action.

The professionalism AshBritt exhibited after Hurricane Ian was greatly appreciated. While the damage in our community was not as extensive as in the neighboring counties to the south of us, we did experience a significant amount of downed trees, property damage, and flooding. AshBritt was able to remove over 700,000 tons of debris and worked across the many diverse communities in Hillsborough County to complete the work. Senior project management and liaisons were always very responsive and worked well as a team with the county in all aspects of the project.

The project was extremely successful and should AshBritt's services be needed in the future we look forward to the opportunity to work with their team again. From previous hurricane experiences, AshBritt made a bad situation extremely manageable, and I continue to appreciate the working relationship we have with this company.

Sincerely,

Ken Hagan

Ken Hagan, Chairman
County Commissioner
District 2

County Center 601 E. Kennedy Blvd. 2nd Floor • Tampa, Florida 33602
Telephone (813) 272-5452 Fax (813) 272-7047
HaganK@HCFLGov.net • HCFLGov.net

THE CITY OF KEY WEST
1600 N. Roosevelt Blvd. Key West, FL 33041-1409 (305) 809-3933

To: Holly Raschein
From: Greg Barroso Emergency Manager / KWFD Division Chief
Date: 1/2/2023

Reference: AshBritt Letter of Appreciation

Ms. Raschein:

I wanted to thank you, Brian Thomason, and all at AshBritt that helped with the rapid response to Key West for storm debris removal. In the days before land fall of Hurricane Ian, Mr. Thomason contacted me to assure me that AshBritt was monitoring TD Ian and was staged and ready to respond. Immediately after Hurricane Ian, AshBritt responded as promised and began working on Key West's storm debris cleanup priorities. Throughout the entire cleanup effort, AshBritt maintained constant communication and reported their daily progress to me. At times, AshBritt diverted their resources to address immediate priorities of cleaning a particular area within the city. Although this storm veered west of Key West, our island sustained flooding and widespread debris. In the day and weeks following, I witnessed AshBritt's project managers work with our city employees and local partners as a team to successfully carry out their mission.

I write this letter of appreciation as both the Emergency Manager for the City of Key West and as a resident who lives and works in this community. I truly appreciate how quickly AshBritt cleaned up the storm debris from our streets and sidewalks. This quick response and thorough clean up allowed for residents, employees, students, and visitors of Key West to return to their normal daily routine of traversing Key West.

Sincerely,

Greg Barroso
Emergency Manager / KWFD Division Chief of Training
gbarroso@cityofkeywest-fl.gov
Office: 305-809-3942
1600 N Roosevelt Blvd
Key West, FL 33040
Serving the Southernmost City

KEY WEST FIRE

Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.

William D. Beasley
County Manager

Deputy County Managers:
Todd J. Bond
Joe N. Halman, Jr.
Ryan J. Taylor

POLK COUNTY

Board of County Commissioners
330 West Church Street
PO Box 9005 • Drawer CA01
Bartow, Florida 33831-9005

PHONE: 863-534-6444
FAX: 863-534-7069
www.polk-county.net

January 19, 2023

Jamie Robbins – Texas Director of Operations
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Re: Reference for AshBritt, Inc.

To Whom it may concern:

On September 23, 2022, Polk County, Florida sustained severe damages resulting from Hurricane Ian, a category 4 storm. The federal government declared Polk County as a major disaster area and approved 100% federal reimbursement through December 7, 2022. Prior to activation, AshBritt actively sought out local subcontractors to assist them with the debris removal operations; and once activated, they quickly began with debris removal services. At their peak, AshBritt had more than 90 units simultaneously in use ultimately collecting and removing more than 1 million cubic yards of debris in just a little over three (3) months' time.

County staff coordinated with the AshBritt Team on the optimal temporary debris management sites (TDMS) and residential storm debris drop-off locations. A total of six TDMS were established, and a complete restoration of each site was done in a timely manner. The debris that was collected and disposed was carefully observed to comply FEMA rules and regulations, putting Polk County in the best position to receive maximum reimbursement of federal emergency funds.

AshBritt was extremely proactive, provided exceptional communication to the County throughout the mission, and facilitated successful debris removal keeping Polk County's fiscal liability in mind every day.

While I do not look forward to the next major storm event, when it does happen I will not be concerned with debris removal services with AshBritt under contract. I would recommend AshBritt to anyone looking for debris removal services. If any further information is needed, please feel free to contact me.

Sincerely,

Ryan J. Taylor
Deputy County Manager - Infrastructure

COMMISSIONERS: George Lindsey III, Chair • Rick Wilson • Bill Braswell, Vice Chair • Martha Santiago • Neil Combee

Office of the County Manager
Mark Isackson
3299 Tamiami Trail East, Suite 202 • Naples Florida 34112-5746 • (239) 252-8383

April 25, 2022

Re: Reference for Ashbritt, Inc.

To Whom It May Concern:

The Board of County Commissioners approved AshBritt, Inc. (AshBritt), to provide disaster debris management and removal services for the 2017 hurricane season. AshBritt Inc. has been providing debris removal services for Collier County since the early 2000's. AshBritt has conducted 3 disaster debris removal projects for the County beginning with Hurricane Wilma. AshBritt has removed and managed over 4,500,000 cubic yards of disaster debris for the County. Since then, AshBritt has participated in numerous training and planning sessions with the County and is regularly engaged in the business of providing disaster debris removal services.

For the activation of Hurricane Irma in 2017, AshBritt provided exceptional and professional post-disaster debris collection, removal, and disposal services. AshBritt was able to provide immediate preemptive services that facilitated the overall success of the debris mission with no additional cost to the County. The county was divided into 58 work zones. Once activated, AshBritt quickly began with emergency road clearing services, which included 45 wheel loaders and over 100 chainsaw men. Following the road clearing, AshBritt began debris removal operations, over 40 tree crews removed more than 1,300 hazardous trees and over 22,000 hazardous limbs. Additionally, AshBritt included 128 generators, 352 chemical toilets, 2 shower facilities, 75 vacuum trucks, traffic signal inspections, fuel delivery, over 10,000 meals, temporary fencing, and raw sewage collection from overflowing manholes and lift stations.

With the tireless effort of the AshBritt's team, the county's six temporary debris staging sites and five residential storm debris drop-off locations were reviewed and surveyed. A complete restoration of all eleven sites was done in a timely manner. Debris was collected and disposed was in full compliance with FEMA rules and regulations, qualifying Collier County for maximum reimbursement of federal and state emergency funds. The County received 50 million dollars in reimbursements for the hurricane debris mission.

Office of the County Manager
Mark Isackson
3299 Tamiami Trail East, Suite 202 • Naples Florida 34112-5746 • (239) 252-8383

The collection and monitoring of approximately 3.6 million cubic yards from Hurricane Irma-generated debris was completed in 3 months, with the debris staging sites cleared shortly thereafter. AshBritt provided an excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA's guidelines to optimize the county's eligibility for reimbursement. AshBritt's contract pricing included stumps, collection, processing, and disposal. Hurricane Irma's debris recovery cost was estimated at $64 million dollars.

AshBritt also provided exceptional and professional debris collection and removal services following Tropical Storm Fay in 2008, collecting and disposing of an estimated 20,000 cubic yards of debris at an estimated cost of $403,500. In 2005, post Hurricane Wilma, Ashbritt provide debris collection, processing and disposal services collecting over 1 million cubic yards of debris, receiving reimbursements of $24 million from FEMA and the State of Florida, with only $1,000 disallowed due to rounding errors.

AshBritt was deployed in response to a severe windstorm that hit Collier County during the pre-dawn hours on January 17, 2016. AshBritt had skillful staff quickly mobilized for debris collection and removal, collecting and disposing of an estimated 44,032 cubic yards of debris at an estimated cost of $465,152 proving they can handle both major and minor storm events.

The AshBritt Environmental Team is one of the best debris recovery businesses in the industry. Having 29 years in public service, I can vow for their ability to resource any emergency event and ensure that FEMA guidelines are strictly adhered to. Both the FEMA Administration and the State of Florida have recognized Collier County Government as one of the best debris management teams' thanks in great part to our contractor, AshBritt Environmental Inc.

Respectfully,

Daniel R. Rodriguez, M.B.A., CFM
Deputy County Manager – Collier County



5000 Diamondhead Circle
Diamondhead, MS 39525-3260
Phone: 228.222.4626 Fax
228.222.4390
www.diamondhead.ms.gov

December 6, 2021

To whom it may concern:

I am writing to recommend Ashbritt as a debris removal contractor for your city.

The City of Diamondhead recently pre-arranged our debris hauling contractor as well as FEMA consultant and debris monitoring firms. We had to activate this contract once for Hurricane Ida, and Ashbritt was professional in helping us clean our streets.

Although I hope we do not need their services any time soon, I am comforted to know that Ashbritt is part of our team in the event of a disaster.

If you have any questions, please contact me at 228-222-4626.

Sincerely,

Michael J. Reso
City Manager

BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA

FROM THE DESK OF
Austin Horton, Mosquito Control Director

725 Knowles Ave., Port St. Joe, Florida 32456
PHONE: (850) 227-1401/639-5754 • FAX (850) 665-3429
WEBSITE: www.gulfcounty-fl.gov • EMAIL: ahorton@gulfcounty-fl.gov

To Whom It May Concern:

I am writing this letter to thank your company, AshBritt Environmental, for the job well done in the removal of debris from waterways in Gulf County through the USDA's NRCS Grant during the year 2020. During the 5-month span of the project, AshBritt Environmental demonstrated efficiency and dedication to complete work, which will greatly benefit the residents of Gulf County in many aspects.

In spite of the flooding associated with Hurricane Sally, your team was able to complete the project in a timely manner. The attention to detail shown by your team, resulted in a job well done.

Project managers Bob Hewett and Brett Postelli exhibited a can-do, willing to serve attitude that made the project a pleasure to be a part of. They were both very professional in any dealings with Gulf County and displayed genuine concern and interest to provide Gulf County with the very best product that could be provided.

Again, I would like to express the gratitude that we have for AshBritt in giving this project a 100% effort in helping to restore waterflow to some of the major ditches throughout Gulf County that was left from the destruction that Hurricane Michael caused.

Feel free to contact me any time.

Sincerely,

DAVID RICH
District 1

WARD McDANIEL
District 2

PATRICK FARRELL
District 3

SANDY QUINN
District 4

PHILLIP McCROAN
District 5

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

September 23, 2020

Mr. Dow Knight
Senior Vice President
AshBritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

RE: Letter of Recognition – Econfina Creek, Hurricane Michael, Waterway Debris Project

Dear Mr. Knight,

In response to Hurricane Michael, which made landfall October 11, 2018, AshBritt was provided a notice to proceed on February 1, 2019, from the State of Florida's Department of Environmental Protection to perform waterway debris removal operations along a 14-mile segment of Econfina Creek in Northwest Florida.

AshBritt's operations started on February 4th, with a kick-off meeting with the Department's project management team, waterway debris removal crews, state and federal representatives to review scopes of work, approaches and methodology, debris monitoring, and state and federal guidelines. The creek segment was divided into 7 sectors, and each sector was assigned a debris removal crew. In total, roughly 82,000 cubic yards of vegetative debris was collected from the waterway, transported to one of the six access points using shallow draft grapple barges, offloaded and transferred into grapple trucks, and hauled to a permitted disposal facility. The Department, through its monitoring firm, employed an Automated Debris Management System to track the debris from origin to final disposal.

The Econfina Creek waterway debris clean-up project was handled efficiently with care given to limiting damage to the fragile habitat, addressing boater safety and citizen's concerns, and maximizing debris removal within budget. The Department was able to receive full reimbursement from FEMA for this clean-up project and appreciates Ashbritt's ongoing communication, timely reporting and professional efforts throughout the project.

Please accept this letter of recognition of AshBritt' efforts regarding the clean-up of the Econfina waterway debris and we will continue to work with you on our current contract with your firm.

Sincerely

Scott Woolam
Senior Program Analyst
Division of State Lands

/sew

EMERGENCY MANAGEMENT
WALTON COUNTY

April 28, 2020

Ashbritt, Inc.
Mr. Matt Gierden, Vice President
565 East Hillsboro Blvd
Deerfield Beach, FL

Subject: Waterway Debris Removal - Hurricane Michael

Dear Mr. Gierden,

I would like to take a moment to thank and extend our appreciation to you and the entire Ashbritt staff who assisted in the waterway debris removal from Clay's Bayou following hurricane Michael.

In October of 2018, Hurricane Michael gave mild to moderate impacts to Walton County. Our Public Works Department was able to handle all the debris that was left behind except for approximately 400 – 500 cubic yards of debris in Clay's Bayou, a non-navigable waterway.

Since this was a non-navigable waterway, FEMA refused to let us put this in as a PA project. After 17 months, emails, phone calls, and constant requests for documentation assistance from you, we were able to get the project funded by NRCS under the EWP program.

You, Bob Hewitt, Mark Dotson, and Kevin Spindler did an amazing job during the recovery process. Your assistance and the assistance of your team was phenomenal! The patience and help you gave us ensured the process moved along seamlessly.

This was the first project that Walton County has worked with Ashbritt on and this was by far the best partnership we have experienced. The communication and commitment to ensure debris removal was completed as fast as possible so that our residents could start using the waterway for kayaking and to help restore the area back to its natural habitat was outstanding.

Should Walton County need assistance in the future we would seek out the help of Ashbritt. On behalf of Walton County, I would like to thank Ashbritt Environmental, Mr. Gierden and all the other employees who assisted my County during our time of need. Thank you for your dedication, commitment and excellent customer service you provided during this event.

If you have any questions, please feel free to contact me at jeff@waltoncountyem.org or 850-307-4121.

Respectfully,

Jeffrey M. Goldberg, FPEM, FMI
Director
Walton County Emergency Management

75 South Davis Lane DeFuniak Springs, FL 32435
(850) 892-8065

JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service

THOMAS F. O'BRIEN
Director of Public Service

Ashbritt, Inc.
Attn: Mr. Matt Gierden, Vice President
565 East Hillsboro Blvd
Deerfield Beach, FL

1/13/2020

Subject: Debris Removal – Hurricane Dorian

The City of Charleston would like to take a moment to thank and extend our appreciation to the entire Ashbritt staff who assisted in the City's debris removal following hurricane Dorian.

On September 5th 2019 Hurricane Dorian impacted the City of Charleston and left a significant amount of debris in its wake. Due to the amount of debris left behind from Dorian the City of Charleston decided to participate in Charleston County's debris removal contract. On September 6th Matt Gierden of Ashbritt Environmental was already in contact with city officials and had begun the staging of debris removal equipment while the city began the process of debris removal and started hauling debris to our storage site at Sumar St.

Matt Gierden, Dilla Camacho and Geno Hernandez did an amazing job during the recovery process. Mr. Gierden and Mrs. Camacho attended our morning meetings every day answering any questions we had and addressing any concerns that may have come up from the previous day. Mr. Gierden and Mrs. Camacho were in constant contact with the City of Charleston throughout each day to ensure the process moved along seamlessly.

The City of Charleston has worked with Ashbritt on previous events and this was by far the best partnership we have experienced. The communication and commitment to ensure debris removal was completed as fast as possible so that our city could get back to normal was outstanding.

Should the City of Charleston need assistance in the future we would seek out the help of Ashbritt. The City of Charleston also would like to thank Ashbritt Environmental, Mr. Gierden and all of the other employees who assisted the city during our time of need. Thank you for your dedication, commitment and excellent customer service you provided during this event.

Michael Metzler
Interim Director, Public Service
City of Charleston

2 George Street, Suite 2100, Charleston, SC 29401-3506 · Phone (843) 724-3754 · fax (843) 973-7261

Office of the County Manager
840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8145

November 19, 2019

BOARD OF COUNTY COMMISSIONERS

www.baycountyfl.gov

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

KEITH BAKER
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA JR.
COUNTY MANAGER

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Re: Hurricane Michael Debris Removal

Bay County would like to thank you and your staff for the exceptional job in assisting with the debris removal and cleanup efforts from Hurricane Michael.

Hurricane Michael devastated Bay County and the surrounding areas and has been determined to be the largest local led debris removal operation in history. Your team came onboard immediately following the storm and expedited the setup and operations to remove debris from our roadways to allow for immediate cleanup efforts.

We would like to personally thank Matt Gierden and Bob Hewett for their assistance and sincerely appreciate their support. Matt was instrumental in the setup of operations to begin the debris removal process in our County. Additionally, Bob Hewett, as Project Manager, provided seamless onsite day-to-day management of the debris removal. Bob worked very well with staff and citizens addressing hundreds of calls and requests for debris removal assistance. Their efforts were professional and well organized.

We would like to commend Matt Gierden, Bob Hewett and the Ashbritt Team for their assistance and continued efforts throughout the disaster recovery process. Should Bay County need debris removal support in the future, we would gladly pursue Ashbritt's assistance.

Sincerely,

Joel Schubert
Assistant County Manager

CITY OF CALLAWAY
CITY HALL
6601 EAST HIGHWAY 22, CALLAWAY, FL 32404
PHONE 850-871-6000 • FAX 850-871-2444
WWW.CITYOFCALLAWAY.COM

MAYOR
PAMN HENDERSON

COMMISSIONERS
SCOTT DAVIS
DAVID GRIGGS
RON FAIRBANKS
MIKE JONES

November 11, 2019

AshBritt, Inc.
Attn: Mr. Matt Gierden, Vice President
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Subject: Debris Removal - Hurricane Michael

I just wanted to take a moment to thank you and extend my sincere appreciation for all of your personnel and crews on the outstanding assistance they provided with the debris removal from Hurricane Michael.

Bob Hewett did an outstanding job of managing the recovery process for the City of Callaway. Not only did he keep me updated with the constant communication, but he also went above and beyond to address any questions or concerns. He is true professionals that made this process seamless.

Should we need debris removal support in the future, I would actively seek AshBritt's assistance and request Matt Gierden & Bob Hewett as my project managers. Their actions exemplify dedication and commitment to excellent customer service.

If you have any questions, you can contact me at (850)-871-6000 or by email at citymanager@cityofcallaway.com.

Sincerely,

Ed Cook
City Manager
City of Callaway

FIRE DEPARTMENT
P: 850-871-5300
F: 850-871-5564

LEISURE SERVICES
P: 850-874-0031
F: 850-874-9977

PLANNING / CODE ENFORCEMENT
P: 850-871-4672
F: 850-871-2404

PUBLIC WORKS
P: 850-871-1033
F: 850-871-2416

ARTS & CONFERENCE CENTER
P: 850-874-0035
F: 850-874-0706

"This institution is an equal opportunity provider and employer."

Beach Management
Storm Water Management
Facilities & Infrastructure
Capital Projects

21 Center Street
Folly Beach, SC 29439
843-588-2477
elutz@cityoffollybeach.com

Department of Public Works

AshBritt, Inc.
Attn: Mr. Matt Gierden, Vice President
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

10/30/2019

Subject: Debris Removal - Hurricane Dorian To Whom It May Concern

I just wanted to take a moment to thank you and extend my sincere appreciation for all of your personnel and crews for the outstanding assistance they provided with the debris removal from Hurricane Dorian.

Geno Hernandez and Trey Davis did an outstanding job of expediting the recovery process. Not only did they keep me updated with the constant communication, but they also went above and beyond to address any citizen questions or concerns. They are true professionals and made this process seamless.

This project has been our second opportunity to work with AshBritt, the first one being after Hurricane Matthew in 2016. We could not have asked for a more professional team to work with as we quickly and efficiently put the City of Folly Beach back together with an impressively short recovery period.

Should we need debris removal support in the future, I would actively seek AshBritt's assistance and request Matt Gierden, Geno Hernandez, and Trey Davis as my project managers. Their actions exemplify dedication and commitment to excellent customer service.

If you have any questions, you can contact me at (843) 708-9982 or by email at elutz@cityoffollybeach.com.

Sincerely,

Eric Lutz CBO, CFM
Director Public Works

JIPSD
James Island Public Service District
Dedicated to Public Service Excellence

October 14, 2019

Ashbritt, Inc.
Mr. Eugenio "Geno" Hernandez, Project Manager
Mr. Matt Gierden, Vice President
565 E. Hillsboro Blvd.
Deerfield Beach, Fl 33441

RE: Debris Removal – Hurricane Dorian

Gentlemen:

I just wanted to take a moment to thank you both and all of your crews, equipment operators and laborers for the outstanding assistance they provided with the debris removal from Hurricane Dorian.

Geno did an outstanding job staying in touch with myself and Mr. Hood at all times keeping us updated on daily progress. On the rare occasion he wasn't available by phone he called back within minutes. Geno also did a great job keeping up with the debris from the staging site and making sure it was clean every Friday.

We greatly appreciated your flexibility and your attention to detail. It did not go unnoticed by the residents that we serve.

Both of you were a pleasure to work with, and we hope if needed in the future we will have the ability to work together again.

Sincerely,

Walter Desmond
Director of Solid Waste Services

1739 Signal Point Road | P.O. Box 12140 | Charleston, SC 29422-2140 | P 843-795-9060 | F 843-762-5240 | www.jipsd.org

JIPSD is an Equal Opportunity Employer and Provider, an At-Will Employer and a Drug-Free Workplace. We participate in E-Verify.

facebook.com/JamesIslandPSD instagram.com/JamesIslandPSD twitter.com/JamesIslandPSD

Town of Meggett

Harry V. "Buster" Herrington III
Mayor

Stephanie Smith, Town Administrator
W. Andrew Gowder, Jr., Town Attorney
Ali Ravenel, Town Clerk

Tommy Butler, Mayor Pro Tem
Tom Hutto, Council Member
Keith McCarty, Council Member
Angela Watts, Council Member

September 27, 2019

AshBritt, Inc.
Mr. Jason Haynie, Project Manager
Mr. Matt Gierden, Vice President
565 E. Hillsboro Boulevard
Deerfield Beach, Fl 33441

RE: Town of Meggett, Debris Removal
Hurricane Dorian

Dear Mr. Haynie and Mr. Gierden,

The debris removal in Meggett, SC by AshBritt, Inc. was completed in the time frame promised. Mr. Gierden, Mr. Haynie and their crews were professional and easy to work with through the debris removal process. They were available when contacted and quickly addressed our concerns. Mr. Haynie contacted my office when specific concerns were addressed and to verify our satisfaction for the work performed by their crew.

Additionally, their crews had to work amongst a bridge replacement crew and utility line tree trimming operations. They did so in a professional manner and keep their goal in front of them through, what I am sure were, obstacles created by the extra presence in our town.

Sincerely,

Stephanie Smith

Stephanie Smith
Town Administrator – Meggett, SC

4776 Hwy 165, Meggett, SC 29449 phone 843-889-3622 fax 843-889-6873

From: Vickie Gainer <vgainer@cityoflynnhaven.com>
Date: October 8, 2019 at 8:17:41 AM EDT
To: Bob Hewett <bhewett@ashbritt.com>
Cc: Bobby Baker <bbaker@cityoflynnhaven.com>, Dow Knight <dow@ashbritt.com>, Matt Gierden <matt@ashbritt.com>, Luciano Costa <lcosta@ashbritt.com>, "Gresenz, Bob" <Bob.Gresenz@tetratech.com>
Subject: RE: Lynn Haven NRCS Waterways and Ditch Completion

Bob, thank you. You and your crew have done an outstanding job. The City of Lynn Haven is better because of your tireless efforts.

Best,
Vickie

Vickie L. Gainer
Acting City Manager
825 Ohio Avenue
Lynn Haven, FL 32444
Phone: 850.265.2121 ext. 112
vgainer@cityoflynnhaven.com
www.cityoflynnhaven.com

"Flexible people don't get bent out of shape."

1

PATRICK M. O'NEIL
MAYOR

TOWN COUNCIL
CHAUNCEY CLARK, MAYOR PRO TEM
SARAH CHURCH
GREG HAMMOND
TIM REESE
BACHMAN SMITH, IV
KAYE SMITH

TOWN OF SULLIVAN'S ISLAND

ANDY BENKE
TOWN ADMINISTRATOR

JASON BLANTON
DEPUTY ADMINISTRATOR/COMPTROLLER

LAWRENCE A. DODDS
TOWN ATTORNEY

GREG GRESS
WATER AND SEWER MANAGER

JOE HENDERSON
DIRECTOR OF PLANNING AND ZONING

CHRISTOPHER GRIFFIN
CHIEF OF POLICE

COURTNEY LILES
TOWN CLERK

RANDY ROBINSON
BUILDING OFFICIAL

M. ANTHONY STITH
FIRE CHIEF

October 11, 2019

Mr. Matt Gierden, Vice President
Mr. Eugenio "Geno" Hernandez, Project Manager
Ashbritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

In reference: Debris Removal

Dear Messrs. Gierden and Hernandez,

It is with great pleasure that I send this note of appreciation thanking both of you, your crews, administrators, mechanics, and all involved at AshBritt who made it possible to provide the support and assistance afforded Charleston County for debris removal on Sullivan's Island following Hurricane Dorian.

As noted, Sullivan's Island is a small littoral municipality that funds its services on ad valorem property taxes. Additionally, Sullivan's Island is a community where residents take great pride in the appearance of their property. Once FEMA made the declaration to assist municipalities with the debris cleanup there was great interest in restoring the Island to its pre-storm order. To that end the Town is very thankful for your quick response to remove the debris and to do so quickly, efficiently and without disturbance to the right-of-way.

Following declaration, I was in daily communication with Joe Neris who was very responsive to all of my requests for assistance. The work was done as explained and on time. The Ashbritt team was a pleasure to work with during a very stressful time following this natural disaster.

Once again, thank you for the outstanding effort on Sullivan's Island.

With kind regards, I am

Very truly yours,

TOWN OF SULLIVAN'S ISLAND

Andy Benke

Andy Benke

Town Administrator

WWW.SULLIVANSISLAND.SC.GOV
P.O. BOX 427 • SULLIVAN'S ISLAND, SC 29482
(843) 883-3198 • FAX (843) 883-3009

SAPSD
St. Andrews Public Service District

October 9, 2019

Ashbritt, Inc.
Mr. Eugenio "Geno" Hernandez, Project Manager
Mr. Matt Gierden, Vice President
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

RE: Debris removal - Hurricane Dorian

Gentlemen:

I just wanted to take a minute to thank both of you and all of your crews, administrators, mechanics, and everyone involved at AshBritt who made it possible for you to provide the support and assistance that was afforded Charleston County, specifically St. Andrews Public Service District, following Hurricane Dorian.

As I personally shared with each of you, SAPSD is a very small, frugal, and cost effective government servicing approximately 22,000 residents West of the Ashley. Our sole revenue source is property taxes. Period. As a result, we must be very financially responsible, which is why we requested minimal assistance from AshBritt until President Trump/FEMA made the declaration to assist municipalities with the debris cleanup.

I appreciate your flexibility in working with us prior to the declaration in a manner that was best for our residents in the interest of cost. I am also very thankful for your quick response when assistance was needed with the extremely large trees and of course, clearing the area on North Westchester daily.

Following declaration, I was in daily communication with Gino and he was very responsive to all of my requests for assistance, including several idiosyncrasies within the district. Matt, you and Gino were a pleasure to work with during a very stressful time following this natural disaster.

Again, thank you for all you have done and hopefully will continue to do as long as you are here in Charleston County helping us keep West Ashley clean!!

Sincerely,

St. Andrews Public Service District

Christie Holderness

CEO/District Manager

Address: 1775 Ashley River Road Charleston, SC 29407 Phone: 843-556-6310 Fax: 843-769-2404 www.standrewspsd.org

Mount Pleasant
SOUTH CAROLINA

AshBritt Environmental
Mr. Matt Gierden, Vice President
Mr. Joe Nerris, Project Manager
565 East Hillsboro Blvid
Deerfield Beach, FL 33441

Subject: Debris Removal- Hurricane Dorian

To Whom It May Concern,

Please extend my sincere and personal appreciation to everyone involved at AshBritt Environmental who made it possible for you to provide the outstanding service with debris removal following Hurricane Dorian's aftermath.

Dorian skimmed the South Carolina coast on September 4th and 5th 2019. As part of Charleston County's emergency debris removal contract, Matt Gierden of AshBritt Environmental was in contact with Town officials on September 6th and was staging debris removal equipment on September 7th. Initial coordination took place between the Town and Matt, who then assigned Joe Neris as the Project Manager for the area east of the Cooper River.

Joe seamlessly integrated AshBritt's resources into the Town's debris removal efforts. He is a true professional who provided sound advice, based on his years of experience with natural disasters.

Joe attended a daily coordination meeting with Town staff where we synchronized the efforts of Town Waste Management Division crews and the crews provided by AshBritt. We divided the Town into sectors and cleared debris by neighborhood, ensuring debris was removed in an efficient and timely manner.

Joe also supervised the temporary Debris Management Site that the Town established for the town/county's debris removal efforts. This site was incredibly efficient and processed 103,805 Cubic Yards of Debris while keeping the facility clean and orderly.

This has been our second opportunity to work with Matt and Joe, the first one being after Hurricane Mathew in 2016. We could not have asked for a more professional team to work with as we tried to put the Town of Mount Pleasant back together after the storms.

Should we need debris removal support in the future, I would actively seek AshBritt Environmental's support and request Matt Gierden and Joe Neris to work with. Their actions exemplify dedication and commitment to excellent customer Service.

Many thanks for a job well done.

If you have any questions, you can contact me at (843) 849-2022 or by email at jpeele@tompsc.com.

Sincerely,

Jody Peele
Director, Public Services Department
Town of Mount Pleasant, SC

100 ANN EDWARDS LANE. MOUNT PLEASANT. SC 29464 TEL: (843) 884.8517 WWW.TOMPSC.COM

Collier County
Public Utilities Department

October 8, 2020

To Whom It May Concern:

The Board of County Commissioners approved AshBritt, Inc. (AshBritt), to provide disaster debris management and removal services for the 2017 hurricane season. Ash Britt Inc. has been providing debris removal services for Collier County since the early 2000's. AshBritt has conducted 3 disaster debris removal projects for the County beginning with Hurricane Wilma. AshBritt has removed and managed over 4,500,000 cubic yards of disaster debris for the County. Since then, AshBritt has participated in numerous training and planning sessions with the County and is regularly engaged in the business of providing disaster debris removal services.

For the activation of Hurricane Irma in 2017, AshBritt provided exceptional and professional post-disaster debris collection, removal, and disposal services. AshBritt was able to provide immediate preemptive services that facilitated the overall success of the debris mission with no additional cost to the County. The county was divided into 58 work zones. Once activated, AshBritt quickly began with emergency road clearing services, which included 45 wheel loaders and over 100 chainsaw men. Following the road clearing, AshBritt began debris removal operations, over 40 tree crews removed more than 1,300 hazardous trees and over 22,000 hazardous limbs. Additionally, AshBritt included 128 generators, 352 chemical toilets, 2 shower facilities, 75 vacuum trucks, traffic signal inspections, fuel delivery, over 10,000 meals, temporary fencing, and raw sewage collection from overflowing manholes and lift stations.

With the tireless effort of the AshBritt's team, the county's six temporary debris staging sites and five residential storm debris drop-off locations were reviewed and surveyed. A complete restoration of all eleven sites was done in a timely manner. Debris was collected and disposed was in full compliance with FEMA rules and regulations, qualifying Collier County for maximum reimbursement of federal and state emergency funds. The County received 50 million dollars in reimbursements for the hurricane debris mission.

Administration • 3339 Tamiami Trail East, Suite 301 • Naples, Florida 34112-5361 • 239-252-2540 • FAX 239-252-6474

Collier County
Public Utilities Department

The collection and monitoring of approximately 3.6 million cubic yards from Hurricane Irma-generated debris was completed in 3 months, with the debris staging sites cleared shortly thereafter. AshBritt provided an excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA's guidelines to optimize the county's eligibility for reimbursement. AshBritt's contract pricing included stumps, collection, processing, and disposal. Hurricane Irma's debris recovery cost was estimated at $64 million dollars.

AshBritt also provided exceptional and professional debris collection and removal services following Tropical Storm Fay in 2008, collecting and disposing of an estimated 20,000 cubic yards of debris at an estimated cost of $403,500. In 2005, post Hurricane Wilma, Ashbritt provide debris collection, processing and disposal services collecting over 1 million cubic yards of debris, receiving reimbursements of $24 million from FEMA and the State of Florida, with only $1,000 disallowed due to rounding errors.

AshBritt was deployed in response to a severe wind storm that hit Collier County during the pre-dawn hours on January 17, 2016. AshBritt had skillful staff quickly mobilized for debris collection and removal, collecting and disposing of an estimated 44,032 cubic yards of debris at an estimated cost of $465,152 proving they can handle both major and minor storm events.

The AshBritt Environmental Team is one of the best debris recovery businesses in the industry. Having 29 years in public service, I can vow for their ability to resource any emergency event and ensure that FEMA guidelines are strictly adhered to. Both the FEMA Administration and the State of Florida have recognized Collier County Government as one of the best debris management teams' thanks in great part to our contractor, AshBritt Environmental Inc.

Respectfully,

Daniel R. Rodriguez, M.B.A., CFM
Public Utilities Deputy Department Head
Cell: (239) 253-0866

Administration • 3339 Tamiami Trail East, Suite 301 • Naples, Florida 34112-5361 • 239-252-2540 • FAX 239-252-6474

Collier County
Public Utilities Department
Solid & Hazardous Waste Management Division

July 23, 2020

Dear Mr. Gierden,

On behalf of the Public Utilities Department's Solid and Hazardous Waste Management Division, I would like to thank you for your time and presentation on Wednesday, July 22, 2020. Your understanding of debris management and post-disaster cleanup is invaluable. The experience and expertise you shared demonstrated a valued and clear understanding of how to step into action during a catastrophe.

Your presentation was thorough and, well put together. With your guidance and ability to quickly offer solutions to ensure the County's fiscal responsibility to achieve maximum FEMA reimbursement was evident. Collaboration with the debris monitoring team, Tetra Tech, demonstrates you share the County's values and have the County's best interest in the forefront.

I understand from the Irma experience the County values Ashbritt as a reliable and trustworthy resource. It is because of people like you and your team that Collier County safely and swiftly offer relief to the county constituents, maintaining Collier County the best place to live, work, and play.

Respectfully,

Kari Hodgson

Kari Ann Hodgson, P.E.
Division Director
Solid & Hazardous Waste Management Division
Collier County Public Utilities Department

SWA
SOLID WASTE AUTHORITY
YOUR PARTNER FOR SOLID WASTE SOLUTIONS

February 21, 2018

To: Whom it May Concern

From: John Archambo, Director
Customer Relations

Subject: Ashbritt, Inc. Emergency Debris Management Services

Palm Beach County was impacted by Hurricane Irma on Sunday, September 10, 2017, which generated approximately 3 million cubic yards of storm debris to be collected, reduced and transported to a final disposal (recycling) destination.

The Solid Waste Authority of Palm Beach County (SWA) is the agency responsible for the cleanup of storm debris impacting the County. Ashbritt, Inc. played a key role removing, processing and transporting eligible storm debris material to a final destination in a very safe and timely manner. They also operated temporary debris disposal sites in a safe and efficient manner.

Ashbritt, Inc.'s constant communication before, during and after Hurricane Irma provided a true sense of confidence in the task before us. They are a proven and experienced disaster response team that will exceed a customer's expectations at every turn. Ashbritt, Inc.always provides a very high quality team of managers that communicate and organize an outstanding cleanup effort.

The Ashbritt, Inc.team are also well aware of all FEMA eligibility requirements, responding immediately to any and all challenges presented during a natural disaster.

It is truly a pleasure working with the Ashbritt, Inc.team and I can assure you this company will not disappoint.

You may feel free to contact me at 561-697-2700, ext 4725 if you require any further information.

7501 North Jog Road, West Palm Beach, Florida 33412 • (561) 640-4000 • FAX (561) 640-3400
Customer Information Services: (561) 697-2700 • Toll-Free: 1 (866) 792-4636

Recycled Paper

CITY OF HOLLY HILL

The City with a Heart
1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
www.hollyhillfl.org

Building, Zoning, Licensing & Inspections
386-248-9442
Fax 386-248-9498

City Clerk
386-248-9441
Fax 386-248-9448

City Manager
386-248-9425
Fax 386-248-9448

Economic Development
386-248-9444
Fax 386-248-9446

Finance
386-248-9427
Fax 386-248-9497

Human Resources
386-248-9440
Fax 386-248-9448

Information Technology
386-248-9459
Fax 386-248-9448

Public Works
386-248-9463
Fax 386-248-9499

Utility Billing
386-248-9432
Fax 386-248-9458

Mayor & City Commission
386-248-9441
Fax 386-248-9448

July 13, 2017

Mr. Ralph Dahlgren
Ash Britt Environmental
565 East Hillsboro Blvd.
Deerfield Beach, Florida 33441

Re: Letter of Recommendation

Dear Ralph,

I want to take this opportunity to thank you and all those involved with Ash Britt Environmental for the fantastic job done cleaning up our City as a result of Hurricane Matthew.

Prior to the storms arrival on Friday October 7, 2016, you maintained contact with me to let me know you were closely monitoring Matthew's storm track and that Ash Britt Environmental was ready and prepared to assist our City when called upon. As it became evident that Holly Hill was in the direct path of the storm, our contract with you was activated and true to your word you arrived the next day.

Beginning with the 72 hour push and continuing right on through until the last limb was picked up, Ash Britt Environmental was on the job every single day. For more than 3 months, working 7 days a week sun up to sun down, your crews worked diligently removing debris expeditiously and efficiently. The debris was hauled to our Debris Management Site (DMS) where it was ground and chipped to be hauled to its final resting place. I especially want to thank Mr. John Nobile Sr. for his efforts overseeing the DMS operations and his coordination with City Staff working to clean our City.

I greatly appreciate the hard work and dedication of Ash Britt Environmental assisting in our recovery from Hurricane Matthew and would not hesitate to utilize your services again if necessary. Thanks again for everything you do!

Sincerely,

Mark T. Juliano, PWLF
Public Works Director
The City of Holly

Providing a safe, vibrant, affordable and diverse community in which all generations may enjoy a secure quality of life.

BEAUFORT COUNTY PUBLIC WORKS
Solid Waste and Recycling
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2800 Facsimile (843) 255-9435

July 17, 2017

Mr. John Noble
Ashbritt Environmental Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Dear Mr.Noble:

I am writing to express my appreciation for the performance of the entire team from Ashbritt in the marine debris removal operations for Hurricane Matthew. As our marine debris removal firm the level of support and professional performance provided has been outstanding. My direct points of contact with your firm were Project managers Dan Strode at the beginning and Blake Riley. Both supported the County in an outstanding manner. They are both professional in all respects and helped to establish a high standard for compliance. On a personal level, Blake was extremely responsive to answer any questions and provide the assistance I required. As the Debris Manager I am not exaggerating when I state that without his diligence, knowledge, and ability to gain the cooperation within the team we would not have been as effective. I am sure you are aware of the challenges presented in just dealing with 6-8 foot tide changes every 6 hours. All observers of our operation remarked that "Beaufort County had their operation together". Blake played a huge part in making that happen.

Providing Ralph Dahlgren to assist with the process allowed the County to get a jump on a difficult task. Ralph provided essential high level technical support and coordination for the debris removal operation. His experience and knowledge enabled the entire team to work seamlessly. His professionalism, personality and ability to communicate with our citizens kept things moving smoothly. Ralph handled the most difficult situations with ease which I sincerely appreciated. His ability "To Make the Noise Stop" was exceptional. I would also be remiss if I did not mention your safety officer Brett Postelli who did an outstanding job in all respects.

Bottom line, Ashbritt did an exceptional job and I am thankful for each member of your team. You completed a very difficult project with superlative results and continue to provide us with excellent customer service. I am forwarding a copy of this letter to our Administration and Purchasing Department for future reference.

Regards

James S. Minor Jr.

JAMES S. MINOR, JR
SOLID WASTE / DEBRIS MANAGER

JAMES W. CAMPO, CFP
Mayor

PAUL LUGER
Vice Mayor

VINCENT N. BARILE
Commissioner

FRANK FENDER
Commissioner

DAN MORRIS
Commissioner

TOWN OF SEWALL'S POINT

PAMELA MAC'KIE WALKER
Town Manager

LAKISHA Q. BURCH, CMC
Town Clerk

TINA CIECHANOWSKI
Chief of Police

JOHN ADAMS
Building & Facilities Director

April 21, 2017

Mr. Randal Perkins
AshBritt Environmental
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Re: Mr. Chris Holsinger

Dear Mr. Perkins:

As you know, the Town of Sewall's Point recently utilized the services of AshBritt Environmental for the cleanup of our town following Hurricane Matthew. We are very grateful for the services performed by your company, but particularly appreciate of the guidance and expertise we received from Mr. Chris Holsinger.

Having served in various executive capacities in local and regional government agencies for many years, I have had the opportunity to work with many knowledgeable professionals in a wide variety of capacities. Mr. Holsinger's expertise and proficiency, however, were notably remarkable. In every conversation with Chris, with every problem or concern that arose, Chris had the solution. And not only did he know the answer, he could quote the section and verse of the code that supported his position.

In the pitfall-laden world of FEMA reimbursement, having a person with the knowledge and expertise of Chris Holsinger was immeasurably reassuring. I could not let the opportunity pass to commend you for providing such outstanding service to the Town of Sewall's Point, and to congratulate you on having a consummate professional in the person of Chris Holsinger representing your company during the challenging times of disaster recovery.

Very truly yours,

Pamela Mac'Kie Walker
Town Manager

One South Sewall's Point Road, Sewall's Point, Florida 34996
Town Hall (772) 287-2455 • Fax (772) 220-4765 • E-Mail: pwalker@sewallspoint.org
Police Department (772) 781-3378 • Fax (772) 286-7669 • E-Mail: sppd@sewallspoint.org

SCDOT
South Carolina
Department of Transportation

March 17, 2017

AshBritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, Florida 33441

Subject: AshBritt's Past Performance Providing Disaster Debris Management to the South Carolina Department of Transportation

To Whom It May Concern:

In October of 2016, Hurricane Matthew brought high winds and heavy rainfall to South Carolina. The effects of this hurricane resulted in flooding and wind damage resulting in many downed trees; breached dams; and rivers that burst their banks washing away roads, bridges, and flooding homes. As a result, the South Carolina Department of Transportation (SCDOT) activated AshBritt's pre-positioned contract for Disaster Recovery Assistance to provide debris management services to Dillon, Dorchester, and Marlboro counties.

AshBritt quickly mobilized and began debris management operations. The project team was accessible, responsive, knowledgeable, and professionally implemented a recovery plan. The AshBritt team has been flexible and able to address evolving project plans, and successfully executed the scope of work in each assigned county.

We appreciate AshBritt's continued support with post-event clean-up and are pleased to have them as a part of our disaster response and recovery team. Please feel free to use this letter as a positive recommendation attesting to AshBritt's ability to successfully provide disaster debris management services.

Sincerely,

David B. Cook, PE
State Maintenance Engineer
(803) 737-1290

Post Office Box 191
Columbia, South Carolina 29202-0191

Phone: (803) 737-2314
TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

February 24, 2017

Dear Sir/ Madam,

I am writing this letter to recommend the services of AshBritt. During this past hurricane season we were hit by Hurricane Matthew. It had a serious impact on our community and brought significant damage to the City.

From the beginning, AshBritt was knowledgeable and helpful with many aspects of reimbursement through FEMA. Specifically, Dow Knight made sure we were on the path to have things done right the first time. He assisted greatly in the finalization of our contract and worked tirelessly to get the ball rolling.

AshBritt sent professionals to work in our community. They were adamant about being notified of any concerns and never complained when we sent more work their way. Project managers were diligent about checking in and keeping us up to date with progress. AshBritt fulfilled each detail of their contract and went above and beyond with their service. If you need a disaster professional, then I would highly recommend them to you.

Best Regards,

Matthew E Saxon

Matthew E. Saxon

Assistant City Manager

City of Pooler

CHATHAM COUNTY
DEPARTMENT OF PUBLIC WORKS

Robert W. Drewry
Director

William E. Wright
Deputy Director

March 30, 2017

Mr. John Noble
AshBritt Inc.
565 E. Hillsboro Boulevard
Deerfield Beach, FL 33441

Dear Mr.Noble,

On October 11, 2016 Chatham County issued your Notice to Proceed to remove debris as a result of Hurricane Matthew. Your company deployed resources immediately and when all was said and done, AshBritt collected and processed more than 1.6M cubic yards of vegetative debris over a 130 day period. The volume of debris from this storm far exceeded our expectations.

Chatham County was extremely pleased with the response from AshBritt. Project Manager Dow Knight was always professional, thorough, organized and responsive. As you know, demands and expectations from the public are high during difficult situations. Under immense pressure AshBritt remained respectful and steadfast from beginning to end.

On behalf of Chatham County, I thank you for the work AshBritt performed for our citizenry and I appreciate the significant amount of work it took to complete this project.

Sincerely,

Robert W. Drewry

"Dedicated and Committed"

P.O. Box 8161• Savannah, GA • 31412 • (912) 652-6840 • FAX (912) 652-6845
http://publicworks.chathamcounty.org

CHATHAM COUNTY
DEPARTMENT OF PUBLIC WORKS
AND PARK SERVICES

Robert w. Drewry
Director

William Wright
Deputy Director

February 9, 2017

Ash Britt

Re: Gratitude and Thanks

Ash Britt:

I am writing this letter to express my gratitude. Now that this experience is all but behind us, I have had a moment to reflect back at the work that you (Dow Knight) and Ash Britt have accomplished. I truly believe that Chatham County fared well due to you and the Ash Britt's teams extraordinary efforts. I know that it is truly a team effort. After seeing you and your crew in action it is easy to understand why you are regarded with such high standards. You have a way of working with everyone from the guys in the field all of the way up the department heads and even the commissioners when called upon.

It is evident that you are a seasoned vet and very knowledgeable within your area of expertise. It has been a pleasure working with you and Ash Britt. Although I hope that the County doesn't have to go through this again, I know that as long as Ash Britt and you are onboard the County will have nothing less than expedient first class service.

Thanks for all that you did for Chatham County and good luck with all of your endeavors.

Sincerely,
Marc Ginsberg
Debris Operations Project Manager
Chatham County Public Works

7226 Varnedoe Drive • P.O. Box 8161 • Savannah, Ga 31412-8161 • (912) 652-6840 • FAX (912) 652-6845

St. Johns County Board of County Commissioners

Public Works | Engineering Division

January 13, 2017

RE: Recommendation – AshBritt Environmental, Inc.

AshBritt Environmental, Inc.
565 East Hillsboro Blvd. Deerfield Beach, FL 33441
Re: Hurricane Matthew 2016 - 2017

I would be remiss if we did not take the time to commend your company and express how grateful and appreciative we are of the amazing operation your company ran here during Hurricane Matthew from October 2016 – January 2017

Ash Britt provided outstanding service during a time of urgency for our county after it was impacted by Hurricane Matthew. AshBritt Environmental worked quickly and efficiently to remove debris on the Right of Way, as well as worked diligently and carefully during a beach clean-up mission from the storm. AshBritt Environmental helped St. Johns County provide the most efficient and expeditious debris removal services to its residents.

Your assistance in our time of need meant a great deal not only to our Department but to our community as well. The clean-up efforts were overwhelming yet the competency, structure and organizational skills displayed by Ash Britt were excellent and helped our county return to its normal state as quickly as possible.

Sincerely,

Greg Caldwell, MPA
St. Johns County Public Works Department
Assistant Public Works Director
gcaldwell@sjcfl.us
Office: (904) 209-0132
Mobile: (904) 669-5221

2740 Industry Center Road, St. Augustine, FL 32084
P: 904.209.0110 | F: 904.209.0140
www.sjcfl.us

Collier County
Public Utilities Department
Solid & Hazardous Waste Management Division

Company Name: ASHBRITT, INC.

Comments:

The Board of County Commissioners approved AshBritt, Inc. (AshBritt) as our primary contractor to provide disaster debris management and removal services for the 2016 hurricane season. AshBritt has been under contract with Collier County for eleven years.

Following Hurricane Wilma in 2005, AshBritt provided exceptional and professional post-disaster debris collection, monitoring, and disposal services. The county was divided into 58 work zones. Debris was collected and disposed of in full compliance with FEMA rules and regulations, qualifying Collier County for maximum reimbursement of federal and state emergency funds. The county's four temporary debris staging sites were reviewed and surveyed. A complete restoration of all four sites was done in a timely manner.

The collection and monitoring of approximately 1 million cubic yards of Hurricane Wilma-generated debris was completed in 45 days, with the debris staging sites cleared shortly thereafter. AshBritt provided an excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA's guidelines to optimize the county's eligibility for reimbursement. AshBritt's cradle-to-grave contract price included stumps, collection, processing, and disposal. Following the project's final audit, Collier County received a reimbursement of $24 million, with only $1,000 ineligible.

AshBritt also provided exceptional and professional debris collection and removal services following Tropical Storm Fay in 2008, collecting and disposing of an estimated 20,000 cubic yards of debris at an estimated cost of $403,571.

Reduce...Reuse...Recycle
Solid and Hazardous Waste Management Division • 3339 Tamiami Trail East, Suite 302 • Naples, Florida 34112-5361 • 239-252-2508 • FAX 239-774-9222

AshBritt was deployed on January 17, 2016 for a severe wind storm event that unexpectedly hit Collier County during the pre-dawn hours of that day. AshBritt was outstanding and had skillful staffing quickly mobilizing the debris collection and removal, collecting and disposing of an estimated 25,000 cubic yards of debris at an estimated cost of $450,000.

Collier County Solid & Hazardous Waste Management

By: Sue Zimmerman
Sue Zimmerman, CPM, Planner

Colleton County
Office of the County Engineer
403 E. Washington St, Suite B
Walterboro, South Carolina 29488
Phone: 843-782-3104

October 6, 2014

Mr. Matt Gierden, Vice President
AshBritt, Inc
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

RE: Winter Storm PAX 2014

Dear Mr. Gierden,

On behalf of Colleton County, I extend our thank you and appreciation for the services provided by AshBritt, Inc amidst our time of emergency during the Winter Storm PAX which occurred in February 2014. In addition to the immediate disaster relief, I thank you for the continued clean-up efforts and coordination that took place over the following weeks.

It has been a long time since the County has experienced a natural disaster of this magnitude. Most of the personnel in leadership roles that were present during the last disaster are no longer with the County. Needless to say, there was a steep learning curve for us current County employees tasked with leading the relief efforts. I am most grateful and appreciative how AshBritt came along side our staff with support and direction, helping us navigate the detailed FEMA procedures required in order to later seek potential federal aid reimbursements for our clean-up efforts.

In addition to the debris management services, I am thankful for the coordination effort extended by AshBritt as we worked through payment. Colleton County is a large rural county with a small operating budget. The disaster and clean-up efforts from Winter Storm PAX were not a planned expenditure. AshBritt worked with the County as we sought federal reimbursement and reallocated funds from the operating budget to cover the incurred expenses.

In all, we are pleased with the excellent services provided and are confident we can rely on AshBritt in the wake of any future disaster.

Sincerely,

Jared Fralix

Jared Fralix, PE
County Engineer

Georgetown County
Department of Public Services
Innovative Leadership & Teamwork!

June 11, 2014

Mr. Matt Gierden, Vice President
AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

Re: Winter Storm PAX 2014

Dear Mr. Gierden:

Georgetown County would be remiss if we did not take the time to commend your company and express how grateful and appreciative we are of the amazing operation your company ran here during Winter Storm PAX in February 2014.

AshBritt provided outstanding service during a time of urgency for our county after it was impacted by damaging snow and ice. AshBritt worked quickly and efficiently to remove broken limbs and roadside debris, as well as worked diligently and carefully at cutting dangerous limbs left in trees from the storm. AshBritt helped us ensure and provide the most efficient and expeditious debris removal services to Georgetown County and its residents. Your assistance in our time of need meant a great deal not only to our Department but to our community as well. The clean-up efforts were overwhelming yet the competency, structure and organizational skills displayed by AshBritt were excellent and helped our county return to its normal state as quickly as possible.

Beyond Winter Storm PAX, AshBritt has provided excellent training services to us in the past and I feel confident that we can rely on AshBritt in the future. Thank you again for all of your support and efforts to keep our county safe.

Sincerely,

Ray C. Funnye, Director
Department of Public Services

Administration
108 Screven Street • PO Drawer 421270 • Georgetown, SC 29440
Phone: 843-545-3325 • Fax: 843-545-3648 • email: rcfunnye@gtcounty.org

Financial Capability & Resources

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

Bonding: Single Job - $1 Billion / Aggregate - $2 Billion
Working Capital: Over $100 Million
Underwrote $100 Million for USACE Katrina Mission

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

Year	Disaster(s)	Funds
2024	Hurricane Helene and Hurricane Milton Size of Workforce Managed: Over 4,000 pieces of heavy equipment	$1,000,000,000 (ongoing)
2022	Hurricane Ian and Kentucky Flooding Size of Workforce Managed: Over 1,000 pieces of heavy equipment	$649,500,000
2018	Hurricane Michael Size of Workforce Managed: Over 800 pieces of heavy equipment	$274,400,000
2017	USACE Northern California Wildfires Size of Workforce Managed: Over 2,000 pieces of heavy equipment	$307,100,000
2017	Hurricane Irma Size of Workforce Managed: Over 1,500 pieces of heavy equipment	$181,000,000
2016	Hurricane Matthew Size of Workforce Managed: Over 500 pieces of heavy equipment	$88,600,000
2012	Hurricane Sandy Size of Workforce Managed: Over 1,800 pieces of heavy equipment	$228,600,000
2005	Hurricane Katrina Size of Workforce Managed: Over 12,400 pieces of heavy equipment	$733,700,000

**** Please see the following pages for AshBritt's Bank/Bond Letters and Certificate of Insurance ****

BANK OF AMERICA

Kimberly Bryson
Senior Vice President
Senior Relationship Manager

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

August 5, 2025

To: Johnson County
111 South Cherry Street
Olathe, Kansas 66061

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

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

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

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

Regards,

Kimberly Bryson

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

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

Liberty Mutual Surety

Marc Davis
Field Product Line UW Specialist

Marcus.Davis@LibertyMutual.com
Phone # 601-503-1172
Cell # 601-812-9885

August 5, 2025

Johnson County
111 South Cherry Street
Olathe, Kansas 66061

RE: AshBritt, Inc.

Dear Sir/Madam:

It is a privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. for the past 15 plus years. We are pleased to share with you our favorable experience and high regard for AshBritt Inc. AshBritt, Inc. is a stable company with an extremely strong financial position. AshBritt, Inc. continues to handle their obligations in an exemplary fashion.

While we would certainly consider higher limits should the occasion arise, we currently have AshBritt, Inc. on a single job program exceeding $1,000,000,000 with an aggregate program exceeding $2,000,000,000.

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

This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood, that any arrangement for bonds is strictly a matter between AshBritt, Inc. and Liberty Mutual Insurance Company.

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

Thank You,

Marc Davis
Field Product Line UW Specialist

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Southeast Partners Insurance Services, LLC
1317 Citizens Blvd
Leesburg, FL 34748

CONTACT NAME:
PHONE (A/C, No, Ext): (239) 435-7108 FAX (A/C, No): (239) 213-2803
E-MAIL ADDRESS: tfedronich@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Surplus Insurance Company	26620
INSURER B : Everest National Insurance Company	10120
INSURER C : National Casualty Company	11991
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AshBritt, Inc.
565 E Hillsboro Blvd
Deerfield Beach, FL 33441--3543

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	SP007043012025	6/6/2025	6/6/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 75,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS	X	X	CF3CA00336-251	6/6/2025	6/6/2026	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE	X	X	SX007044012025	6/6/2025	6/6/2026	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A	X	WCC333398A	6/6/2025	6/6/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab.	X		SP007043012025	6/6/2025	6/6/2026	$1M PerClaim/$2M Agg	
A	Pollution Liability			SP007043012025	6/6/2025	6/6/2026	$1M PerClaim/$2M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurer D) Westchester Surplus Lines Insurance Company NAIC #10172
Excess Liability Policy #G47471643002 - Effective 6/6/2025 - 6/6/2026
Limits: $5,000,000 Each Occurrence / $5,000,000 Aggregate
Insurer E) Federal Insurance Company NAIC #20281
Inland Marine Policy #0663-98-55 EUC - Effective 5/22/2025 - 5/22/2026
Leased/Rented Equipment $500,000 Limit / $5,000 Deductible

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER
Board of County Commissioners of Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, KS 66061-3486

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: ASHBINC-02 TFEDRONICH

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Acrisure Southeast Partners Insurance Services, LLC		AshBritt, Inc. 565 E Hillsboro Blvd Deerfield Beach, FL 33441--3543 Broward
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Certificate Holder is included as an Additional Insured with respect to General Liability only as required by written contract per form CG2010, including Completed Operations per for CG2037, on a primary and non-contributory basis per form CG2001, including Waiver of Subrogation per form CG2404. Additional Insured with respect to Automobile Liability only as required by written contract per form ECA04521 on a primary and non-contributory basis per form CA0449, including Waiver of Subrogation per form ECA24503. Waiver of Subrogation with respect to Workers Compensation only as required by written contract per form WC000313.

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Certificate of Good Standing

STATE OF KANSAS

OFFICE OF SECRETARY OF STATE

CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 5119169

Business Name: ASHBRITT, INC.

Type: Foreign For-Profit Corporation

Jurisdiction: Florida

was filed in this office on June 13, 2017, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day July 24, 2025.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE

Certification Number: 104150-20250724 To verify the validity of this certificate please visit https://www.sos.ks.gov/eforms/BusinessEntity/CertifiedValidationSearch.aspx and enter certificate number.

Equipment List

One of AshBritt's greatest assets is the full allotment of equipment that we can make available to our clients. We know that the type and amount of equipment needed to accomplish this contract's Scope of Work could vary greatly depending on the amount, type, and location of need. However, AshBritt has ample experience providing clients with the **right amount of equipment to get the job done** under any scenario, thanks to our teaming partners and pre-registered subcontractors' large inventories of heavy and specialized equipment, and our management team's expertise in operational forecasting and equipment allocation.

We employed over 12,400 pieces of equipment throughout the duration of our Hurricane Katrina USACE mission.

We have access to thousands of pieces of equipment and have included a sample list below that can be immediately employed as needed (note: this list is not exhaustive of our full equipment capabilities). Our equipment reserves are strategically placed nationwide via teaming agreements, including the states of Kansas, Ohio, Florida, Massachusetts, California, and Missouri. Ashbritt also maintains strategic partnerships with several national rental groups, such as Sunbelt and United Rentals. **Our supplier account with Sunbelt Rentals alone gives us access to over 14,000 different types of equipment at 950+ locations.**

EQUIPMENT EXAMPLES			
	Truck, Pickup, ½ & ¾ Ton		Rake, Clearing, and Stacking, Dozer-mounted; lighter-weight construction
	Truck, Dump, 6-8 yd^3 capacities		Burner, Air Curtain, fully self-contained system
	Truck, Dump, 16-20 yd^3 capacities		Burner, Air Curtain, mobile unit, six cylinders Diesel engine, minimum 89 HP (66 kW)
	Tractor/Trailer, Dump, 35-100 yd^3 capacities, with Operator. Hydraulic dump trailer or "walking floor" trailer		Grinder, Tub, with 700-1000 Hp engine, 12 ft diameter tub
	Knuckle boom, 10-ton lifting capacity, with Operator. Trailer-mounted and towed by a tractor		Debris Removal/Oil Skimmer boats
	50 CY + Self-loading Grapple Truck (Freightliner/Kenworth/Mack/Peterbilt)		Mobile Dredge, 8" Hydraulic Ladder Cutter-head Self-Moving, 3000 GPM, 160 CY/hour solid rate discharge
	50+ Grapple Truck Trailer		Mobile Dredge, 8" Hydraulic Articulating Arm Cutter-head, Cuts depths to 15 ft. 2500 GPM, 130 CY/hour
	Wheeled or stationary Sennebogen, 830-840 models, 151–225 HP (Diesel or Electric options)		Ponsse harvester, 36-foot boom reach, 285 HP
	Loader, Front end, 3-5 yd^3 capacities (CAT/Volvo/Komatsu)		20 Ft. Open Fisherman
	Attachment, Loader Rake, mounts in place of the bucket on 4-wheel drive or crawler loaders.		35' Tugboat
	Loader, Mini, Width of the vehicle not to exceed 2 meters, for use in the restricted maneuver area		Landing Craft (22', 28' & 34')

EQUIPMENT EXAMPLES			
	Chipper Truck, 30yd³ bodies		Satellite Communication/Starlink Services
	Wood chipper, mobile unit towed by chipper truck		Reefer Containers with Ice
	Chainsaw, Gas engine, not less than 20" and 14" bars		Mobile Fleet Repair Vehicles
	Excavator, Hydraulic, 1-5 yd³ bucket, 128 - 286 Net Hp, fitted w/ a grapple		Potable Water Truck
	Attachment, Grapple, hydraulically operated clam-type bucket with 360-degree rotation, for use in demolition		Emergency Generators – Assorted Sizes
	Loader, tracked, 2-3 yd³ blade capacity		Temporary Sanitary Facilities and Housing Facilities
	Loader, tracked, 3-5 yd³ blade capacity		Dozer, tracked, 2-3 yd³ Blade capacity
	Grader, Motor, 12-foot blade, 130-140 net Hp		Dozer tracked, 22'6" Blade length, 405 Net Hp
	Water Truck, 5,000 gallon (dust control)		Fuel Tankers/Fuel Trailers

- ## Specialty Equipment and Facilities

In addition to the host of standard debris management equipment that we have access to, AshBritt maintains supplementary equipment and facility resources that can be used to support debris removal efforts via non-traditional methods. **AshBritt is a full-service emergency disaster response contractor**. We can coordinate and deliver turnkey emergency response, environmental remediation, recovery, and restoration services whenever needed. Through our resources and teaming partners, we ensure that these vital services are delivered expeditiously and professionally. We have outlined how some of these resources can be used to better support Johnson County on the following pages.

Drone Services

AshBritt has the experience and the personnel qualifications to provide surveys via drone/aerial video and



Still Shot from Panama City, FL Drone Survey
(Undeclared Severe Storms, 2024)



Drone Imagery of Mulching Progress for Florida Department of Environmental Protection
(Hurricane Idalia, 2023)

photography. We have provided debris surveys, DMS site photographs, and DMS restoration progress updates using these resources. When disaster debris or flooding impacts the County's ability to access sites for evaluation, we can deploy our drones and provide detailed insight into the area.

Helicopter Services

AshBritt can utilize helicopters to assist the County if required. Helicopters play a crucial role in debris removal efforts following a disaster, offering several advantages over traditional methods:

- **Accessibility**: Helicopters can navigate challenging terrains and reach remote areas that are inaccessible to ground-based machinery, ensuring efficient debris removal even in hard-to-reach locations.
- **Speed and Efficiency**: Helicopters can quickly lift and transport large volumes of debris, significantly expediting the cleanup process and enabling faster recovery efforts.
- **Versatility**: Helicopters can be equipped with various attachments, such as buckets or lifting slings, to handle a wide range of debris materials, from lightweight vegetation to heavy rubble.
- **Precision and Control**: Helicopters offer precise maneuvering, allowing for targeted debris removal without damaging surrounding areas or infrastructure. This could be especially useful in historic districts where heavy machinery use should be avoided.

Below are some specific situations where helicopters would be preferred over traditional methods:



Hurricane Ian Helicopter Ops
(Florida, 2023)

- **Remote or Inaccessible Locations**: When debris is in areas that are difficult or impossible to reach by land, such as mountainous regions, flooded areas, or heavily damaged infrastructure, helicopters are the only viable option for debris removal.
- **Emergency Response and Rescue**: In the immediate aftermath of a disaster, when time is of the essence, helicopters can quickly access disaster zones, remove debris blocking access routes, and facilitate search and rescue operations.
- **Extensive Debris Fields**: In situations where debris is spread over vast areas, helicopters can efficiently cover large distances and transport debris to designated collection points, reducing the time and manpower required for cleanup.
- **Environmental Protection**: When debris removal operations pose a risk to sensitive ecosystems, such as mangrove forests or waterway environments, helicopters can minimize environmental impact by selectively lifting debris without disturbing the surrounding environment.
- **Historic Preservation**: Helicopters can provide debris removers with the ability to conduct operations in sensitive historic districts without the use of heavy machinery that could further disturb the location.

Temporary Facilities

AshBritt maintains agreements with multiple subcontractors who can be called upon to provide an array of facilities to support operations in the County. We have leaned on these providers to assist with multiple logistical operations throughout the country. For example, in 2022, AshBritt was contracted by the Florida Division of Emergency Management to establish a turnkey, 1,500-person base camp in Charlotte County, FL, in response to Hurricane Ian. Our subcontracting partners swiftly deployed, established the camp, and maintained full-service operations for five months.



These vendors can provide an array of ADA-compliant facilities for disaster-related response efforts, including but not limited to:

- Climate-controlled frame tents
- Climate-controlled sheltering trailers
- Mobile shower trailers
- Mobile restrooms
- Port-o-lets
- Office trailers
- Mobile command centers
- Laundry facilities
- Dining hall buildouts
- Full-service kitchen facilities
- Workout facilities
- Other multi-purpose structures
- Utility trailers

Technological Advantages

Microsoft Power BI

Microsoft Power BI is a data tracking solution that can be used via mobile device to supplement ADMS. This powerful tool combines cutting-edge interactive visualizations with robust data querying and modeling capabilities, offering real-time data analysis and visualization. It plays a crucial role in quality control and daily operational data verification, ensuring the accurate tracking of production rates.

Power BI excels at transforming data from various sources into dynamic dashboards and reports. This capability enables timely access to critical insights; monitoring operational improvements; project timelines; ROW collection efficiency; haul-out production rates; quantities of debris types; and geographical mapping by debris categories, such as trees, stumps, white goods, and more.

Furthermore, the application easily identifies any irregularities in the operational process and serves as a valuable tool for monitoring project costs. This functionality is essential for aligning project expenses with assigned purchase orders, a vital requirement for projects carried out for Johnson County. Below are example maps and reports from the Power BI application that were used in our recent response to Hurricane Ian for Charlotte County, FL.

Figure 1. Resource Map

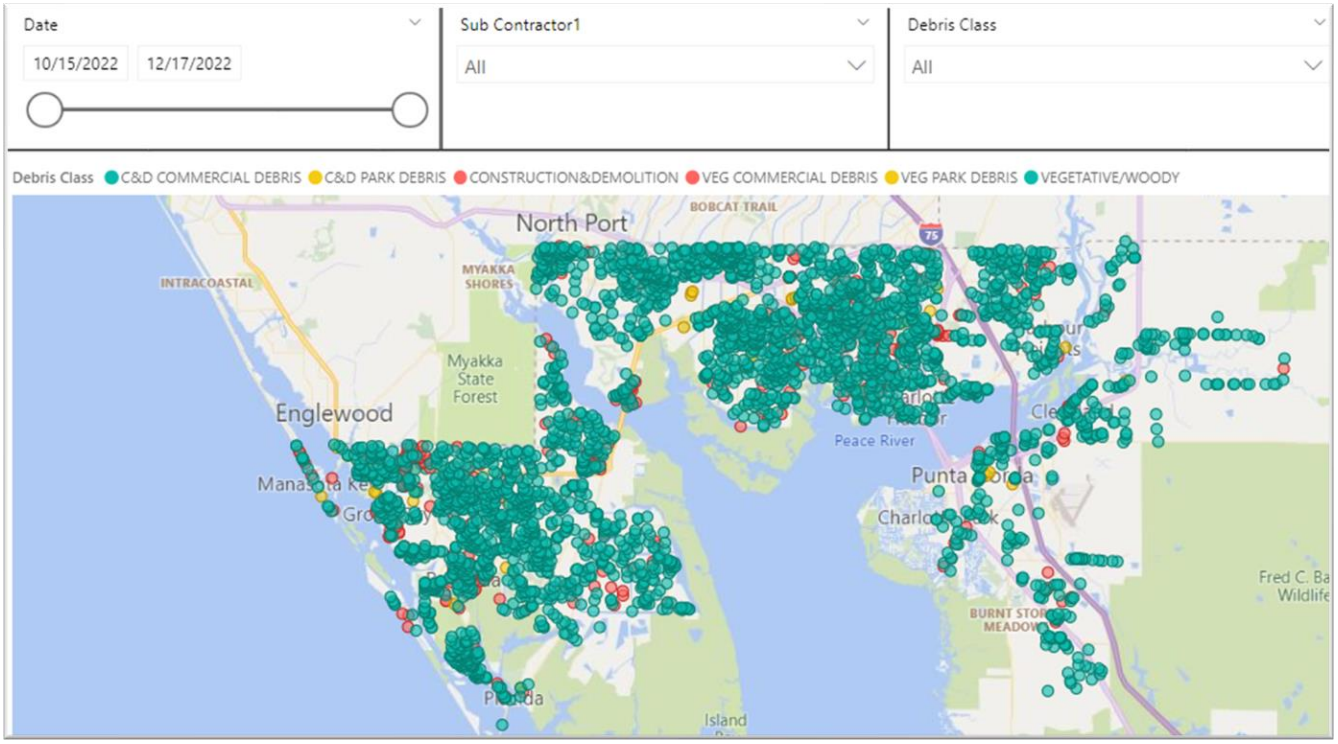
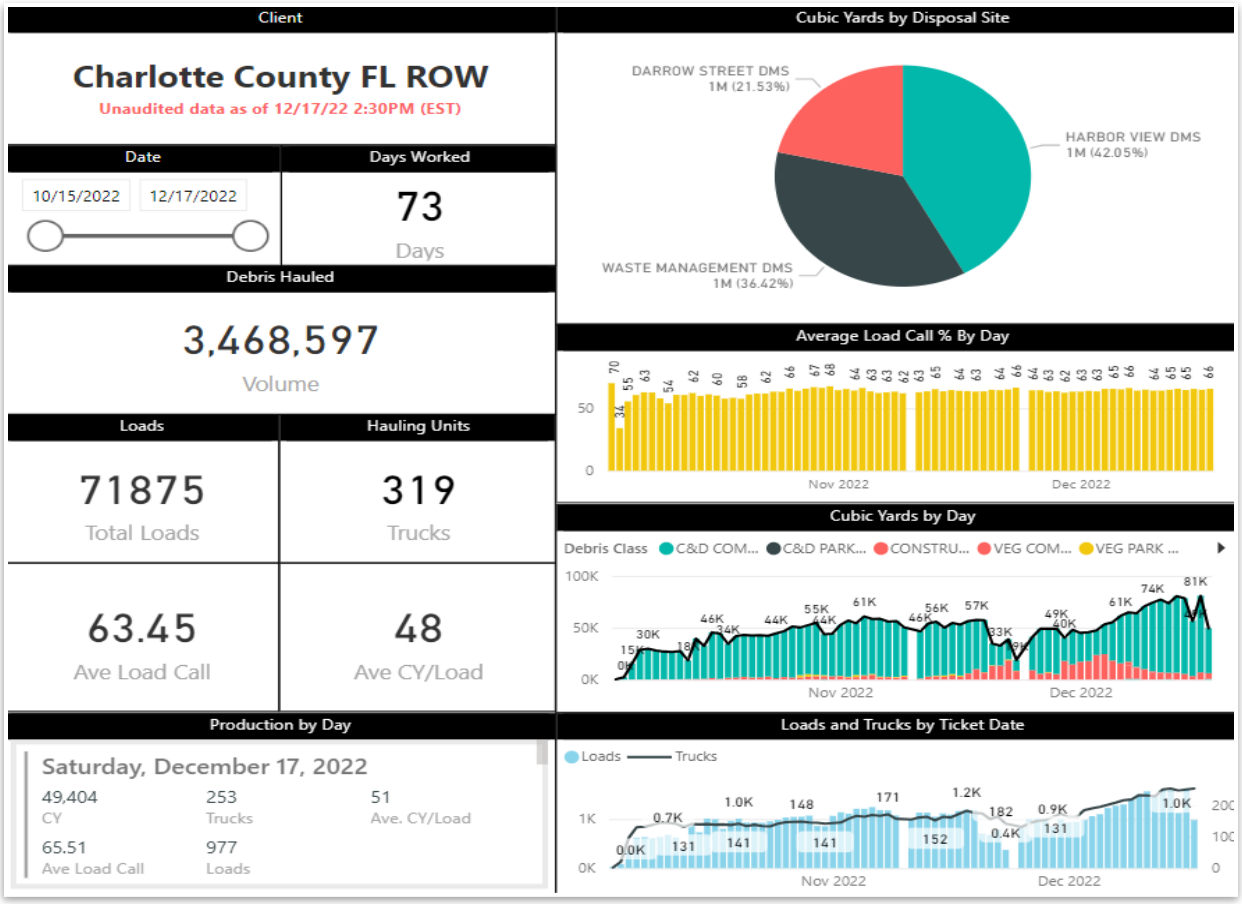


Figure 2. A Power BI dashboard page visualizing ROW data from a recent project AshBritt completed in Charlotte County, FL.

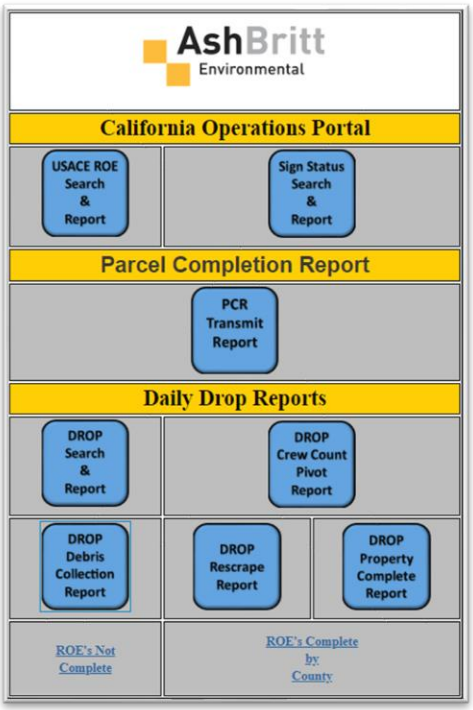


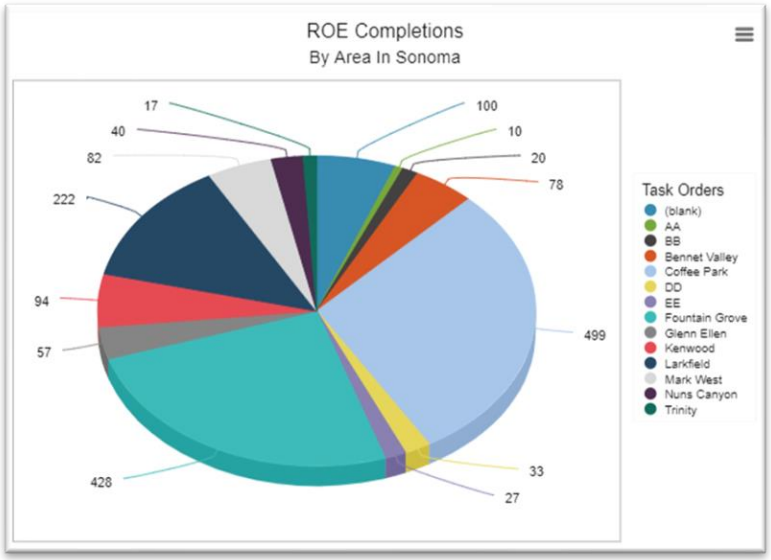
Caspio

We document inspections, compliance, violations, and corrective actions using systems such as SharePoint and Caspio for real-time data capture. This methodology ensures complete transparency, accountability, and an unalterable audit trail, enabling us to meet and exceed all federal, state, and local record-keeping requirements efficiently.

Caspio can be leveraged to build custom, cloud-based applications for comprehensive record-keeping of inspections, compliance, violations, and corrective actions. It offers:

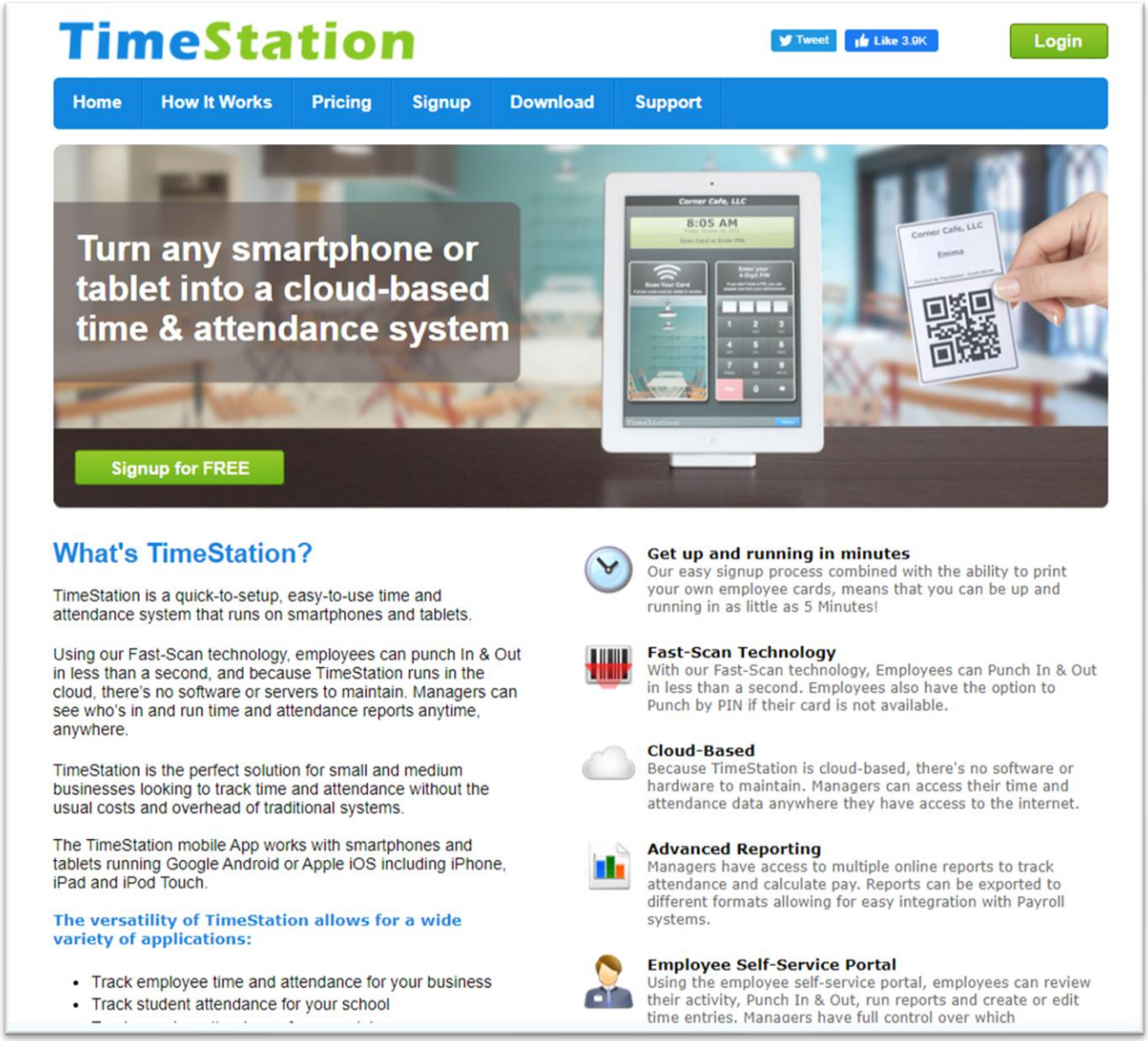
- **Centralized Database:** To store all related data (inspections, violations, actions) in a structured manner.
- **Mobile-Friendly Forms:** For real-time, in-field data collection by inspectors, including photo and GPS attachments.
- **Automated Workflows:** To trigger notifications for violations, track corrective action progress, and manage compliance.
- **Robust Reporting & Dashboards:** To generate detailed reports and provide interactive overviews for stakeholders.
- **Granular Security:** With role-based access control to ensure data integrity and confidentiality, meeting stringent record-keeping requirements.





Time Station

Time Station is a mobile time and attendance system that is compatible with smartphones and tablets. This cloud-based system allows for real-time tracking, supported by Fast-Scan Technology and GPS Location/Geoscan Tagging via the Time Station Mobile App. AshBritt incorporated this innovative technology during our 2015 California operations. In total, we meticulously monitored over $15 million worth of hourly work, which encompassed a substantial workforce and a wide-ranging geographic area. AshBritt has utilized this technology across multiple states since 2015.



Solocator Application

AshBritt uses the Solocator Application to capture and geotag debris piles and assets throughout daily operations/activities. This enables us to offer real-time updates to our team and the client, facilitating the accurate location and status of our assets. Through the compilation of multiple geotags, we can thoroughly analyze the status and location of equipment, various debris types, and their distribution across the County.



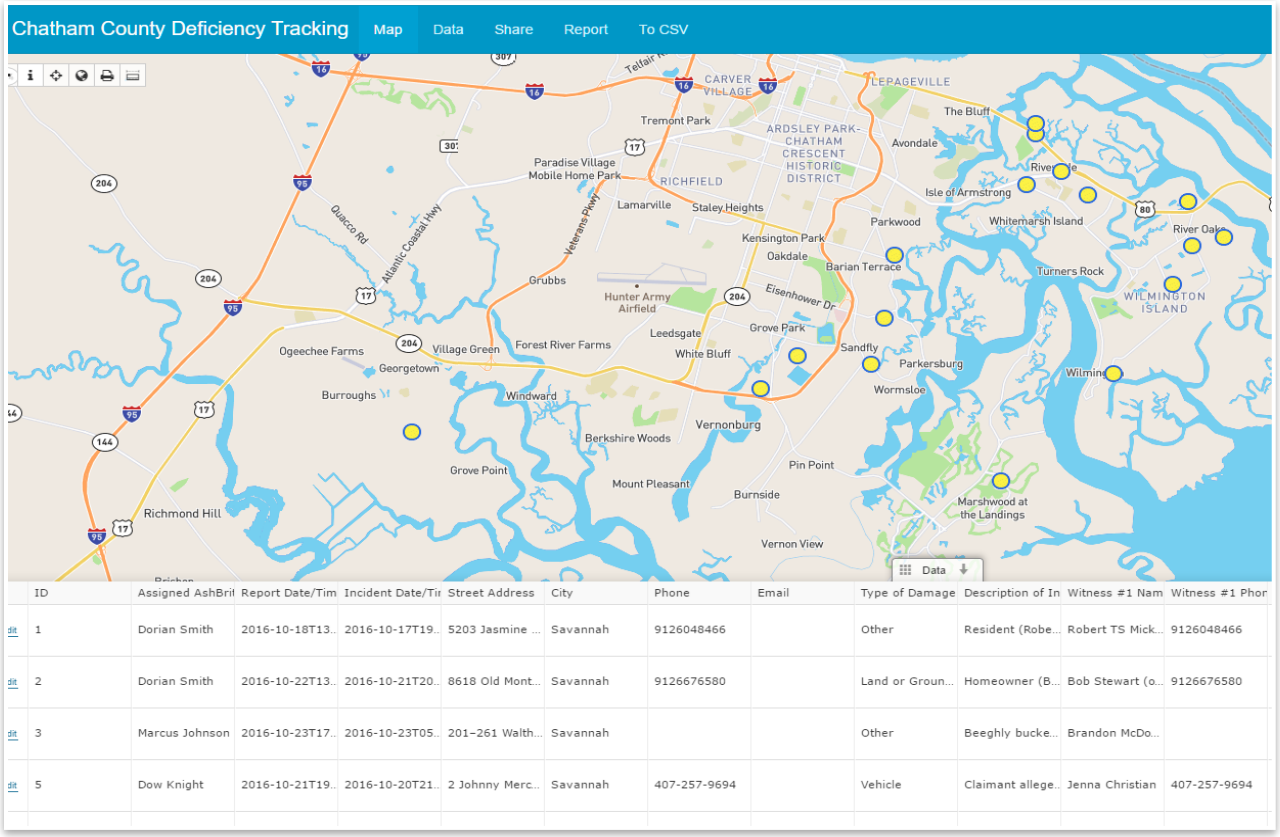
Figure 1 above: Hurricane Ian, Orange County, FL – 2022



Figure 2 above:. Hurricane Harvey, Victoria, TX - 2017

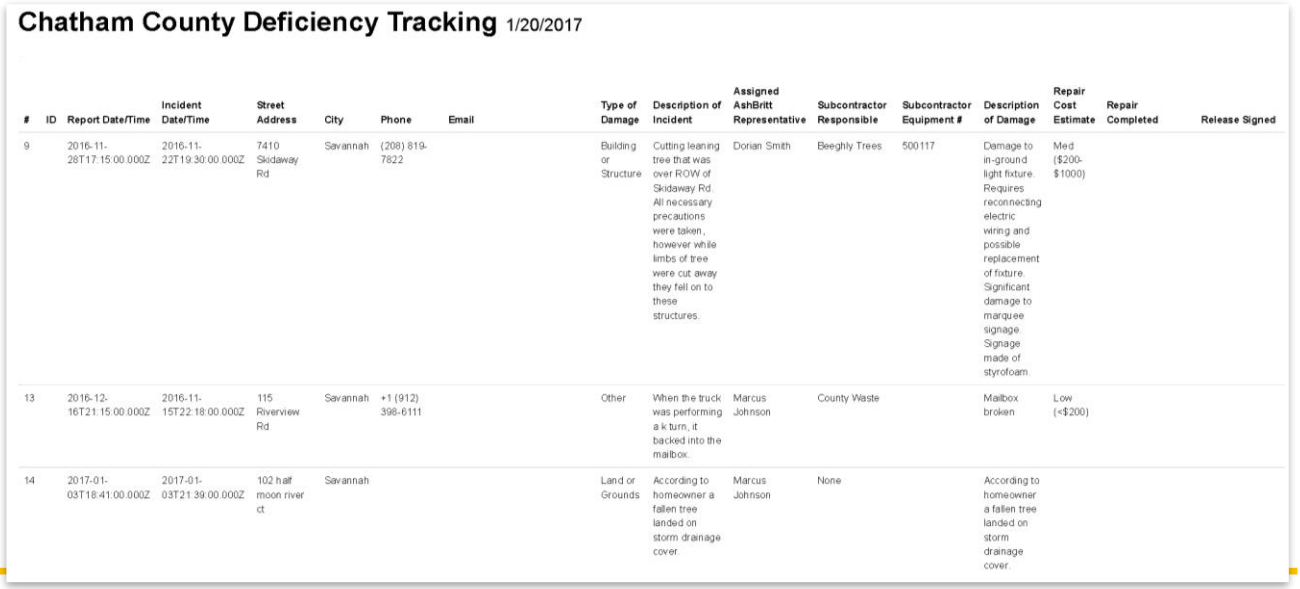
Deficiency Tracking Application – GIS Cloud

AshBritt also utilizes a deficiency tracking application utilizing the GIS platform to reduce time spent transferring data. This system allows AshBritt to make deficiency reports in the field and upload them to the GIS cloud so that all reports are stored for easy reference in case action is needed by a Quality Control Manager/Representative.



	ID	Assigned AshBrit	Report Date/Tim	Incident Date/Ti	Street Address	City	Phone	Email	Type of Damage	Description of In	Witness #1 Nam	Witness #1 Phor
dit	1	Dorian Smith	2016-10-18T13..	2016-10-17T19..	5203 Jasmine ...	Savannah	9126048466		Other	Resident (Robe...	Robert TS Mick...	9126048466
dit	2	Dorian Smith	2016-10-22T13..	2016-10-21T20..	8618 Old Mont...	Savannah	9126676580		Land or Groun...	Homeowner (B...	Bob Stewart (o...	9126676580
dit	3	Marcus Johnson	2016-10-23T17..	2016-10-23T05..	201–261 Walth...	Savannah			Other	Beeghly bucke...	Brandon McDo...	
dit	5	Dow Knight	2016-10-21T19..	2016-10-20T21..	2 Johnny Merc...	Savannah	407-257-9694		Vehicle	Claimant allege...	Jenna Christian	407-257-9694

Overview Map (above) and list (below) of Deficiency Reports



Chatham County Deficiency Tracking 1/20/2017

#	ID	Report Date/Time	Incident Date/Time	Street Address	City	Phone	Email	Type of Damage	Description of Incident	Assigned AshBritt Representative	Subcontractor Responsible	Subcontractor Equipment #	Description of Damage	Repair Cost Estimate	Repair Completed	Release Signed
9		2016-11-28T17:15:00.000Z	2016-11-22T19:30:00.000Z	7410 Skidaway Rd	Savannah	(208) 819-7822		Building or Structure	Cutting leaning tree that was over ROW of Skidaway Rd. All necessary precautions were taken, however while limbs of tree were cut away they fell on to these structures.	Dorian Smith	Beeghly Trees	500117	Damage to in-ground light fixture. Requires reconnecting electric wiring and possible replacement of fixture. Significant damage to marquee signage. Signage made of styrofoam.	Med ($200-$1000)		
13		2016-12-16T21:15:00.000Z	2016-11-15T22:18:00.000Z	115 Riverview Rd	Savannah	+1 (912) 398-6111		Other	When the truck was performing a k turn, it backed into the mailbox.	Marcus Johnson	County Waste		Mailbox broken	Low (<$200)		
14		2017-01-03T18:41:00.000Z	2017-01-03T21:39:00.000Z	102 half moon river ct	Savannah			Land or Grounds	According to homeowner a fallen tree landed on storm drainage cover.	Marcus Johnson	None		According to homeowner a fallen tree landed on storm drainage cover.			

TAB 6



ATTACHMENT A

Johnson County Coronavirus State and Local Fiscal Recovery Funds Subrecipient Grant Agreement

ATTACHMENT A – Federal Terms and Conditions

PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement shall be physically amended to makes such insertion or corrections.

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS, AMERICAN RESCUE PLAN ACT OF 2021

The funds provided to the Recipient are available under sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021 (the "SLFRF statute"). The Assistance Listing No., formerly known as the CFDA No., is 21.027.

The Recipient certifies that the funds under this Agreement shall only be used to cover costs:

a) To respond to the COVID-19 public health emergency or its negative economic impacts;
b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
c) For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID–19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
d) To make necessary investments in water, sewer, or broadband infrastructure.

Non-allowable uses of SLFRF Funds include, without limitation, the following:

a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces any tax or delays the imposition of any tax or tax increase;
b) damages covered by insurance;
c) usage of funds as a deposit into any pension fund;
d) expenses that have been or will be reimbursed under any federal program;
e) debt service costs;
f) contributions to a "rainy day" fund; and
g) legal settlements.

ELIGIBLE COSTS TIMEFRAME. SLFRF funds may be used to cover eligible costs incurred on/after March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligation is incurred by December 31, 2024 and are expended by December 31, 2026. For an expenditure to be "incurred" the definition of "financial obligation" pursuant to 2 C.F.R. 200.1 – means orders placed for property and services, contract and subawards made, and similar transactions that require payment, i.e., goods or services must be encumbered by the recipient by December 31, 2024. These dates are established by the Treasury and are subject to change at any time. Johnson County holds the right to establish programmatic timeframes as it deems necessary and appropriate.

Any funds not obligated or expended for eligible uses by the timeline above must be returned to Treasury, including an unobligated or unexpended funds that have been provided to Subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. 200.344(d).

PUBLICATIONS. Any publications (written, visual or sound) but excluding press releases, newsletters, and issue analyses, issued by Recipient describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following statements:

> "This project [is being][was] supported, in whole or in part, by federal award number SLFRP0226 awarded to Johnson County, Kansas by the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury."

UNIFORM GUIDANCE. The recipient understands that use of SLFRF funds pursuant to this agreement must adhere to official federal guidance issued, or issued in the future, on what constitutes an eligible expenditure and to all requirements applicable set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, the organization should review the Uniform Guidance requirements applicable to the organization's use of SLFRF funds, and SLFRF-funded projects. Recipients should consider how and whether certain aspects of the Uniform Guidance apply.

The following sections provide a general summary of the organization's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all Recipients and Subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

The requirements in 2 C.F.R. Part 200 are set forth in different Appendices of the regulation. These requirements range from cost accounting and audit principles to record-keeping procedures to prevent and safeguard against the unauthorized use of funds. Depending on a subrecipient's financial management practices and accounting procedures, a subrecipient may need to implement new practices and procedures that monitor and track federal grant funding to comply with these requirements. For example, a subrecipient should have a financial management system that:

1. Records the source and application of grant funds;
2. Provides effective control over and accountability for all grant funds and property;
3. Allows for a comparison of actual expenditures with reported costs and budgeted costs;
4. Includes procedures to ensure that all expenditures are obligated within the effective grant period;
5. Includes procedures to minimize the time between receipt and expenditure of grant funds, if applicable; and
6. Includes procedures to prohibit the transfer of funds between federally funded programs and/or grants.

Similarly, a subrecipient should maintain the following for tracking and managing federal grant funds:

1. Chart of accounts, written accounting procedures, internal and administrative controls, accounting journals and ledgers;
2. Payment requests and source documentation (vendor invoices, bills of lading, purchase orders, payment vouchers, payrolls, bank statements and reconciliations); and
3. Financial statements, correspondence and audit files.

In addition to these cost accounting and record-keeping requirements, subrecipients are also expected to comply with the following list of required flow-down terms. These terms include:

1. Equal Employment Opportunity requirements;
2. Davis Bacon Act (40 U.S.C. §§ 3141-3148);
3. Anti-Kickback Act (40 U.S.C. § 3145);

4. Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708);
5. Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401);
6. Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
7. Debarment and Suspension (Executive Orders 12549 and 12689);
8. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
9. Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act);
10. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216); and
11. Domestic preferences for procurements (2 C.F.R. § 200.322).

Failure to comply may result in Federal grantors taking one of the following actions:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency;
2. Denying both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspending or terminating the Federal award;
4. Initiating suspension or debarment proceedings;
5. Withholding further Federal awards for the project or program; or
6. Taking other remedies that may be legally available.

1. Allowable Activities. Each recipient should review program requirements, including Treasury's Interim Final Rule and the recipient's Award Terms and Conditions, to determine and record eligible uses of SLFRF funds. Per 2 CFR Part 200.303, the organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

2. Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may NOT be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance, and Final Rule, when published in the Federal Register, and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.3 Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the SLFRF Award Terms and Conditions, Recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.45 Each category of cost should be treated consistently in like circumstances as direct or indirect, and Recipients may not charge the same administrative costs to both direct and indirect cost

categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).

b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's Interim Final Rule for details.

3. Cash Management. SLFRF payments made to Recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9).

As such, Recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

4. Eligibility. Under this program, Recipients are responsible for ensuring funds are used for eligible purposes. Generally, Recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or Subrecipients. The organization, and if applicable, the subrecipient(s) administering a program on behalf of the organization, will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment the organization's existing controls.

5. Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

6. Matching, Level of Effort, Earmarking. There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. See Section C.1 (Eligible and Restricted Uses of SLFRF Funds) for a discussion of restrictions on use of SLFRF funds. SLFRF funds may only be used for non-Federal match in other programs where costs are eligible under both SLFRF and the other program and use of such funds is not prohibited by the other program.

7. Period of Performance. The organization should also develop and implement internal controls related to activities occurring outside the period of performance. For example, each recipient should articulate each project's policy on allowability of costs incurred prior to award or start of the period of performance. All funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury as part of the award closeout process pursuant to 2 C.F.R. 200.344(d). These dates are established by the Treasury and are subject to change at any time. Johnson County holds the right to establish programmatic timeframes as it deems necessary and appropriate.

8. Procurement, Suspension & Debarment. Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined

inadequate.6 Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. The organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
6 2 CFR 200.320(c)(1)-(3) and (5)

9. Program Income. Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that the organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

10. Reporting. All Recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined below in this guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Recipients must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

In addition, where appropriate, Recipients must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.

11. Subrecipient Monitoring. SLFRF Recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their Subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities.

Recipients must clearly identify to the subrecipient:

(1) that the award is a subaward of SLFRF funds;
(2) any and all compliance requirements for use of SLFRF funds; and
(3) any and all reporting requirements for expenditures of SLFRF funds.

Next, Recipients must evaluate each Subrecipient's risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation. Accordingly, Recipients must develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting Subrecipients' compliance obligations.

Recipients should also note that Subrecipients do not include individuals and organizations that received SLFRF funds as end users to respond to the negative economic impacts of COVID-19 on these organizations. Such individuals and organizations are beneficiaries and not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200, Subpart F.

Separately or in addition, many Recipients may choose to provide a subaward (e.g., via contract or grant) to other entities to provide services to other end—users. For example, a recipient may provide a grant to a nonprofit to provide homeless services to individuals experiencing homelessness. In this case, the subaward to a nonprofit is based on the services that the Recipient intends to provide, assistance to households experiencing homelessness, and the nonprofit is serving as the

subrecipient, providing services on behalf of the recipient. Subrecipients are subject to audit pursuant to the Single Audit Act and 2 CFR part 200, subpart F regarding audit requirements.

12. Special Tests and Provisions. Treasury has received comments on the Interim Final Rule and will adopt a final rule after responding to these comments. In addition, Treasury may add clarifications to the Final Rule and other subregulatory guidance as well as frequently asked questions.

Across each of the compliance requirements above, Treasury described some best practices for development of internal controls. The table below provides a brief description and example of each best practice.

Table 1: Internal controls best practices Best Practice	**Description**	**Example**
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Conflict of interest	Formal statement of compliance with federal conflict of interest rules found at 18 U.S.C. 208 with implementing regulations at 5 C.F.R. 2635.402.	Documented procedure prohibiting taking official action in a particular matter involving any entity in which someone whose interests are imputed to the recipient, have a financial interest. Imputed interests include (1) the interests of a spouse; (2) minor children; (3) a general partner; (4) an organization in which Recipient serves as an officer, director, trustee, general partner, or employee; or (5) any person or organization with whom the Recipient is negotiating or have any arrangement concerning prospective employment.
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

13. Award Terms and Conditions. The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for Recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Interim Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

14. SAM.gov Requirements. All eligible Recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov).

15. Recordkeeping Requirements. Generally, Recipients must maintain records and financial documents for six years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Recipients must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations. Subrecipients must provide copies of monitoring reports that include any concerns or findings, and the clearance required before payment may be made.

16. Single Audit Requirements. Recipients and Subrecipients that expend more than **$750,000** in Federal expenditures/awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and Subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

For-profit entities that receive SLFRF subawards are not subject to Single Audit requirements. However, they are subject to other audits as deemed necessary by authorized governmental entities, including Treasury, the GAO, and Treasury's OIG.

17. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal Recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from Recipients (see 28 CFR 42.406). Treasury may request that Recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

Subaward Language and Federal Clauses
Federal Award Identification (reference 2 CFR 200.330-332)

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards, found in the Code of Federal Regulations (CFR) at 2 CFR 200, §200.330 requires that an agency must decide to make a determination whether the scope of work falls under a Subrecipient or Contractor relationship.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal

awarding agency may supply and require Recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) *Subrecipients.* A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

(1) Determines who is eligible to receive what Federal assistance;
(2) Has its performance measured in relation to whether objectives of a Federal program were met;
(3) Has responsibility for programmatic decision making;
(4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
(5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) *Contractors.* A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

(1) Provides the goods and services within normal business operations;
(2) Provides similar goods or services to many different purchasers;
(3) Normally operates in a competitive environment;
(4) Provides goods or services that are ancillary to the operation of the Federal program; and
(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) *Use of judgment in making determination.* In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

The subawardee must be in compliance with the below and must note the required information in their subaward agreements:

(1) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the Subrecipient’s records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
(2) Appropriate terms and conditions concerning closeout of the subaward.
(3) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
(4) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
(5) Evaluate each Subrecipient’s risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(a) The Subrecipient’s prior experience with the same or similar subawards;
(b) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F—Audit Requirements of this part, and the extent to which the same or similar subaward has been audited as a major program;
(c) Whether the subrecipient has new personnel or new or substantially changed systems; and

(d) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(6) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.207 Specific conditions.

(7) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(a) Reviewing financial and performance reports required by the pass-through entity.
(b) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
(c) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521 Management decision.

(8) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(a) Providing Subrecipients with training and technical assistance on program-related matters; and
(b) Performing on-site reviews of the Subrecipient's program operations;
(c) Arranging for agreed-upon-procedures engagements as described in §200.425 Audit services.

(9) Verify that every subrecipient is audited as required by Subpart F—Audit Requirements of this part when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

(10) Consider whether the results of the Subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(11) Consider taking enforcement action against noncompliant Subrecipients as described in §200.338 Remedies for noncompliance of this part and in program regulations.

SLFRF Specific Reporting Guidance

All Recipients, Subrecipients and Contractors by accepting the SLFRF funds and by signing this Agreement certify and agree to provide Johnson County Government all necessary information, documentation, reports and programmatic data in order for Johnson County to comply with the SLFRF Reporting Guidance as follows:

1. Project and Expenditure Report

The County's Financial Management and Administration department will be issuing instructions and timelines for all reporting requirements.

The initial quarterly Project and Expenditure Report will cover three calendar quarters from March 3, 2021 to December 31, 2021, and must be submitted to Treasury by January 31, 2022. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 calendar days after the end of each calendar

quarter. Quarterly reports are not due concurrently with applicable annual reports. The table below summarizes the quarterly report timelines:

Report	Year	Quarter	Period Covered	Due Date
1	2021	2-4	March 3 – December 31	January 31, 2022
2	2022	1	January 1 – March 31	April 30, 2022
3	2022	2	April 1 – June 30	July 31, 2022
4	2022	3	July 1 – September 30	October 31, 2022
5	2022	4	October 1 – December 31	January 31, 2023
6	2023	1	January 1 – March 31	April 30, 2023
7	2023	2	April 1 – June 30	July 31, 2023
8	2023	3	July 1 – September 30	October 31, 2023
9	2023	4	October 1 – December 31	January 31, 2024
10	2024	1	January 1 – March 31	April 30, 2024
11	2024	2	April 1 – June 30	July 31, 2024
12	2024	3	July 1 – September 30	October 31, 2024
13	2024	4	October 1 – December 31	January 31, 2025
14	2025	1	January 1 – March 31	April 30, 2025
15	2025	2	April 1 – June 30	July 31, 2025
16	2025	3	July 1 – September 30	October 31, 2025
17	2025	4	October 1 – December 31	January 31, 2026
18	2026	1	January 1 – March 31	April 30, 2026
19	2026	2	April 1 – June 30	July 31, 2026
20	2026	3	July 1 – September 30	October 31, 2026
21	2026	4	October 1 – December 31	March 31, 2027

I. Requirements for Quarterly Report

The following information will be required in Project and Expenditure Reports:

a. Projects: Provide information on all SFRF funded projects. Projects are new or existing eligible government services or investments, funded in whole or in part by SFRF funding. For each project, the recipient will be required to enter the project name, identification number (created by the recipient), project expenditure category, description, and status ofcompletion.

Project descriptions must include:

1. A detailed description, between 50 and 250 words, which provides understanding of the major activities that willoccur.
2. Only closely related activities directed toward a common purpose.
3. The Required Programmatic Data described below and define their projects at a sufficient level of granularity to report these metrics for a reasonably specific activity or set of activities in each project.

b. Expenditures: Once a project is entered, the recipient will be able to report on the project's obligations and expenditures. Recipients will be asked to report:

- Current period obligation
- Cumulative obligation
- Current period expenditures
- Cumulative expenditures

c. Project Status: Once a project is entered, the recipient will be asked to report on project status each

reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

d. Project Demographic Distribution: Recognizing the disproportionate impact of the pandemic-related recession on low-income communities, Recipients must report whether certain types of projects are targeted to economically disadvantaged communities, as defined by HUD's Qualified Census Tract.[22]
    - Recipients will be asked to identify whether the project is serving an economically disadvantaged community.
    - To minimize the administrative burden on Recipients while ensuring that this important aspect of program performance is tracked, Recipients may assume that the funds for a project count as being targeted towards economically disadvantaged communities if the project funds are spent on:
        - A program or service is provided at a physical location in a Qualified Census Tract (for multi-site projects, if a majority of sites are within Qualified Census Tracts)
        - A program or service where the primary intended beneficiaries live within a Qualified Census Tract.
        - A program or service for which the eligibility criteria are such that the primary intended beneficiary earns less than 60 percent of the median income for the relevant jurisdiction (e.g., State, county, metropolitan area, or other jurisdiction); or
        - A program or service for which the eligibility criteria are such that over 25 percent of intended beneficiaries are below the federal poverty line.

    Recipients may use reasonable estimates to determine if a project meets one of these criteria, including identifying the intended beneficiaries of a program or service in terms of income characteristics, geographic location, or otherwise estimating the beneficiaries of a program based on its eligibility criteria. Recipients do not need to track information on each individual beneficiary to make the determination of whether the project is serving an economically disadvantaged community. If a recipient is unable to measure economic characteristics of the primary intended beneficiaries of a program or service due to data limitations or for other reasons, that program or service may not be counted as targeted to economically disadvantaged communities. Treasury recognizes that in some circumstances, Recipients may fund eligible programs or services that benefit economically disadvantaged communities but may lack adequate data to assess conclusively that such a program or service is targeted to economically disadvantaged communities based on the criteria described above.

[22] HUD defines as a QCT as having "50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25 percent or more." To view median income area for their jurisdiction, Recipients may visit the U.S. Census website on median incomes and select the geography for their jurisdiction and relevant unit of measurement (household or individual) for the project.

e. Subawards: Each recipient shall also provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than or equal to $50,000.

In general, Recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to $50,000:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories

Aggregate reporting is required for contracts, grants, transfers made to other government entities, loans, direct payments, and payments to individuals that are below $50,000. This information will be accounted for by expenditure category at the project level.

The recipient is responsible for the Subrecipients' compliance with registering and maintaining an updated profile on SAM.gov.

f. Civil Rights Compliance: Treasury will request information on Recipients' compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

g. Required Programmatic Data **(other than infrastructure projects)**: For all projects listed under the following Expenditure Categories, the information listed must be provided in each report.

1. Payroll for Public Health and Safety Employees (EC 1.9):
   - Number of government FTEs responding to COVID-19 supported under this authority

2. Household Assistance (EC 2.1-2.5):
   - Brief description of structure and objectives of assistance program(s) (e.g., nutrition assistance for low-income households)
   - Number of individuals served (by program if recipient establishes multiple separate household assistance programs)
   - Brief description of recipient's approach to ensuring that aid to households responds to a negative economic impact of COVID-19, as described in the Interim Final Rule

3. Small Business Economic Assistance (EC 2.9):
   - Brief description of the structure and objectives of assistance program(s) (e.g., grants for additional costs related to COVID- 19 mitigation)
   - Number of small businesses served (by program if recipient establishes multiple separate small

businesses assistance programs)

- Brief description of recipient's approach to ensuring that aid to small businesses responds to a negative economic impact of COVID-19, as described in the Interim Final Rule

4. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 2.11-2.12):
   - If aid is provided to industries other than travel, tourism, and hospitality (EC 2.12), a description of pandemic impact on the industry and rationale for providing aid to the industry
   - Brief narrative description of how the assistance provided responds to negative economic impacts of the COVID-19 pandemic
   - For each subaward:
     - Sector of employer
     - Purpose of funds (e.g., payroll support, safety measure implementation)

5. Rehiring Public Sector Staff (EC 2.14):
   - Number of FTEs rehired by governments under this authority

6. Education Assistance (EC 3.1-3.5):
   - The National Center for Education Statistics ("NCES") School ID or NCES District ID. List the School District if all schools within the school district received some funds. If not all schools within the school district received funds, list the School ID of the schools that received funds. These can allow evaluators to link data from the NCES to look at school-level demographics and, eventually, student performance.

7. Premium Pay (both Public Sector EC 4.1 and Private Sector EC4.2):
   - List of sectors designated as critical to the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the Interim Final Rule (Note: a list of sectors will be provided in the forthcoming U.S. Treasury users' guide).
   - Number of workers to be served.
   - Employer sector for all subawards to third-party employers (i.e., employers other than the State, local, or Tribal government) (Note: a list of sectors will be provided in the forthcoming U.S. Treasury users' guide).
   - For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, for whom premium pay would increase total pay above 150 percent of their residing State's average annual wage, or their residing county's average annual wage, whichever is higher, on an annual basis:
     - A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19, and why the recipient government determined that the premium pay was responsive to workers performing essential work during the pandemic. This description should not include personally identifiable information; when addressing individual workers, Recipients should be careful not to include this information. Recipients may consider describing the workers' occupations and duties in a general manner as necessary to protect privacy.

8. Revenue replacement (EC 6.1):
   Under the Interim Final Rule, Recipients calculate revenue loss using data as of four discrete points during the program: December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023. Revenue loss calculated as of December 31, 2020 will be reported in the Interim Report, as described above. For future calculation dates, revenue loss will be reported only in the Quarter 4 reports due January 31, 2022, January 31, 2023, and January 31, 2024.

Reporting on revenue loss should include:

- General revenue collected over the past 12 months as of the most recent calculation date, as outlined in the Interim Final Rule (for example, for the January 31, 2022 report, Recipients should provide 12-month general revenue as of December 31, 2021)
- Calculated revenue loss due to the COVID-19 public health emergency; and
- An explanation of how the revenue replacement funds were allocated to government services.

In calculating general revenue and the revenue loss due to the COVID-19 public health emergency, Recipients should follow the same guidance as described above for the Interim Report.

h. Required Programmatic Data **for Infrastructure Projects** (EC 5): For all projects listed under the Water, Sewer, and Broadband Expenditure Categories, more detailed project-leveled information is required. Each project will be required to report expenditure data as described above, but will also report the following information:

1. All infrastructure projects (EC 5):
   - Projected/actual construction start date (month/year)
   - Projected/actual initiation of operations date (month/year)
   - Location (for broadband, geospatial location data)
   - For projects over $10 million:
     a. A recipient may provide a certification that, for the relevant project, all laborer and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis- Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
        - The number of employees of contractors and sub-contractors working on the project
        - The number of employees on the project hired directly and hired through a third party
        - The wages and benefits of workers on the project by classification; and
        - Whether those wages are at rates less than those prevailing.23 Recipients must maintain sufficient records to substantiate this information upon request.

     b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
        - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project
        - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost- effectiveness of the project; and

23 As determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis- Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed.

- Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
- Whether the project has completed a project labor agreement.

c. Whether the project prioritizes local hires.

d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

2. Water and sewer projects (EC 5.1-5.15):
   - National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
   - Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

3. Broadband projects (EC 5.16-5.17):
   - Speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering
   - Technology to be deployed
   - Miles of fiber
   - Cost per mile
   - Cost per passing
   - Number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload
     - Number of households with access to minimum speed standard of reliable 100Mbps symmetrical upload and download
     - Number of households with access to minimum speed standard of reliable 100Mbps download and 20 Mbps upload
   - Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization
     - Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and
     - Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

i. Distributions to NEUs - States and territories only (EC 7.4)

2. Recovery Plan Performance Report

The Recovery Plan Performance Report (the "Recovery Plan") will provide information on the projects that large Recipients are undertaking with program funding and how they plan to ensure program outcomes are achieved in an effective, efficient, and equitable manner. It will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury. The Recovery Plan will be posted on the website of the recipient as well as provided to Treasury.

	Period Covered	Due Date

1	Award Date – July 31, 2021	August 31, 2021
2	July 1, 2021 – June 30, 2022	July 31, 2022
3	July 1, 2022 – June 30, 2023	July 31, 2023
4	July 1, 2023 – June 30, 2024	July 31, 2024
5	July 1, 2024 – June 30, 2025	July 31, 2025
6	July 1, 2025 – June 30, 2026	July 31, 2026
7	July 1, 2026 – December 31, 2026	March 31, 2027

II. Requirements for Annual Reports

Johnson County's Recovery Plan for all Fiscal Recovery Funds will include, at a minimum, the following information:

a. Executive Summary

Provide a high-level overview of the jurisdiction's intended and actual uses of funding including, but not limited to, the jurisdiction's plan for use of funds to promote a response to the pandemic and economic recovery, key outcome goals, progress to date on those outcomes, and any noteworthy challenges or opportunities identified during the reporting period.

b. Uses of Funds

Describe in further detail the jurisdiction's intended and actual uses of the funds, such as how the jurisdiction's approach would help support a strong and equitable recovery from the COVID-19 pandemic and economic downturn. Describe any strategies employed to maximize programmatic impact and effective, efficient, and equitable outcomes. Given the broad eligible uses of funds and the specific needs of the jurisdiction, please also explain how the funds would support the communities, populations, or individuals in the jurisdiction. The description should address how the Recipient is promoting each of the following, to the extent they apply:

a. Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency.
b. Negative Economic Impacts (EC 2): As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.
c. Services to Disproportionately Impacted Communities (EC 3): As relevant, describe how funds are being used to provide services to communities disproportionately impacted by the COVID-19 public health emergency.
d. Premium Pay (EC 4): As relevant, describe the approach, goals, and sectors or occupations served by any premium payprogram. Describe how the approach prioritizes low-income workers.
e. Water, sewer, and broadband infrastructure (EC 5): Describe the approach, goals, and types of projects being pursued, ifpursuing.
f. Revenue Replacement (EC 6): Describe the loss in revenue due to the COVID-19 public health emergency and how funds have been used to provide government services.

Where appropriate, Recipients should also include information on the jurisdiction's use (or planned use) of other federal recovery funds including other programs under the American Rescue Plan such as the Emergency Rental Assistance, Housing Assistance, and so forth, to provide broader context on the overall approach for pandemic recovery.

c. Promoting equitable outcomes

Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Please include in the description how the jurisdiction will consider and measure equity at the various stages of the program, including:

a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that you

intend to serve within the jurisdiction?

b. Awareness: How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?
c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
d. Outcomes: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

Treasury encourages uses of funds that promote strong, equitable growth, including racial equity. Negative Economic Impacts (EC 2): assistance to households, small businesses, and non-profits to address impacts of the pandemic, which have been most severe among low-income populations. This includes assistance with food, housing, and other needs; employment programs for people with barriers to employment who faced negative economic impacts from the pandemic (such as residents of low-income neighborhoods, minorities, disconnected youth, the unemployed, formerly incarcerated people, veterans, and people with disabilities); and other strategies that provide disadvantaged groups with access to education, jobs, and opportunity.

e. Services to Disproportionately Impacted Communities (EC 3): services to address health disparities and the social determinants of health, build stronger neighborhoods and communities (e.g., affordable housing), address educational disparities (e.g., evidence- based tutoring, community schools, and academic, social-emotional, and mental health supports for high poverty schools), and promote healthy childhood environments (e.g., home visiting, childcare).

The initial report must describe efforts to date and intended outcomes to promote equity. Each annual report thereafter must provide an update, using qualitative and quantitative data, on how the Recipients' approach achieved or promoted equitable outcomes or progressed against equity goals during the performance period. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

For the purposes of the SLFRF, equity is defined in the Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, as issued on January 20, 2021.

d. Community Engagement

Please describe how the jurisdiction's planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community- based organizations, and the communities themselves. Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

e. Labor Practices

Describe workforce practices on any infrastructure projects being pursued (EC 5). For example, report whether any of the following practices are being utilized: project labor agreements, community benefits agreements, prevailing wage requirements, and local hiring.

f. Use of Evidence

The Recovery Plan should identify whether SLFRF funds are being used for evidence-based interventions and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. Recipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project. Recipients must specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories.

Recipients are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted. Recipients are encouraged to use relevant evidence Clearinghouses, among other sources, to assess the level of evidence for their interventions and identify evidence-based models that could be applied in their jurisdiction; such evidence clearinghouses include the U.S. Department of Education's What Works Clearinghouse, the U.S. Department of Labor's CLEAR, and the Childcare & Early Education Research Connections and the Home Visiting Evidence of Effectiveness clearinghouses from Administration for Children and Families, as well as other clearinghouses relevant to particular projects conducted by the recipient. In such cases where a recipient is conducting a program evaluation in lieu of reporting the amount of spending on evidence-based interventions, they must describe the evaluation design including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation.
Once the evaluation has been completed, Recipients must post the evaluation publicly and link to the completed evaluation in the Recovery Plan. Once an evaluation has been completed (or has sufficient interim findings to determine the efficacy of the intervention), Recipients should determine whether the spending for the evaluated interventions should be counted towards the dollar amount categorized as evidence-based for the relevant project.

For all projects, Recipients may be selected to participate in a national evaluation, which would study their project along with similar projects in other jurisdictions that are focused on the same set of outcomes. In such cases, Recipients may be asked to share information and data that is needed for the national evaluation.

Recipients are encouraged to consider how a Learning Agenda, either narrowly focused on SFRF or broadly focused on the recipient's broader policy agenda, could support their overarching evaluation efforts in order to create an evidence-building strategy for their jurisdiction.

g. Table of Expenses by Expenditure Category

Please include the amount of funds used in each Expenditure Category. The table should include cumulative expenses to date within each category, and the additional amount spent within each category since the last annual Recovery Plan.

h. Project Inventory

List the name and provide a brief description of all SLFRF funded projects. Projects are new or existing eligible government services or investments, funded in whole or in part by SFRF funding. For each project, include the project name, funding amount, identification number (created by the recipient and used thereafter in the quarterly Program and Expenditure Report), project Expenditure Category (see Appendix 1), and a description of the project which includes an overview of the main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable, and intended outcomes. Include a link to the website of the project if available. This information will provide context and additional detail for the information reported quarterly in the Project and Expenditure Report.

For infrastructure investment projects (EC 5), project-level reporting will be more detailed, as described for the Project and Expenditure Report above. Projects in this area may be grouped by Expenditure Category if needed, with further detail (such as the specific project name and identification number) provided in the Project and Expenditure Report. For infrastructure projects, descriptions should note how the project contributes to addressing climate change.

i. Performance Report

The Recovery Plan must include key performance indicators for the major SLFRF funded projects undertaken by the recipient. The recipient has flexibility in terms of how this information is presented in the Recovery Plan, and may report key performance indicators for each project, or may group projects with substantially similar goals and the same outcome measures. In some cases, the recipient may choose to include some indicators for each individual

project as well as crosscutting indicators.

Performance indicators should include both output and outcome measures. Output measure, such as number of students enrolled in an early learning program, provide valuable information about the early implementation stages of a project. Outcome measures, such as the percent of students reading on grade level, provide information about whether a project is achieving its overall goals. Recipients are encouraged to use logic models[24] to identify their output and outcome measures. While the initial report will focus heavily on early output goals, Recipients must include the related outcome goal for each project and provide updated information on achieving these outcome goals in annual reports. In cases where Recipients are conducting a program evaluation for a project (as described above), the outcome measures in the performance report should be aligned with those being evaluated in the program. To support their performance measurement and program improvement efforts, Recipients are permitted to use funds to make improvements to data or technology infrastructure and data analytics, as well as program evaluations.

j. Required Performance Indicators and Programmatic Data

While Recipients have discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to allow Treasury to conduct oversight as well as understand and aggregate program outcomes across Recipients. This section provides an overview of the mandatory performance indicators and programmatic data. This information may be included in each recipient's Recovery Plan as they determine most appropriate, including combining with the section above, but this data will also need to be entered directly into the Treasury reporting portal. Below is a list of required data for each Expenditure Category:

i. Household Assistance (EC 2.2 & 2.5) and Housing Support (EC3.10-3.12):
   1. Number of people or households receiving eviction prevention services (including legal representation)
   2. Number of affordable housing units preserved or developed

ii. Negative Economic Impacts (EC 2):
   1. Number of workers enrolled in sectoral job training programs
   2. Number of workers completing sectoral job training programs
   3. Number of people participating in summer youth employment programs

iii. Education Assistance (EC 3.1-3.5):
   1. Number of students participating in evidence-based tutoring programs[25]

iv. Healthy Childhood Environments (EC 3.6-3.9):
   1. Number of children served by childcare and early learning (pre-school/pre-K/ages 3-5)
   2. Number of families served by home visiting

[24] A logic model is a tool that depicts the intended links between program investments and outcomes, specifically the relationships among the resources, activities, outputs, outcomes, and impact of a program.

[25] For more information on evidence-based tutoring programs, refer to the U.S. Department of Education's 2021 ED COVID-19 Handbook (Volume 2), which summarizes research on evidence-based tutoring programs (see the bottom of page 20.

The initial report should include the key indicators above. Each annual report thereafter should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand any changes in performance indicators over time. To the extent possible, Treasury also encourages Recipients to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

k. Ineligible Activities: Tax Offset Provision (States only)

The following information is required for Treasury to ensure SFRF funding is not used for ineligible activities.

In each reporting year, States and territories will report certain items related to the Tax Offset Provision 31 CFR 35.8, as detailed below. As indicated in the Interim Final Rule, Treasury is seeking comment on reporting requirements related to the Tax Offset Provision, including ways to better rely on information already produced by States and territories and to minimize the burden.

The terms "reporting year," "baseline," "covered change," "net reduction in total spending," and "tax revenue" are defined in the Interim Final Rule, 31 CFR 35.3. For purposes of calculating a net reduction in total spending, total spending for the fiscal year ending 2019 should be reported on an inflation-adjusted basis, consistent with the Interim Final Rule, 31 CFR 35.3. Similarly, for purposes of calculating baseline, tax revenue for the fiscal year 2019 should be reported on an inflation-adjusted basis, consistent with the Interim Final Rule, 31 CFR 35.3.

For purposes of reporting actual tax revenue and calculating tax revenue for the fiscal year ending 2019,[26] (a) if available, Recipients should report information using audited financials and (b) Recipients may provide data on a cash, accrual, or modified accrual basis, but must be consistent in their approach across all reporting periods. Similarly, for purposes of calculating a net reduction in total spending, Recipients should report data using audited financials where available.

i. Revenue-reducing Covered Changes:

For each reporting year, a recipient must report the value of covered changes that the recipient predicts will have the effect of reducing tax revenue in a given reporting year (revenue-reducing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general, and where possible, reported values should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes.

Recipients must maintain records regarding the identification and predicted effects of revenue-reducing covered changes.

ii. Baseline Revenue:

Baseline has the meaning defined in the Interim Final Rule, 31 CFR 35.3.

Whether the revenue-reducing covered changes are in excess of the *de minimis*. Recipients must determine whether the aggregate value of the revenue-reducing covered changes in the reporting year is less than one percent of baseline revenue.

[26] Tax revenue for fiscal year ending 2019 is relevant for calculating the recipient's baseline.

iii. Actual Tax Revenue:

Actual tax revenue means the actual tax revenue received by the recipient government in the reporting year. Tax revenue has the meaning defined in the Interim Final Rule, 31 CFR35.3.

iv. Reduction in Net Tax Revenue:

The reduction in net tax revenue is equal to baseline revenue minus actual tax revenue in each reporting year. If this value is zero or negative, there is no reduction in net tax revenue.

v. Any revenue-increasing covered changes:

A recipient must report the value of covered changes that have had or that the recipient predicts will have the effect of increasing tax revenue in a given reporting year (revenue- increasing covered changes), similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Estimation approaches should not use dynamic methodologies that incorporate the projected effects of the policies on macroeconomic growth. In general, and where possible, reporting should be produced by the agency of the recipient responsible for estimating the costs and effects of fiscal policy changes. Recipients should maintain records regarding revenue-reducing covered changes and estimates of such changes.

vi. Net reduction in total spending, and tables of specific spending cuts:

Recipients must report on spending cuts. To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). As in the Interim Final Rule, 35 CFR 35.3, net reduction in total spending is measured as the recipient government's total spending for a given reporting year excluding Fiscal Recovery Funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States. If that subtraction yields a positive value, there has been a net reduction; if it yields zero or a negative value, there has not been a net reduction. If there has been no net reduction in total spending, a recipient will have no spending cuts to offset a reduction in net tax revenue.

Next, a recipient must determine and aggregate the value of spending cuts in each "reporting unit," as defined below. For each reporting unit, the recipient must report (1) the amount of the reduction in spending in the reporting unit relative to its inflation- adjusted FY 2019 level, (2) the amount of any Fiscal Recovery Funds spent in the reporting unit, and (3) the amount by which the reduction in spending exceeds the Fiscal Recovery funds spent in the reporting unit. If a recipient has not spent amounts received from the Fiscal Recovery Funds in a reporting unit, the full amount of the reduction in spending counts as a covered spending cut and may be included in aggregate spending cuts. If the recipient has spent amounts received from the Fiscal Recovery Funds, such amounts generally would be deemed to have replaced the amount of spending cut, and only reductions in spending above the amount of Fiscal Recovery Funds spent on the reporting unit would be eligible to offset a reduction in net tax revenue. Only such amounts above the amount of Fiscal Recovery Funds spent on the reporting unit should be included in the aggregate of spending cuts.

To align with existing reporting and accounting, the Interim Final Rule considers the department, agency, or authority from which spending has been cut and whether the recipient government has

spent amounts received from the Fiscal Recovery Funds on that same department, agency, or authority. Recipients may also choose to report at a more granular sub-department level. Recipients are encouraged to define and report spending in departments, sub-departments (e.g., bureaus), agencies, or authorities (each a "reporting unit") in a manner consistent with their existing budget process and should, to the extent possible, report using the same reporting unit in each reporting year. For example, if a State health department maintains separate budgets for different units (e.g., medical, and public health units), those units may be reported and considered separately. Spending cuts must be reported relative to FY 2019 spending levels, adjusted for inflation, and exclude Fiscal Recovery Funds from reporting year spending levels.

Recipients should maintain records regarding spending cuts. As discussed in the Interim Final Rule, in order to help ensure governments use Fiscal Recovery Funds in a manner consistent with the prescribed eligible uses and do not use Fiscal Recovery Funds to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury will monitor changes in spending throughout the covered period. Evasions of the Tax Offset Provision may be subject to recoupment.

The U.S. Treasury document related to Compliance and Reporting Guidance describes the reporting requirements beginning on page 13 that are known thus far.[27] Please refer to this document to ensure the Recipient's next actions can support the reporting requirement from contractors, Subrecipients or providers. Upon receipt of additional information from the U.S. Treasury on how and where to submit required reports.

[27] SLFRF-Compliance-and-Reporting-Guidance.pdf (treasury.gov)

HEALTH AND HUMAN SERVICES

As applicable (specifically including to any expenditure funded with coronavirus relief funds or public health funds), the Contractor or Recipient (herein each referred to as "Contractor") shall adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards as codified in 45 CFR Part 75 effective December 26, 2014, the HHS Grants Policy Statement, and the Contract Provisions below.

APPENDIX II TO 45 CFR 75—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the HHS agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

(PL 116-94, December 20, 2019, 133 Stat 2534 – Division A, Title V)

1. EXECUTIVE PAY

The Contractor agrees that none of the funds paid through this contract shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

(Sec. 202)

2. GUN CONTROL ADVOCACY

The Contractor agrees that none of the funds paid through this contract may be used, in whole or in part, to advocate or promote gun control.

(Sec. 210)

3. LOBBYING

(a) The Contractor agrees that none of the funds paid through this contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) The Contractor agrees that none of the funds paid through this contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

(Sec. 503)

4. ABORTIONS

(a) The Contractor agrees that none of the funds paid through this contract, and none of the funds in any trust fund paid through this contract, shall be expended for any abortion.

(b) The Contractor agrees that none of the funds paid through this contract, and none of the funds in any trust fund paid through this contract, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term ‘‘health benefits coverage’’ means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

(Sec. 506)

5. LIMITATIONS ON ABORTION FUNDING PROHIBITIONS

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d)(1) The Contractor agrees it will not subject any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term ''health care entity'' includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

(Sec. 507)

6. EMBRYO RESEARCH

(a) The Contractor agrees that none of the funds paid through this contract may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term ''human embryo or embryos'' includes any organism, not protected as a human subject under 45 CFR 46 as of December 20, 2019, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

(Sec. 508)

7. PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

(a) The Contractor agrees that none of the funds paid through this contract may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

(Sec. 509)

8. DISTRIBUTION OF INTENTIONALLY FALSE INFORMATION

The Contractor agrees that none of the funds paid through this contract may be used to disseminate information that is deliberately false or misleading.

(Sec. 515(b))

9. PORNOGRAPHY

(a) The Contractor agrees that none of the funds paid through this contract may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

(Sec. 520)

10. ACORN OR ITS AFFILIATES OR SUBSIDARIES

The Contractor agrees that none of the funds paid through this contract may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

(Sec. 521)

11. NEEDLE EXCHANGE

The Contractor agrees that none of the funds paid through this contract shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

(Sec. 527)

GOVERNMENT-WIDE GENERAL PROVISIONS

(PL 116-93, December 20, 2019, 133 Stat 2317 – Division C, Title VII)

12. PROPAGANDA

The Contractor agrees that none of the funds paid through this contract shall be used directly or indirectly, including by subcontractors, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

(Sec. 718)

13. PRIVACY ACT

The Contractor agrees that none of the funds paid through this contract may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

(Sec. 732)

14. CONFIDENTIALITY AGREEMENTS

(a) The Contractor agrees that it will not require employees or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(Sec. 742)

15. NONDISCLOSURE AGREEMENTS

These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
(Sec. 743)

16. UNPAID FEDERAL TAX LIABILTY

The Contractor agrees that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the Contractor and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 744)

17. CRIMINAL FELONY LIMITATION

The Contractor agrees that it was not convicted of a felony criminal violation under any Federal law within the preceding 24 months,-unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

The Contractor agrees it will not subcontract with any that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(Sec. 745)

OTHER APPROPRIATION PROVISIONS

18. CHIMPANZEES

The Contractor agrees that none of the funds paid through this contract shall be used on any project that entails the capture or procurement of chimpanzees obtained from the wild.

(42 U.S.C. 289d note)

Other Statutory Provisions

19. TRAFFICKING IN PERSONS

This contract is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

(a) The Contractor, Contractor's employees, and any subcontractors or subcontractors' employees may not:

(1) Engage in severe forms of trafficking in persons during the period of time that the contract that this contract is in effect;
(2) Procure a commercial sex act during the period of time that this contract is in effect; or
(3) Use forced labor in the performance of this contract or subcontracts.

(b) Violations of the prohibitions in paragraph (a) include –

(1) Those committed by the Contractor; or
(2) Those committed by the Contractor's employee or a subcontractor through conduct that is either -
i. Associated with performance of this contract; or
ii. Imputed to the Contractor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to

Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

(c) The Contractor must inform Johnson County immediately of any information it receives from any source alleging a violation of paragraph (a).

(d) Definitions. For purposes of this contract:

(1) "Employee" means either:
i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

(Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104))

20. WHISTLEBLOWER PROTECTIONS

The Contractor is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Employee Whistleblower protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013) applies to this contract.

21. HUMAN SUBJECTS PROTECTIONS

If any activities under this contract will involve human subjects in any research activities, the Contractor must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

22. FRAUD, ABUSE AND WASTE

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Christina Demidio	
Printed Name	Signature
Controller	08/05/2025

Title Date







Thank you.

AshBritt appreciates your time and careful consideration of our proposal. We look forward to continuing to serve as your trusted disaster response contractor.

AshBritt

There when you need us...

FORM 6

RFP# 2025-019 Emergency Debris Removal and Reduction Services

PROPOSED COST

Pricing Matrix

The contractor will provide all services and expenses necessary to debris pickup and hauling, processing of debris for a fixed price as a cost per cubic yard, for the debris types noted below. Tipping fees will be negotiated at the time of the event and will be charged to the county at no mark up.

Tipping fee should not be considered with your unit prices.

Schedule 1 - UNIT RATE PRICE SCHEDULE				
Description		**Per Cubic-Yard**		**$Per Cubic-Yard**
Vegetative Debris Removal (Collect, Tub Grinder & Haul) to designated area 1. Assumes Debris Collection haul to designated area and tub grind only.		0 to 30 miles		$14.25
		31 to 50 miles		$15.60
C&D Debris, including white goods, e-waste and mud, soil, sand) to designated area 2. Assumes Debris Collection and haul only		0 to 30 miles		$17.60
		31 to 50 miles		$20.30
Hazardous Waste (Collect & Haul) to designated area		0 to 30 miles		$2,332.00
		31 to 50 miles		$2,332.00
Reduced vegetative debris hauled from county designated reduction site to county approved final disposal site/recycling center (radius)		0 to 30 miles		$5.85
		31 to 50 miles		$8.20
		51 to 100 miles		$16.45

Schedule 1 - UNIT RATE PRICE SCHEDULE		
Description		**$ Per Item**
Hazardous Stump Removal		$583.00
Hazardous Tree		$575.95

Hazardous Limbs (Hangers)		$147.00

Schedule 2 - UNIT RATE PRICE SCHEDULE				
Description				**$Per Cubic-Yard**
Tub Grinder Operations with no hauling operation		Per Cubic-Yard		$3.95
Hauling Operations (as needed) radius		0 to 30 miles		$14.25
		31 to 50 miles		$16.85
		51 to 100 miles		$19.45
Additional Pricing Item Site Management		Per Cubic-Yard		$2.55
Reduction of vegetative debris to a size of 1 inch in at least two (2) directions		Per Cubic-Yard		$3.95

Schedule 3 - UNIT RATE PRICE SCHEDULE				
Description		**Equipment**		**$ Hourly**
Emergency Debris Push (requires a 12-hour response time and 70 hour max total time)		Small Loader or Large Skid Steer, (push machine, wheeled or rubber tracked)		$129.60 (Equipment and operators combined)
Description		**Operation**		**$ Hourly**
Emergency Debris Push (requires a 12-hour response time and 70 hour max total time)		Small Loader or Large Skid Steer, (push machine, wheeled or rubber tracked)		$129.60 (Equipment and operators combined)

Project Assumption (Used only Schedule 1, stumps will not be assumed):

Ice Storm:

The Chairman of the Board of County Commissioners has declared a state of emergency and your firm has been notified to begin contracted work.

The ice storm hit late in the evening on a Tuesday late in January. The ice storm cut a swath through the southwest and west side of Johnson County with a minimum of two inches of ice accumulated in the affected area, while some locations reported as much as 3-5 inches of ice. The storm took down not only power lines, but also the poles that held up the lines. Trees splintered under the weight of the ice as did telephone poles, cell phone towers and roofs. By Wednesday, more than 170,000 households and businesses were without power.

It quickly became an issue of communication and intrastate highway closures. "Communication towers and power lines have gone down, and roads are difficult to clear", said one state official, which made it difficult to assess conditions and target relief efforts.

Johnson County Public Works (PKW) crews have been working to have the Emergency Push Operation and prepping of the Temporary Debris Management Site in Southwest portion of the county ready for your firm to assist hauling and reduce debris (tub grinder being the preferred method of vegetative debris reduction).

Your firm has arrived; and you will be working in parallel with PWK operations and will report directly to the site manager. It is requested that your firm be fully operational by morning briefing in 72 hours.

It is estimated that there is some amount of damage throughout all the 197.1 square miles of Johnson County. All debris is assumed to be vegetative. The current estimate for total cubic yards of vegetative debris is 54,000CY.

For this scenario, assume that you (the contractor) will be conducting **all hauling operations. In a real event, PWK will likely be conducting simultaneous hauling operations.*

Based on your proposed fees provided in *FORM 6, Schedule 1 Proposed Cost* provide a detailed cost figure (include a total) by using Schedule 1 Detail Lines:

a. **Vegetative Debris Removal (Collect, Haul to TDMS, Tub Grinder) - $ 54,000cy X $14.25= $769,500.00**

b. **Reduced vegetative debris hauled from county designated reduction site to county approved final disposal site/recycling center radius (0 to 30miles) (assume a 4:1 reduction ratio of collected debris) $13,500cy X $5.85=$78,975.00**

TOTAL COST of a. and b.: $848,475.00

This proposed total cost will be the Cost Proposal factor for the Maximum Points (page 11).

See attached map.

Square Feet	Square Miles	Acres
5495471589.77239	197.123115472295	126158.793902269

Schedule 4 is All-Inclusive:

Temporary Debris Management Site (TDMS) Operations (All-Inclusive):

Under this optional provision, the contractor would set up, manage (in coordination with the county), vegetative debris reduction operations at the TDMS.

The County understands that there may be some instances that for an unknown reason and/or unforeseen circumstances, the County would be unable to manage TDMS operations and there for also requests that contractor also complete the following expense table. The following is not required for consideration to be a selected contractor.

This cost is inclusive of all related expenses including technical assistance to the County, hauling operations, TDMS management (in coordination with the County), and services for security, traffic management, data and documentation, audit assistance. Fees Eligible Vegetative debris hauled from/to County designated area.

Schedule 4 - UNIT RATE PRICE SCHEDULE				
Description		**Straight-Line Miles (radius from pickup site)**		**$Per Cubic-Yard**
Vegetative Debris Removal (Collect, Haul to TDMS, Tub Grind) Assumes debris collection haul to designated area, tub grinding and site management				$21.95
C&D Debris: (including white goods, e-waste and mud, soil, sand) to designated area (radius)		0 to 30 miles		$17.60
		31 to 50 miles		$19.95
		50 to 100 miles		$22.65
Hazardous Waste (Collect & Haul) to designated area				$2,332.00

Reduced vegetative debris hauled from county designated reduction site to county approved final disposal site/recycling center (radius)		0 to 30 miles		$6.80
		31 to 50 miles		$8.55
		50 to 100 miles		$17.60

Eligible Hazardous Stump removal

Schedule 4 - UNIT RATE PRICE SCHEDULE		
Description		**$ Per Item**
Hazardous Stump Removal		$583.00
Hazardous Tree		$575.95
Hazardous Limbs (Hangers)		$147.00

Schedule 4 - UNIT RATE PRICE SCHEDULE				
Description				**$Per Cubic-Yard**
Reduction of vegetative debris to a size of 1 inch in at least two (2) directions Assumes it includes site management cost.				$5.60

NOTE:

Include with your submission:

1. FORM 6 with Complete Project Assumption based on your Schedule 1 proposed fees. This proposed cost will be the Cost Proposal factor for the Maximum Points (Page 11 of RFP 2025-019).

2. Letter of Commitment from a qualified surety confirming its intention to provide Performance and Payment bonds as set forth below for RFP 2019-020.

3. Are you able to attend trainings or exercises? YES or NO
    a. Describe associated costs: $0.00

4. Sample Certificate of Insurance or a statement letter from your insurance provider showing your company can meet insurance requirements as set forth in RFP 2019-020.

5. Proof that your company would be able to obtain Performance and Payment bonds as set forth below:

    a. AT TASKING: Additional bonds, as described below would be required equaling the projected scope of work.

    The successful Contractor must have capacity to furnish Performance and Payment Bonds, acceptable to Johnson County, Kansas, in an amount equal to *5 million dollars* or $40,000.00, whichever is higher, within 24 hours of mobilization under any subsequent contract. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.

    The form required for both the Bonds are provided below, along with instructions and signature requirements.

    The successful Proposer shall provide Bonds, executed by a Company included in the U. S. Department of the Treasury's Listing of Approved Sureties (Circular 570), and is a company licensed by the Kansas Insurance Department to issue such bonds in this State.

    The successful Proposer shall provide Bonds executed by a company licensed by the Kansas Insurance Department to issue such bonds in this State."

    The Bonds will be required at *within 24 hours of mobilization under any subsequent contract*. The County does not intend to execute the Contract until the proper and approved form of the Bonds has been accepted by the County.

    With Form 6 Response, **Contractors shall submit a Letter of Commitment from qualified surety.** This Letter of Commitment is a letter that confirms the intention of a qualified surety to provide bonds should the company receive an award. This letter does not actually supply the

bonds but expresses that the surety can provide qualified bonds should an award be given.

- This Letter of Commitment shall be from a qualified Bond Agency as specified above and shall confirm the willingness of the Bond Agency to provide bonds at 100% of the contract value ($40,000) and up to $5,000,000 within 24 hours of Tasking that meets the requirements of the County.

SUBMITTED 

Dow Knight
Signature

Senior Vice President
Title

Authorized Representative of

AshBritt, Inc.
Firm Name

565 E. Hillsboro Blvd.
Address

Deerfield Beach, FL 33441
City and State

954-725-6992
Telephone No.

09/26/2025
Date

Consent Agenda: Consider Bid Award for Purchase of Swimming Pool Chemicals

Recommendation
Staff recommends the City Council approve the bid award to Edwards Chemical for swimming pool chemicals.

Background
On March 11, 2026, the City Clerk opened bids for swimming pool chemicals. One swimming pool chemical bid was received. Edwards Chemical has provided this service in previous years.

The 2026 budget includes $55,000 for swimming pool chemicals. The 2026 bid pricing is estimated to be about the same as the 2025 pricing.

Description	Units	Edwards Chemical 2026 Bid	Edwards Chemical 2025 Bid
Calcium Chloride (50 pound bags)	Pounds	$ 0.53	$ 0.53
Chlorine	Gallons	$ 3.25	$ 3.28
Cyanuric Acid (50 pound bags)	Pounds	$ 2.30	No Bid
Soda Ash (50 pound bags)	Pounds	$ 0.508	$ 0.508
Sodium Bicarbonate (50 lb. bags)	Pounds	$ 0.506	$ 0.506
Sulfuric Acid (55 gallon drums)	Gallons	$ 3.28	$ 3.13
Sodium Thiosulfate (50 lb. bags)	Pounds	$ 1.837	$ 1.670
Delivery Charge	Each	$54.00	$54.00

Fiscal Note
Funds in the amount of $55,000 are available in the Public Works 2026 Swimming Pool Operating Budget.

Attachments
None

Prepared By
Suzanne Lownes, Assistant to the Public Works Director
March 27, 2026

Consent Agenda: Consider Bid Award for Purchase of Highway Rock Salt

Recommendation
Staff recommends the City Council approve the bid from Central Salt for Enhanced Salt at $101.83 per ton delivered.

Background
Advertised bids were opened on March 11, 2026, by the City Clerk. This is an annual bid for highway rock salt used for snow/ice control. Four bid responses were received:

Company	Rock Salt	Enhanced Salt
Central Salt	$ 79.23 per ton	$101.83 per ton
Independent Salt	$ 77.00 per ton	No Bid
Cargill	No Bid	No Bid
Compass Mineral	No Bid	No Bid

The bid price for 2025 was $96.77 per ton for Enhanced Salt. All salt prices increased 5%-6% from 2025 to 2026 pricing.

Since 2013 we have exclusively used the Enhanced Salt product and plan to do the same for 2026. It has been proven to be effective, and it has many additional benefits.

It is anticipated that only Enhanced Salt will be purchased under this bid. The 2026 Budget includes $105,000 for highway rock salt.

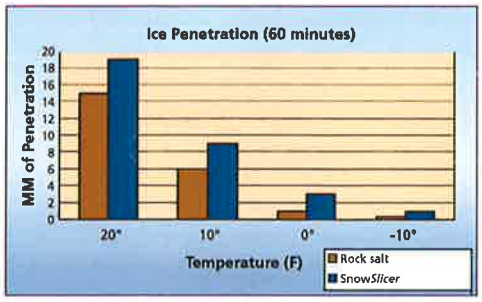
Fiscal Note
Funds in the amount of $105,000 are available in the Public Works 2026 Operating Budget.

Attachments
1. Enhanced Salt Brochure Snow Slicer

Prepared By
Suzanne Lownes, Assistant to the Public Works Director
March 27, 2026

SnowSlicer™

Bulk Pre-Wet Enhanced Deicer



Performance

Snow*Slicer's* melting capacity rivals that of calcium chloride and magnesium chloride, at a much lower cost. All deicers must liquefy in order to chemically perform. Through the pre-wetting technology, Snow*Slicer* performs to expectations almost immediately. When applied to a snow-covered surface, Snow*Slicer* quickly begins to dissolve and penetrate packed snow and ice. The bond between the ice and pavement is then broken, which allows loosened ice and snow to be easily removed.

Features	Benefits
30% to 50% material reduction over rock salt	Cost Savings: Materials applied. Equipment & manpower utilization. Transportation costs. Less risk of environmental impact due to less product being used.
Works at low temperatures	Effectively melts ice and snow at temperatures as low as -20 degrees F.
Starts melting on contact	Does not need traffic, sunlight or higher pavement temperatures to start melting snow and ice. Unlike most dry blends that have less than 10% calcium or magnesium chloride, every salt crystal is coated and accelerates the melting process.
Resists freezing or clumping in stockpile and in spreaders	Saves time and materials. Product remains free flowing.
Non-staining, odorless purple color	More visible on snow covered roads. Crews can track where product is placed minimizing overlap and reassures drivers and owners that treatment has occurred. No foul odor or color tracked into building.
Pre-wetted material	Better utilization of material by reduced bounce and scatter.
Residual Effect	Extended melting action.

From Central Salt—*Where Service is Central*

Snow*Slicer* is produced exclusively by Central Salt, a leader in liquid, dry and dry blend ice melting technologies used throughout the winter maintenance industry. We are at your service 24/7, ready to provide the highest level of service at the most affordable cost.



PRODUCED AND MARKETED BY

CENTRAL SALT®

385 Airport Road, Suite 108
Elgin, Illinois 60123
(888) HWY SALT or (888) 499-7258
info@centralsalt.com www.centralsalt.com

© 2011 Central Salt, L.L.C. No warranty expressed or implied, including but not limited to warranty of merchantability or fitness for a particular purpose, is made concerning this product. Overuse of any deicing chemical can cause damage to vegetation. You can avoid this by properly applying deicing chemicals.

SnowSlicer™

Bulk Pre-Wet Enhanced Deicer

CENTRAL SALT®

Snow*Slicer*™ is a pre-wet ice melting product that contains a blend of naturally occurring crystal and liquid ice melt products plus a unique, purple coloring that makes it highly visible. The combination of a high-performance liquid deicer and a blend of fine and coarse crystal ice melters using Central Salt's "pre-wetting" technology results in a unique product that melts faster, lasts longer and performs better.



Why is Snow*Slicer* more Cost Effective?

- Fast-acting and effective in lower temperatures
- Pre-wet deicer means less material (up to 50%) and fewer applications are needed
- Flows freely even in sub-freezing conditions
- Vivid purple color is easy to see and will not track or stain
- Maintains a residual melting effect after storm event

Effective to **-20** *degrees*

"It has given us the ability to use less material but receive the same results. Not only has it saved us money in material costs, it is less damaging to our equipment and doesn't cake as much as other salt products."

— Tim Washburn
Purchasing Manager
Acres Group, Illinois

Consent Agenda: Consider award of contract with Superior Bowen for the 2026 UBAS Program (UBAS2026) and Somerset UBAS from Mission to State Line (SODR0005)

Recommendation

Move to authorize the Mayor to sign the Construction Contract with Superior Bowen for the 2026 UBAS Program and Somerset UBAS from Mission to State Line in the amount of $645,000.

Background

Ultra-thin bonded asphalt surface (UBAS) is an asphalt surface treatment used to help extend the life of a road by placing a thin overlay onto a prepared asphalt surface. The overlay can disperse water quickly off the surface, which reduces roadway spray from vehicles and provides greater visibility in wet weather. This treatment is being used on Prairie Village arterial and collector streets.

On August 14, 2026, the office of the City Clerk opened bids which encompassed two UBAS projects; 2026 UBAS Program and Somerset UBAS from Mission Road to State Line Road (SODR0005). Two bids were received:

Superior Bowen	$510,516.70
McAnany Construction	$569,000.00
Engineer's Estimate	$654,466.20

City staff has reviewed the bids for accuracy and recommends awarding the project to Superior Bowen. There is $395,000 budgeted for the construction of the UBAS2026 project and a budget of $250,000 for the Somerset project for a total award of $645,000. Locations of the UBAS2026 project will be adjusted (increased) to utilize the $395,000 budget. This contract has a stipulation that no work will be performed from June 1 - July 20 to avoid 2026 World Cup activities.

The Somerset UBAS project is a joint project with the City of Leawood with shared cost at 79% Prairie Village and 21% Leawood. An interlocal agreement will come before the governing body to accept the Leawood funding for their portion of the project.

Fiscal Note

There is funding available in the CIP Projects as follows:

UBAS 2026	$395,000
SODR0005	$250,000

Attachments

1. UBAS2026 Superior Bowen Contract
2. UBAS2026 MAP

Prepared By
Melissa Prenger, City Engineer
March 30, 2026

CONSTRUCTION AGREEMENT



UBAS2026 | SODR0005
2026 UBAS PROGRAM
SOMERSET, STATE LINE TO MISSION

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

SUPERIOR BOWEN

CONSTRUCTION CONTRACT
FOR
2026 UBAS PROGRAM | SOMERSET, STATE LINE TO MISSION

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
SUPERIOR BOWEN

THIS AGREEMENT, is made and entered into this _____ day of _____, 20___, by and between the City of Prairie Village, Kansas, hereinafter termed the "**City**", and _____, hereinafter termed in this agreement, "**Contractor**", for the construction and completion of Project 2026 UBAS PROGRAM | SOMERSET, STATE LINE TO MISSION , (the "**Project**") designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

WHEREAS, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

WHEREAS, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment , materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

WHEREAS, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City's agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. **DEFINITIONS:** Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

ADVERSE WEATHER shall have the meaning set forth in Section 9.3 hereof.

APPLICATION FOR PAYMENT shall mean a written request for compensation for Work performed on forms approved by the City.

BID shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

BID DOCUMENTS shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

BID PROPOSAL shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

BIDDER shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

BONDS shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

CERTIFICATE FOR PAYMENT shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

CHANGE ORDER is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

CITY shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

CONTRACT or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

CONTRACT PRICE shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

CONTRACT TIME shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

CONTRACTOR shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

DEFECTIVE WORK shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

FIELD ORDER shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

FINAL ACCEPTANCE shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

GENERAL CONDITIONS shall mean the provisions in the document titled "General Conditions – General Construction Provisions" attached hereto and incorporation herein by reference.

INSPECTOR shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

NOTICE TO PROCEED shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

PAY ESTIMATE NO. ____ or **FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

PLANS shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

PROJECT shall mean the Project identified in the first paragraph hereof.

PROJECT MANAGER shall mean the person appointed by the Public Works Director for this Contract.

PROJECT MANUAL shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

PROJECT SEGMENTS shall have the meaning set forth in Section 7.1 hereof.

PUBLIC WORKS DIRECTOR shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

SHOP DRAWINGS shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

SPECIAL CONDITIONS shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

SUBCONTRACTOR shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

TOTAL COMPLETION shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

TOTAL PROJECT WORK shall have the meaning set forth in Section 7.1 hereof.

UNIT PRICE WORK shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

UNUSUALLY SEVERE WEATHER shall have the meaning set forth in Section 9.4 hereof.

WORK shall the mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

WORK SCHEDULE shall have the meaning set forth in Section 7.2 hereof.

1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.

1.3 Whenever in these Contract Documents the words “as ordered,” “as directed”, “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.

1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.

1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ENTIRE AGREEMENT:

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

3. INTENT AND INTERPRETATION

3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

3.2 All time limits stated in the Contract Documents are of the essence of the Contract.

3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.

3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.

3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.

3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.

3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.

3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.

3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only

the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.

3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.

3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) of **SIX HUNDRED AND FORTY FIVE THOUSAND AND 00/100 DOLLARS** ($645,000.00) for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.

5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.

5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.

6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities

specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:

- The Work is defective, or completed Work has been damaged requiring correction or replacement,
- The Contract Price has been reduced by Written Amendment or Change Order,
- The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.

6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.

6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.

6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.

6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.

6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.

6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.

6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.

6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.

6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.

7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action.

Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.

7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.

7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.

7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.

7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.

7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.

7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.

7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would

affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

9. ADVERSE WEATHER:

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 "**Adverse Weather**" is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.

9.4 "**Unusually Severe Weather**" is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

calculated chronologically from the first to the last day of each month, and be recorded as full workdays.

9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.

9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.

9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.

9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.

9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.

9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.

9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.

9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)

9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.

11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.

11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.

11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.

11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

City for payment to the Contractor, except that no amount less than $500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than $500.00.

11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.

11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- Defective Work not remedied by the Contractor;
- Claims of third parties against the City or the City's property;
- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the Work is not progressing according to agreed upon schedule by both parties.

11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the

remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.

12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.

13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give

such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).

13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.

13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.

13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.

13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense,

which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.

13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic or any similar event, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.

13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19 or similar event, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19 or similar event. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 or similar event reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.

13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

14. CHANGES IN THE WORK

14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.

14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order,

and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.

14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor’s limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits –

General Aggregate:	$2,000,000
Products / Completed Operations Aggregate:	$2,000,000
Personal & Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

Policy MUST include the following conditions:

A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)

B. NAME CITY OF PRAIRIE VILLAGE AS “ADDITIONAL INSURED”

15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) –
Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:
NAME CITY OF PRAIRIE VILLAGE AS “ADDITIONAL INSURED”

15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence	$1,000,000
General Aggregate	$1,000,000

15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

Is authorized to do business in the State of Kansas;

Carries a Best's policy holder rating of A- or better; and

Carries at least a Class VIII financial rating, **or**

Is a company mutually agreed upon by the City and Contractor.

15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

A. Cover all subcontractor's in its insurance policies, or

B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

"**The Contractor**" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and "**Loss**" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.

17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.

17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

18.1 The Contractor agrees that:

A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.

18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

[THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.

19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.

20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.

22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.

22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.

22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.

22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.

22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.

22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.

22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

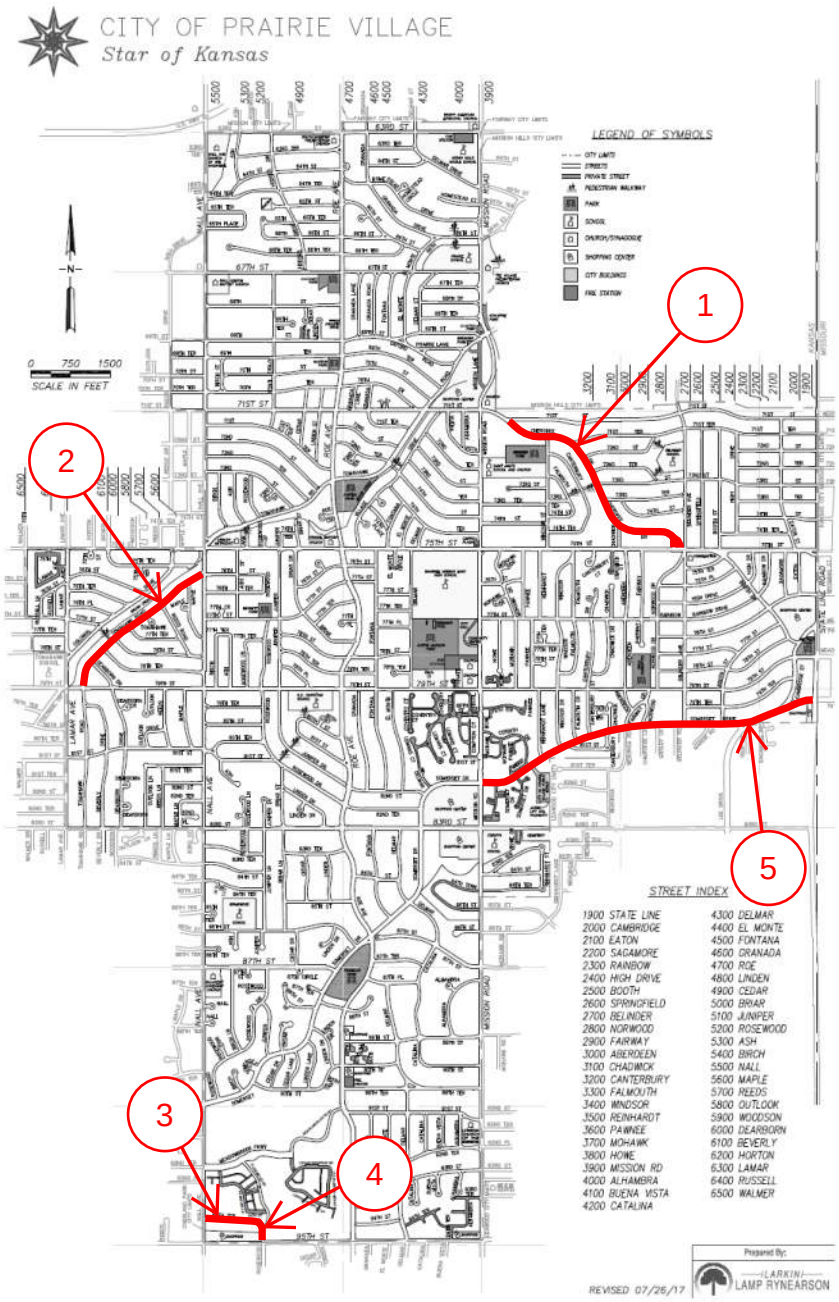
IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE	_____ (typed company name)
By: _____ (signed)	By: _____ (signed)
Eric Mikkelson (typed name)	_____ (typed name)
Mayor (typed title)	_____ (typed title)
City of Prairie Village (typed company name)	_____ (typed company name)
7700 Mission Road (typed address)	_____ (typed address)
Prairie Village, Kansas 66208 (typed city, state, zip)	_____ (typed city, state, zip)
913-385-4647 (Public Works) (typed telephone number)	_____ (typed telephone number)
_____ (date of execution)	_____ (date of execution)

SEAL

ATTEST:	APPROVED BY:
_____ City Clerk, Adam Geffert	_____ City Attorney, Alex Aggen

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)



1. CHED01 - Cherokee Dr (71st St to 75th St) 2-10

2. TORD04 - Tomahawk (Nall Ave to 79th St) 11-14

3. 94TE01 - 94th Terr (Rosewood Ave to Nall Ave) 15-17

4. RODR13 - Rosewood Ave (94th Terr to 95th St) 18

5. Project SODR0005 included in this plan set – Somerset Dr (State Line Rd to Mission Rd) 19-30

SODR01, SODR02

Details 31-32

PROJECT LIMITS ON MAIN LINE

PROJECT LIMITS ON SIDE STREETS

GENERAL NOTES:

1. Contractor is responsible for documenting all existing pavement markings prior to removals.

2. Permanent pavement marking are required to be replaced within 14 days.

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is entered into this ____day of _____ 2026, by and between the **City of Prairie Village, Kansas**, located at 7700 Mission Road, Prairie Village KS, 66208, a municipal corporation, hereinafter referred to as "**City**", and the **Shawnee Mission Unified School District No. 512**, located at 8200 W. 71st Street, Shawnee Mission, Kansas 66204, a political subdivision of the State of Kansas, hereinafter referred to as "**District**".

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is for the City to assign uniformed law enforcement officers (hereinafter referred to as "SROs"), vehicles, radios and all necessary equipment for the School Resource Officer Program. SROs will work with school personnel in providing alcohol and drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response during on-campus or school related criminal activity.

2. **Term.** The term of this agreement shall be from the first day of school in August 2026 thru the last day of school in May 2028, but subject to a review in April 2026. Provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the SRO shall perform regular police duties at a duty station as determined by the Chief of Police..

3. **Termination.** This Agreement may be terminated without cause by either party upon 30 days prior written notice.

4. **Relationship of Parties.** The City and SROs shall have the status of an independent contractor of the District for purposes of this Agreement. All SROs assigned to the District shall be considered employees of the City, subject to the City's control and supervision. Assigned SROs will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The District agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by SROs assigned to the District. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

   4.1 The City will continue to maintain all records concerning the performance of services here listed, including SRO employment records and any reports required by the City's Standards of Conduct or Standard Operating Procedure.

5. **Consideration.** In consideration of the assignment of SROs to District schools as provided herein, the District agrees to pay the City for each hour each SRO works at a District school at the rate of $38.00 per hour. The District will not be responsible for payment of overtime, unless it is requested by the District. SROs' weekly District schedule will be mutually agreed upon in consultation with the Superintendent or his/her designee. SROs may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under this Agreement. Payment from the District to the City will be made monthly or quarterly, at the discretion of the City.

6. **SRO Responsibilities.** SROs assigned to the District shall:

6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol and drug issues, violence diffusion, violence prevention, and other safety issues in the school community.

6.2 Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO. SROs also will share information with an administrator or a District police officer about persons and conditions that pertain to campus safety concerns.

6.3 Provide informational in-services and be a general resource for District staff on issues related to alcohol, drugs, violence prevention, gangs, safety, and security.

6.4 Gather information regarding potential emerging issues such as criminal activity, gang activity and student unrest, as well as attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

6.5 Take the appropriate steps consistent with a Kansas law enforcement officer's duties when a crime occurs.

6.6 Present educational programs to students and school staff on topics agreed upon by both parties.

6.7 Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

6.8 Notify the building principal as soon as practicable of any significant enforcement event or public safety threat, including advising the building principal prior to taking legal action, subject to the SRO's duties under the law (unless, in the SRO's professional opinion, circumstances prevent prior notice).

6.9 Refer violations of the District's discipline code to District administration. SROs shall not act as school disciplinarians, nor make recommendations regarding school discipline. District administrators are solely responsible for

school discipline and will not request the SROs assistance in such matters. SROs shall not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law.

SROs are not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, SROs may assist District employees until the problem is solved.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned SROs or the City beyond the general duties that exist for law enforcement officers within the State.

6.10 Maintain the confidentiality of student records, as outlined in paragraph 11 below.

7. **Reports.** SROs also will be responsible for the preparation and submission of police department reports and documents, which will be maintained and disseminated by the police department Records Unit.

8. **Time and Place of Performance.** The City will make all reasonable efforts to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or police department requirements. SROs shall be and remain full-time uniformed law enforcement officers of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute SRO to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. SROs' activities will be restricted to their assigned school grounds except for:

8.1 Follow-up home visits when needed as a result of school related student problems.

8.2 School related off-campus activities when SRO participation is requested by the principal and approved by the City.

8.3 Responding to off-campus, but school related, criminal activity.

8.4 Responding to emergency police activities.

9. **District Responsibilities.**

9.1 The District will provide each SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall

include a telephone, filing space capable of being secured, and access to a computer.

9.2 The District will report crimes to law enforcement in accordance with the District's board policy JDDB. The City will be the primary investigative agency of such crimes that are reported to them by the District.

10. Search and Seizure; Interrogations.

10.1 Any searches of students and any searches and/or seizures of property conducted by SROs for law enforcement purposes shall be limited to and performed in accordance the District's school board policies JCABB and JCAB.

10.2 Any interviews of students conducted by SROs for law enforcement purposes shall be limited to and performed in accordance with the District's school board policy JCAC.

11. Student Records. The release of student records is governed by Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). For purposes of access to student records, SROs are considered a "school official" and may be provided students' personally identifiable information ("PII") on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, SROs may only use PII for the purpose for which the disclosure was made and to promote school safety and the physical security of students.

SROs, acting as school officials, may request student records from a District administrator for legitimate educational purposes. SROs may not disclose PII obtained from student records, without prior written consent, to others, including other officers who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA.

12. Indemnity. Indemnification for both parties will be governed by the Kansas Tort Claims Act.

13. Miscellaneous.

13.1 This Agreement is subject to the terms of Form DA146a (Rev. 07/19), which is attached to and made part of this Agreement as though fully set forth in this Agreement.

13.2 Neither the City nor the District may assign this Agreement without the prior written approval of both parties.

13.3 Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either Party under Kansas law.

13.4 In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

13.5 The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.

13.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties.

13.7 The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512

By: _____
President, Board of Education

Attested by: _____
Shelly Trenholm, Clerk, Board of Education

Approved as to Form: _____
Rachel England, General Counsel

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson, Mayor

Attested by: _____
Adam Geffert, City Clerk

Approved as to Form: _____
Alex Aggen, City Attorney

CONTRACTUAL PROVISIONS ATTACHMENT
Shawnee Mission School District

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

> The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 2026.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Johnson County, Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided SMSD under the contract. SMSD will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD or the contractor.

4. **Disclaimer of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq*.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq*.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the

provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by SMSD or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or SMSD at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and SMSD shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and SMSD shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq*.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq*.

12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and SMSD to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of SMSD or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

14. **Privacy of Student Records.** The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. Contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.

15. **Confidentiality**. As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq*.).

Committee Reports: Insurance Committee - Consider 2026-2027 insurance renewals - Jason Hannaman

Recommendation

The Insurance Committee recommends the City Council approve the renewal of all of the City's property and casualty insurance lines with Travelers and Lloyds (Cyber Liability) for the coverage year May 2026 to May 2027 at a total renewal rate of $527,227. In addition, the Insurance Committee recommends the City Council approve the renewal of the service agreement with HUB for the next year.

Traveler's coverage for year May 2026 to May 2027 will include:

- Property
- Inland Marine
- General Liability
- Employee Benefits Liability
- Law Enforcement Liability
- Public Entity Management Liability
- Employment Practices Liability
- Auto Liability / Auto Physical Damage
- Umbrella
- Crime/Kidnap & Ransom
- Fiduciary Liability
- Worker's Compensation
- Treasurer Bond – Scott McDonald
- Drone Liability & Damage

Lloyds coverage for year May 2026 to May 2027:

- Cyber Liability

Background

The Insurance Committee met on February 10, 2026 to discuss the City's insurance needs for the upcoming year. The Committee discussed with HUB changes in City covered property, and any changes to relevant City processes. City staff provides HUB with detail of all buildings, vehicles, equipment, number of employees, and various other factors that drive coverages needed.

The Insurance Committee reviewed and discussed various aspects of the City's policies. HUB noted softening property and casualty pricing in the market and stated that for clean, well-managed risks, first-half 2026 renewals are expected to come in flat to -5%. The Committee directed HUB and City staff to proceed with taking the renewal to market and ask other carriers to bid on the policies.

On March 26th, 2026 the Committee met with HUB to review the results of the

marketing proposals. The Committee did specifically review a proposal from a risk pool, Midwest Public Risk, that would represent a shift away from the traditional insurance carrier model. After comparing the options, costs, and differences between the proposals, the Committee unanimously recommended renewing with Travelers at this time.

Overall, the renewal represents a decrease of $31,766 or 5.4% on comparative coverage lines. HUB continues to use a flat fee commission model. This year's renewal reflects the same flat fee of $30,000. The proposed policy is very similar to the current plan, with most coverage levels remaining the same although the City is adding some additional coverage specific to drone usage.

Premium amounts are driven both by rate changes as well as increases in the underlying value of the covered exposure. Most of the decrease in premium for the 2026-2027 renewal is driven by extremely favorable rates on the workers compensation line. Worker's compensation decreased $43,772 or 30% due to a history of minimal claims and safety education efforts, which has led to lowered rates in several classifications. The amount in the expiring premium column reflects the mid-year audited payroll amount. Other coverage lines were a mixture of small increases or decreases, depending on the line of coverage.

Fiscal Note

The insurance coverage period will be from May 1, 2026 through April 30, 2027, which will span two separate budget years. Based off of prior year discussions with HUB, a 8% increase was built into the 2026 budget. The proposal that the City received was ultimately well under budget. Any deductible amounts will be taken from an insurance reserve fund.

Attachments

1. Premium Comparison Summary
2. Agency Fee Agreement

Prepared By

Jason Hannaman, Finance Director
March 30, 2026

City of Prairie Village Travelers Premium Comparison

Coverage	Carrier AM Best Rating	Expiring Premium (25-26)	Renewal Premium (26-27)
Property (Deluxe Package)	Travelers, A++ XV	$93,397	$108,159
Inland Marine	Travelers, A++ XV	$7,318	$7,849
General Liability	Travelers, A++ XV	$33,788	$35,135
Employee Benefits Liability	Travelers, A++ XV	$343	$343
Law Enforcement Liability	Travelers, A++ XV	$45,051	$50,211
Public Entity Management Liability	Travelers, A++ XV	$7,108	$7,096
Employment Practices Liability	Travelers, A++ XV	$17,483	$19,427
Automobile Liability	Travelers, A++ XV	$65,191	$65,948
Automobile Physical Damage	Travelers, A++ XV	$28,420	$25,889
Umbrella	Travelers, A++ XV	$42,515	$36,092
Crime & Kidnap & Ransom	Travelers, A++ XV	$5,368	$5,163
Fiduciary Liability	Travelers, A++ XV	$4,654	$4,896
Workers' Compensation	Travelers, A++ XV	$144,103	$100,331
Cyber Liability	CFC/Lloyd's	$30,581	$28,258
	Subtotal	**$525,320**	**$494,797**
	Agency Fee	**$30,000**	**$30,000**
	(Cyber Commission Credit)	**-$3,000**	**-$3,223**
	TOTAL	**$552,320**	**$521,574**

Coverage	Carrier AM Best Rating	Expiring Premium	Renewal Premium
Treasurer Bond- S. McDonald, Eff. 10/18/25	Travelers, A++ XV	$158	$158
Kansas Underground Storage Tank, KUST Eff. 1/9/26	Great American, A+ XV	$862	$861

Drone Coverage (Not Included Above)	Annual Premium
Liability	$3,814
Physical Damage ($85,000 SOV, 3- Drones)	$820
Total	**$4,634**

Agreement of Services

THIS AGREEMENT, is to be effective from **April 1, 2026** to **April 30, 2027** by and between **City of Prairie Village** hereinafter referred to as "Client", and **HUB International Midwest Limited** hereinafter referred to as "Agency",

WHEREAS, Client has need for certain services which can be performed by Agency; and

WHEREAS, Agency can provide and desires to render to Client such services; and

WHEREAS, the parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the payment terms which shall apply;

NOW, THEREFORE, Client desires to compensate Agency relative to placement of the following policies of insurance with policy effective dates:

a) All Property & Casualty Placements
b) Worker's Compensation Placement

Client agrees to pay Agency an annual compensation of **$30,000**. The compensation will be paid as a consulting fee from the Client to Agency. In the case insurance policies cannot be "net" commission, the fee amount will be reduced. Annual compensation to Agency will not exceed **$30,000.**

Client understands and acknowledges that some policies are issued with or without commission and any amount over the agency compensation will be returned. The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof; it shall not be amended except by a written amendment signed by both of them and no promise, agreement, or representation not herein set forth shall be of any force or effect between them.

Dated this _____ day of _____, _____

Client Name: City of Prairie Village	Agency: **HUB International Midwest Limited**
Signed by: _____	Signed by: _____
Title: _____	Title: _____

Staff Reports: 2025 Annual Crime Statistics - Chief McCullough

Recommendation
The item is provided for informational purposes and does not include a recommendation.

Background
These stats are provided annually and presented by Chief McCullough during the Staff Report.

Fiscal Note

Attachments
1. Stats-AnnualComparisonMH_2025Q4_FINAL
2. Stats-AnnualComparisonPV_2025Q4_FINAL
3. Stats-AnnualComparisonPVMH_2025Q4_FINAL

Prepared By
Josh Putthoff, Police Captain
March 30, 2026

Mission Hills Police Department 5 Year Comparison
Fourth Quarter Crime Report - 2025

	2021	2022	2023	2024	2025	Average	2025+/- From Avg
Offenses							
Homicide	0	0	0	0	0	0.0	0.0
Rape	0	0	0	0	0	0.0	0.0
Robbery	0	0	0	0	1	0.2	0.8
Assault / Battery	6	7	5	8	10	7.2	2.8
Burglary Residence	13	9	9	1	2	6.8	-4.8
Aggravated Burglary	12	6	4	6	2	6.0	-4.0
Burglary Business / Church / Other	0	0	0	0	0	0.0	0.0
Arson	0	0	0	0	0	0.0	0.0
Forgery	1	0	1	1	3	1.2	1.8
Fraud	12	27	8	9	12	13.6	-1.6
Criminal Damage	25	21	30	12	3	18.2	-15.2
Sex Offenses	0	1	0	1	0	0.4	-0.4
Weapons Violations	0	0	3	4	0	1.4	-1.4
Trespassing	0	0	0	1	0	0.2	-0.2
Offenses Total	69	71	60	43	33	55.2	-22.2
Thefts							
Theft from Motor Vehicle	27	42	24	24	7	24.8	-17.8
Theft from Building	3	6	5	5	3	4.4	-1.4
Auto Theft	15	21	7	21	1	13.0	-12.0
Shoplifting	0	0	1	0	0	0.2	-0.2
Theft of Motor Vehicle Parts	4	3	2	0	0	1.8	-1.8
Theft by Deception	0	1	5	2	3	2.2	0.8
All Other Theft	6	9	4	11	9	7.8	1.2
Thefts Total	55	82	48	63	23	54.2	-31.2
Arrests							
Drug Arrests	17	8	9	16	5	11.0	-6.0
DUI	14	14	17	27	9	16.2	-7.2
Alcohol	3	0	2	7	2	2.8	-0.8
Arrests Total	34	22	28	50	16	30.0	-14.0
Miscellaneous							
Mental Health Total	20	30	40	23	22	27.0	-5.0
Animal Bites	2	6	1	3	4	3.2	0.8
Disturbance	13	15	24	13	12	15.4	-3.4
Medical Calls	47	81	79	91	112	82.0	30.0
Failure to Yield	21	12	30	32	15	22.0	-7.0
Traffic Stops	2303	2098	3031	2386	2892	2542.0	350.0
Parking Complaints	35	36	56	70	70	53.4	16.6
Miscellaneous Total	2441	2278	3261	2618	3127	2745.0	382.0

Mission Hills Police Department 5 Year Comparison
Fourth Quarter Crime Report - 2025

	2021	2022	2023	2024	2025	Average	2025+/- From Avg
Crashes							
Fatal	0	0	0	0	0	0.0	0.0
On Street > $1,000 - no injury	20	22	21	20	15	19.6	-4.6
On Street - injury	8	4	4	8	4	5.6	-1.6
On Street < 1,000 - no injury	1	2	1	0	0	0.8	-0.8
Private Property - no injury	0	1	0	0	0	0.2	-0.2
Private Property - injury	0	0	0	0	0	0.0	0.0
Crash - No Report	18	13	12	10	9	12.4	-3.4
Crashes Total	47	42	38	38	28	38.6	-10.6
Crash Other							
Hit and Run Crash	3	10	5	5	4	5.4	-1.4
Hit and Run Crash Cleared	3	3	2	2	4	2.8	1.2
Crash Other Total	6	13	7	7	8	8.2	-0.2
Calls For Service							
Calls By Officers	1424	1655	1731	1746	1856	1682.6	173.4
Calls By CSOs	70	105	98	99	124	99.2	24.8
Calls For Service Total	1494	1760	1829	1845	1980	1781.6	198.4
Crime Prevention							
Residence Checks	46	58	27	14	75	44.0	31.0
Unattended Vehicle Checks	89	99	137	162	185	134.4	50.6
Open Door (Garage / Car)	152	117	129	130	207	147.0	60.0
House Checks	501	375	506	446	674	500.4	173.6
Crime Prevention Total	788	649	799	752	1141	825.8	315.2
Alarms							
Residential Cancelled	171	163	156	150	151	158.2	-7.2
Residential False	279	339	336	300	300	310.8	-10.8
Audible Residence Check	4	6	8	5	4	5.4	-1.4
Commercial Cancelled	2	2	1	0	3	1.6	1.4
Commercial False	16	6	14	24	35	19.0	16.0
Alarms Total	472	516	515	479	493	495.0	-2.0

Prairie Village Police Department 5 Year Comparison
Fourth Quarter Crime Report - 2025

	2021	2022	2023	2024	2025	Average	2025+/- From Avg
Offenses							
Homicide	1	0	0	0	2	0.6	1.4
Rape	4	4	3	2	2	3.0	-1.0
Robbery	3	3	2	0	3	2.2	0.8
Assault / Battery	85	82	78	85	90	84.0	6.0
Burglary Residence	22	18	20	11	6	15.4	-9.4
Aggravated Burglary	18	10	8	9	7	10.4	-3.4
Burglary Business / Church / Other	2	9	1	4	4	4.0	0.0
Arson	0	1	0	1	2	0.8	1.2
Forgery	8	9	12	19	17	13.0	4.0
Fraud	65	77	74	67	64	69.4	-5.4
Criminal Damage	85	108	106	82	56	87.4	-31.4
Sex Offenses	8	10	7	5	4	6.8	-2.8
Weapons Violations	5	4	12	8	7	7.2	-0.2
Trespassing	10	0	3	7	13	6.6	6.4
Offenses Total	316	335	326	300	277	310.8	-33.8
Thefts							
Theft from Motor Vehicle	93	105	56	87	32	74.6	-42.6
Theft from Building	29	23	41	34	24	30.2	-6.2
Auto Theft	55	63	50	53	30	50.2	-20.2
Shoplifting	20	23	25	21	25	22.8	2.2
Theft of Motor Vehicle Parts	18	17	17	2	0	10.8	-10.8
Theft by Deception	23	17	20	23	20	20.6	-0.6
All Other Theft	38	48	52	33	25	39.2	-14.2
Thefts Total	276	296	261	253	156	248.4	-92.4
Arrests							
Drug Arrests	64	61	75	60	55	63.0	-8.0
DUI	114	96	112	70	80	94.4	-14.4
Alcohol	24	16	11	12	12	15.0	-3.0
Arrests Total	202	173	198	142	147	172.4	-25.4
Miscellaneous							
Mental Health Total	271	238	281	271	308	273.8	34.2
Animal Bites	22	19	14	10	20	17.0	3.0
Disturbance	199	200	218	186	189	198.4	-9.4
Medical Calls	551	860	1321	1575	1659	1193.2	465.8
Failure to Yield	82	79	131	119	67	95.6	-28.6
Traffic Stops	7438	5231	7071	5815	7396	6590.2	805.8
Parking Complaints	112	142	171	127	176	145.6	30.4
Miscellaneous Total	8675	6769	9207	8103	9815	8513.8	1301.2

Prairie Village Police Department 5 Year Comparison
Fourth Quarter Crime Report - 2025

	2021	2022	2023	2024	2025	Average	2025+/- From Avg
Crashes							
Fatal	0	0	0	0	0	0.0	0.0
On Street > $1,000 - no injury	175	181	203	151	195	181.0	14.0
On Street - injury	63	59	66	58	35	56.2	-21.2
On Street < 1,000 - no injury	8	1	1	5	6	4.2	1.8
Private Property - no injury	3	1	0	3	2	1.8	0.2
Private Property - injury	0	0	0	1	1	0.4	0.6
Crash - No Report	180	107	107	124	129	129.4	-0.4
Crashes Total	429	349	377	342	368	373.0	-5.0
Crash Other							
Hit and Run Crash	33	31	35	25	35	31.8	3.2
Hit and Run Crash Cleared	13	16	20	13	28	18.0	10.0
Crash Other Total	46	47	55	38	63	49.8	13.2
Calls For Service							
Calls By Officers	7069	7804	8506	8440	9061	8181.2	879.8
Calls By CSOs	980	974	1027	870	1076	985.4	90.6
Calls For Service Total	8049	8778	9533	9310	10137	9161.4	975.6
Crime Prevention							
Residence Checks	83	74	77	50	151	87.0	64.0
Unattended Vehicle Checks	406	470	562	478	438	470.8	-32.8
Open Door (Garage / Car)	512	354	291	293	338	357.6	-19.6
House Checks	331	490	693	537	566	523.4	42.6
Crime Prevention Total	1332	1388	1623	1358	1493	1438.8	54.2
Alarms							
Residential Cancelled	167	132	139	123	101	132.4	-31.4
Residential False	354	382	313	307	254	322.0	-68.0
Audible Residence Check	19	19	13	11	9	14.2	-5.2
Commercial Cancelled	67	78	53	59	36	58.6	-22.6
Commercial False	240	251	257	231	279	251.6	27.4
Alarms Total	847	862	775	731	679	778.8	-99.8

Prairie Village / Mission Hills Police Department 5 Year Comparison
Fourth Quarter Crime Report - 2025

	2021	2022	2023	2024	2025	Average	2025+/- From Avg
Offenses							
Homicide	1	0	0	0	2	0.6	1.4
Rape	4	4	3	2	2	3.0	-1.0
Robbery	3	3	2	0	4	2.4	1.6
Assault / Battery	91	89	83	93	100	91.2	8.8
Burglary Residence	35	27	29	12	8	22.2	-14.2
Aggravated Burglary	30	16	12	15	9	16.4	-7.4
Burglary Business / Church / Other	2	9	1	4	4	4.0	0.0
Arson	0	1	0	1	2	0.8	1.2
Forgery	9	9	13	20	20	14.2	5.8
Fraud	77	104	82	76	76	83.0	-7.0
Criminal Damage	110	129	136	94	59	105.6	-46.6
Sex Offenses	8	11	7	6	4	7.2	-3.2
Weapons Violations	5	4	15	12	7	8.6	-1.6
Trespassing	10	0	3	8	13	6.8	6.2
Offenses Total	385	406	386	343	310	366.0	-56.0
Thefts							
Theft from Motor Vehicle	120	147	80	111	39	99.4	-60.4
Theft from Building	32	29	46	39	27	34.6	-7.6
Auto Theft	70	84	57	74	31	63.2	-32.2
Shoplifting	20	23	26	21	25	23.0	2.0
Theft of Motor Vehicle Parts	22	20	19	2	0	12.6	-12.6
Theft by Deception	23	18	25	25	23	22.8	0.2
All Other Theft	44	57	56	44	34	47.0	-13.0
Thefts Total	331	378	309	316	179	302.6	-123.6
Arrests							
Drug Arrests	81	69	84	76	60	74.0	-14.0
DUI	128	110	129	97	89	110.6	-21.6
Alcohol	27	16	13	19	14	17.8	-3.8
Arrests Total	236	195	226	192	163	202.4	-39.4
Miscellaneous							
Mental Health Total	291	268	321	294	330	300.8	29.2
Animal Bites	24	25	15	13	24	20.2	3.8
Disturbance	212	215	242	199	201	213.8	-12.8
Medical Calls	598	941	1400	1666	1771	1275.2	495.8
Failure to Yield	103	91	161	151	82	117.6	-35.6
Traffic Stops	9741	7329	10102	8201	10288	9132.2	1155.8
Parking Complaints	147	178	227	197	246	199.0	47.0
Miscellaneous Total	11116	9047	12468	10721	12942	11258.8	1683.2

Prairie Village / Mission Hills Police Department 5 Year Comparison
Fourth Quarter Crime Report - 2025

	2021	2022	2023	2024	2025	Average	2025+/- From Avg
Crashes							
Fatal	0	0	0	0	0	0.0	0.0
On Street > $1,000 - no injury	195	203	224	171	210	200.6	9.4
On Street - injury	71	63	70	66	39	61.8	-22.8
On Street < 1,000 - no injury	9	3	2	5	6	5.0	1.0
Private Property - no injury	3	2	0	3	2	2.0	0.0
Private Property - injury	0	0	0	1	1	0.4	0.6
Crash - No Report	198	120	119	134	138	141.8	-3.8
Crashes Total	476	391	415	380	396	411.6	-15.6
Crash Other							
Hit and Run Crash	36	41	40	30	39	37.2	1.8
Hit and Run Crash Cleared	16	19	22	15	32	20.8	11.2
Crash Other Total	52	60	62	45	71	58.0	13.0
Calls For Service							
Calls By Officers	8493	9459	10237	10186	10917	9863.8	1053.2
Calls By CSOs	1050	1079	1125	969	1200	1084.6	115.4
Calls For Service Total	9543	10538	11362	11155	12117	10943.0	1174.0
Crime Prevention							
Residence Checks	129	132	104	64	226	131.0	95.0
Unattended Vehicle Checks	495	569	699	640	623	605.2	17.8
Open Door (Garage / Car)	664	471	420	423	545	504.6	40.4
House Checks	832	865	1199	983	1240	1023.8	216.2
Crime Prevention Total	2120	2037	2422	2110	2634	2264.6	369.4
Alarms							
Residential Cancelled	338	295	295	273	252	290.6	-38.6
Residential False	633	721	649	607	554	632.8	-78.8
Audible Residence Check	23	25	21	16	13	19.6	-6.6
Commercial Cancelled	69	80	54	59	39	60.2	-21.2
Commercial False	256	257	271	255	314	270.6	43.4
Alarms Total	1319	1378	1290	1210	1172	1273.8	-101.8

Staff Reports: Coyote Education and Update - Chief McCullough

Recommendation

Background

Fiscal Note

Attachments
None

Prepared By
Eric McCullough, Police Chief
March 30, 2026

New Business: Consider 2027-2031 County Assistance Road System (CARS) Program - Melissa Prenger

Recommendation

Recommend approval of the 2027-2031 County Assistance Road System (CARS) program - Melissa Prenger

Background

In order to receive CARS funds, the City must submit an application containing a list of streets and the estimated costs. The following streets are recommended for the five-year CARS program, 2027-2031. It should be noted that the City is committing to fund and construct only the 2027 Program Year with this annual submittal. Out year projects are used by the County to forecast funding needs.

The CARS funding request is typically set to 50% of the project's eligible costs of construction related items, including testing, observation and construction. The City is responsible for funding design and the remaining construction-related costs. Cities are generally guaranteed to have their first priority project. Projects are added or funding reduced based on the available funding in the overall program.

The Public Works Department compiled the list of possible projects below. The work will include, where necessary, full depth pavement repair, curb and gutter replacement, sidewalk repair, new sidewalk, new ADA ramps, milling/overlaying the pavement or UBAS.

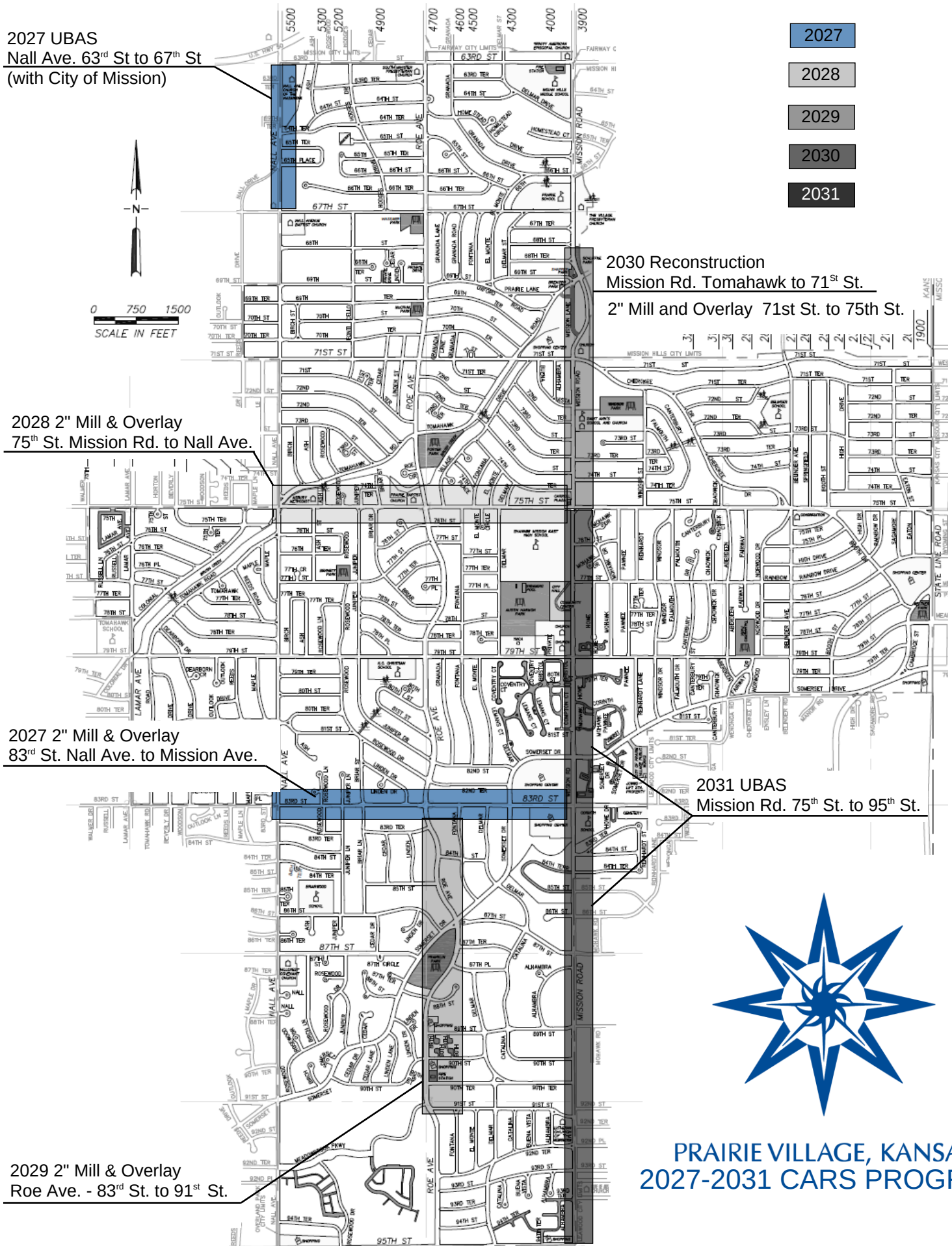
2027-2031 PRAIRIE VILLAGE CARS SUMMARY

Program Year		Street Segment	From	To	CARS Eligible Costs	CARS Request
2027	1	83rd Street	Mission	Nall	$1,922,000	$961,000
	2U	Nall Avenue	Martway	67th St	$943,500 Mission	PV $0 M $353,744
2028	1	75th Street	Mission	Nall	$3,596,000	$1,798,000
2029	1U	Roe Avenue	91st St	95th St	$210,000	$105,000
2030	1	Mission Road	Tomahawk	75th St	$1,045,000	$522,500
2031	1U	Mission Road	75th St	95th St	$1,255,000	$627,250

Fiscal Note
Funding will be programmed with the CIP.

Attachments
1. 2027-2031 CARS Map

Prepared By
Melissa Prenger, City Engineer
March 27, 2026



PRAIRIE VILLAGE, KANSAS
2027-2031 CARS PROGRAM

New Business: Consider award of contract with Vance Brothers for the 2026 Crack Seal/Micro Surfacing Program - Melissa Prenger

Recommendation
Move to authorize the Mayor to sign the construction contract with Vance Brothers for 2026 Crack Seal/Micro Surfacing Program (P5000/P5038) for $425,000.

Background
Three Year Program with Selected Contractor
In January 2025, the Governing Body approved moving forward with a 3-year construction program with Vance Brothers for the Crack Seal and Micro Surfacing Program. This process includes receiving and evaluating a bid received directly from a contractor that has proven to be competitively priced, provided quality of work, and has gone beyond the specified requirements for customer service. Per our procedures, staff will bring forth this new contract, evaluated each year of the program, for approval by the Governing Body.

The 2026 bid proposal has been received and evaluated to be less than annual construction increases at just 2%.

Crack Seal/Micro Surface
This project consists of two maintenance programs throughout the City. Micro Surfacing is a maintenance tool to assist in preserving the existing asphalt pavement, thus extending the pavement's life cycle. During this application the roadway is completely closed to allow for curing of the material. Crack Seal utilizes a joint sealant for cracks/joints which helps to prevent water from entering the base of the pavement. Both activities require equipment specific to the task; however, there are few contractors with the equipment for Micro Surfacing.

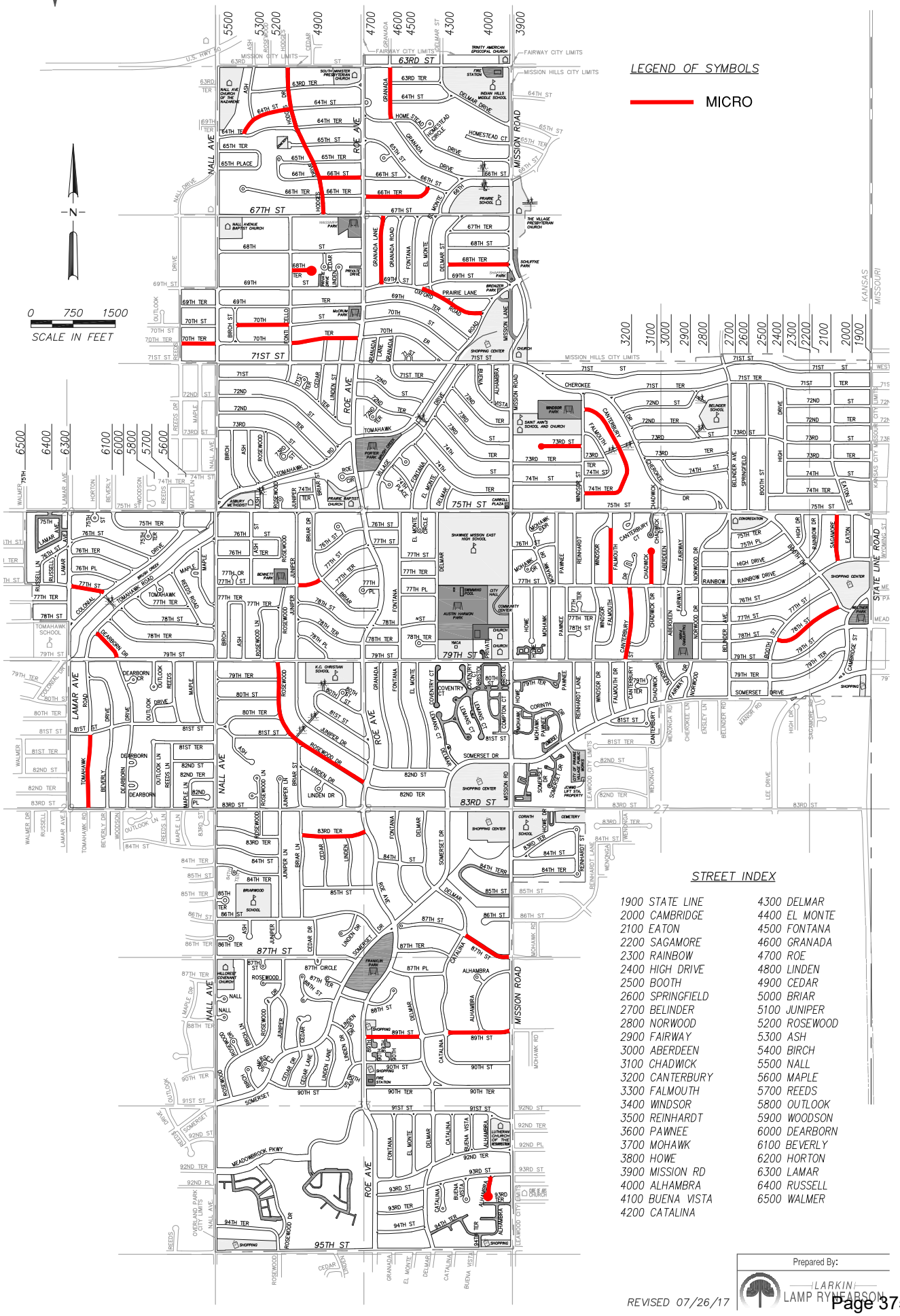
Fiscal Note
Funding is available in the 2026 Operations Projects P5000 and P5038. There is $425,000.00 budgeted for these projects and the contract will be awarded for that amount. The bid for the work is $415,414.88 and locations of work will be adjusted (increased) to utilize the maintenance budget.

Attachments
1. 2026 Micro Surfacing map
2. 2026 Crack/Micro Vance Brothers Contract

Prepared By
Melissa Prenger, City Engineer
March 30, 2026

CITY OF PRAIRIE VILLAGE

Star of Kansas



STREET INDEX

1900 STATE LINE	4300 DELMAR
2000 CAMBRIDGE	4400 EL MONTE
2100 EATON	4500 FONTANA
2200 SAGAMORE	4600 GRANADA
2300 RAINBOW	4700 ROE
2400 HIGH DRIVE	4800 LINDEN
2500 BOOTH	4900 CEDAR
2600 SPRINGFIELD	5000 BRIAR
2700 BELINDER	5100 JUNIPER
2800 NORWOOD	5200 ROSEWOOD
2900 FAIRWAY	5300 ASH
3000 ABERDEEN	5400 BIRCH
3100 CHADWICK	5500 NALL
3200 CANTERBURY	5600 MAPLE
3300 FALMOUTH	5700 REEDS
3400 WINDSOR	5800 OUTLOOK
3500 REINHARDT	5900 WOODSON
3600 PAWNEE	6000 DEARBORN
3700 MOHAWK	6100 BEVERLY
3800 HOWE	6200 HORTON
3900 MISSION RD	6300 LAMAR
4000 ALHAMBRA	6400 RUSSELL
4100 BUENA VISTA	6500 WALMER
4200 CATALINA	

Prepared By:

LARKIN LAMP RYNEARSON

REVISED 07/26/17

CONSTRUCTION AGREEMENT

P5000 P5038
2026 CRACK SEAL AND MICRO SURFACING PROGRAM

BETWEEN

CITY OF PRAIRIE VILLAGE, KS

AND

VANCE BROTHERS LLC

CONSTRUCTION CONTRACT
FOR
P5000 P5038 | 2026 CRACK SEAL AND MICRO SURFACING PROGRAM

BETWEEN
THE CITY OF PRAIRIE VILLAGE, KANSAS
AND
VANCE BROTHERS, LLC

THIS AGREEMENT, is made and entered into this ____ day of _____, 20 26, by and between the City of Prairie Village, Kansas, hereinafter termed the "**City**", and Vance Brothers, LLC, hereinafter termed in this agreement, "**Contractor**", for the construction and completion of Project 2026 CRACK SEAL AND MICRO SURFACING PROGRAM , (the "**Project**") designated, described and required by the Project Manual and Bid Proposal, to wit:

WITNESSETH:

WHEREAS, the City has caused to be prepared, approved and adopted a Project Manual describing construction materials, labor, equipment and transportation necessary for, and in connection with, the construction of a public improvement, and has caused to be published an advertisement inviting sealed bid, in the manner and for the time required by law;

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City in the manner and at the time specified, a sealed Bid Proposal in accordance with the Bid Documents;

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bid Proposals submitted, and as a result of such canvass has determined and declared the Contractor to be the lowest and best responsible bidder for the construction of said public improvements, and has duly awarded to the said Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums set forth herein;

WHEREAS, the Contractor has agreed to furnish at its own cost and expense all labor, tools, equipment , materials and transportation required to construct and complete in good, first class and workmanlike manner, the Work in accordance with the Contract Documents; and

WHEREAS, this Agreement, and other Contract Documents on file with the City Clerk of Prairie Village, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be to the entire satisfaction of the City or City's agents, and in accordance with the laws of the City, the State of Kansas and the United States of America;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, herself or themselves, its, his/her, hers or their successors and assigns, or its, his/her, hers or their executors and administrators, as follows:

1. DEFINITIONS: Capitalized terms not defined herein shall have the meanings set forth in the General Conditions.

1.1 Following words are given these definitions:

ADVERSE WEATHER shall have the meaning set forth in Section 9.3 hereof.

APPLICATION FOR PAYMENT shall mean a written request for compensation for Work performed on forms approved by the City.

BID shall mean a complete and properly signed proposal to do the Work or designated portion thereof, for the price stipulated therein, submitted in accordance with the Bid Documents.

BID DOCUMENTS shall mean all documents related to submitting a Bid, including, but not limited to, the Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond, and the proposed Project Manual, including any Addenda issued prior to receipt of Bids.

BID PROPOSAL shall mean the offer or proposal of the Bidder submitted on the prescribed form set forth the prices for the Work to be performed.

BIDDER shall mean any individual: partnership, corporation, association or other entity submitting a bid for the Work.

BONDS shall mean the bid, maintenance, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents.

CERTIFICATE FOR PAYMENT shall mean written certification from the Project Manager stating that to the best of the project manager's knowledge, information and belief, and on the basis of the Project Manager's on-site visits and inspections, the Work described in an Application for Payment has been completed in accordance with the terms and conditions of the Contract Documents and that the amount requested in the Application for Payment is due and payable.

CHANGE ORDER is a written order issued after the Agreement is executed by which the City and the Contractor agree to construct additional items of Work, to adjust the quantities of Work, to modify the Contract Time, or, in lump sum contracts, to change the character and scope of Work shown on the Project Manual.

CITY shall mean the City of Prairie Village, Kansas, acting through a duly appointed representative.

CONTRACT or **CONTRACT DOCUMENTS** shall consist of (but not necessarily be limited to) the Plans, the Specifications, all addenda issued prior to and all modifications issued after execution of this Agreement, (modifications consisting of written amendments to the Agreement signed by both parties, Change Orders, written orders for minor changes in the Work issued by the Project Manager) this Construction Contract between the City and Contractor (sometimes referred to herein as the "**Agreement**"), the accepted Bid Proposal, Contractor's Performance Bond, Contractor's Maintenance Bond, Statutory Bond, the Project Manual, the General Conditions, the Special Conditions and any other documents that have bearing the Work prescribed in the Project. It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.

CONTRACT PRICE shall be the amount identified in the Construction Agreement between the City and the Contractor as the total amount due the Contractor for Total Completion of the Work as per the Contract Documents.

CONTRACT TIME shall be the number of calendar days stated in the Contract Documents for the completion of the Work or shall be a specific date as designated in the Construction Agreement.

CONTRACTOR shall mean the entity entering into the Contract for the performance of the Work covered by this Contract, together with his/her duly authorized agents or legal representatives.

DEFECTIVE WORK shall mean Work, which is unsatisfactorily, faulty or deficient, or not in conformity with the Project Manual.

FIELD ORDER shall mean a written order issued by the Project Manager that orders minor changes in the Work, but which does not involve a change in the Contract Price or Contract Time.

FINAL ACCEPTANCE shall mean the date when the City accepts in writing that the construction of the Work is complete in accordance with the Contract Documents such that the entire Work can be utilized for the purposes for which it is intended and Contractor is entitled to final payment.

GENERAL CONDITIONS shall mean the provisions in the document titled "General Conditions – General Construction Provisions" attached hereto and incorporation herein by reference.

INSPECTOR shall mean the engineering, technical inspector or inspectors duly authorized by the City to monitor the work and compliance tests under the direct supervision of the Project Manager.

NOTICE TO PROCEED shall mean the written notice by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents. Without the prior express written consent of the City, the Contractor shall do no work until the date set forth in the Notice to Proceed.

PAY ESTIMATE NO. ____ or **FINAL PAY ESTIMATE** shall mean the form to be used by the Contractor in requesting progress and final payments, including supporting documentation required by the Contract Documents.

PLANS shall mean and include all Shop Drawings which may have been prepared by or for the City as included in the Project Manual or submitted by the Contractor to the City during the progress of the Work, all of which show the character and scope of the work to be performed.

PROJECT shall mean the Project identified in the first paragraph hereof.

PROJECT MANAGER shall mean the person appointed by the Public Works Director for this Contract.

PROJECT MANUAL shall contain the General Conditions, Special Conditions, Specifications, Shop Drawings and Plans for accomplishing the work.

PROJECT SEGMENTS shall have the meaning set forth in Section 7.1 hereof.

PUBLIC WORKS DIRECTOR shall mean the duly appointed Director of Public Works for the City of Prairie Village or designee.

SHOP DRAWINGS shall mean all drawings, diagrams, illustrations, schedules and other data which are specifically prepared by the Contractor, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distribution and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS shall mean those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction methods, standards and workmanship as applied to the Work and certain administrative details applicable thereto. They may include, but not necessarily be limited to: design specifications, e.g. measurements, tolerances, materials, inspection requirements and other information relative to the work; performance specifications, e.g., performance characteristics required, if any; purchase description specifications, e.g. products or equipment required by manufacturer, trade name and/or type; provided, however, equivalent alternatives (including aesthetics, warranty and manufacturer reputation) may be substituted upon written request and written approval thereof by the City.

SPECIAL CONDITIONS shall mean the provisions in the document titled "Special Conditions" attached hereto and incorporation herein by reference.

SUBCONTRACTOR shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.

SUBSTANTIAL COMPLETION shall be defined as being less than 100 percent of the Work required that will be completed by a specified date as agreed to in writing by both parties.

TOTAL COMPLETION shall mean all elements of a Project Segment or the Total Project Work is complete including all subsidiary items and "punch-list" items.

TOTAL PROJECT WORK shall have the meaning set forth in Section 7.1 hereof.

UNIT PRICE WORK shall mean Work quantities to be paid for based on unit prices. Each unit price shall be deemed to include the Contractor's overhead and profit for each separately identified item. It is understood and agreed that estimated quantities of times for unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract Price. Determinations of actual quantities and classifications of unit price work shall be made by the City.

UNUSUALLY SEVERE WEATHER shall have the meaning set forth in Section 9.4 hereof.

WORK shall the mean the work to be done to complete the construction required of the Contractor by the Contract Documents, and includes all construction, labor, materials, tools, equipment and transportation necessary to produce such construction in accordance with the Contract Documents.

WORK SCHEDULE shall have the meaning set forth in Section 7.2 hereof.

1.2 Whenever any word or expression defined herein, or pronoun used instead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning commonly given. Work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such, recognized standards.

1.3 Whenever in these Contract Documents the words “as ordered,” “as directed”, “as required”, “as permitted”, “as allowed”, or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the Project Manager is intended.

1.4 Whenever any statement is made in the Contract Documents containing the expression “it is understood and agreed”, or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.

1.5 The words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactorily”, or words of like effect in import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Project Manager.

1.6 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and, third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.7 All terms used herein shall have the meanings ascribed to them herein unless otherwise specified.

2. ENTIRE AGREEMENT:

The Contract Documents, together with the Contractor's Performance, Maintenance and Statutory bonds for the Work, constitute the entire and exclusive agreement between the City and the Contractor with reference to the Work. Specifically, but without limitation, this Contract supersedes all prior written or oral communications, representations and negotiations, if any, between the City and the Contractor. The Contract may not be amended or modified except by a modification as hereinabove defined. These Contract Documents do not, nor shall they be construed to, create any contractual relationship of any kind between the City and any Subcontractor or remote tier Subcontractor.

3. INTENT AND INTERPRETATION

3.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, including construction, labor, materials, tools, equipment and transportation, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result, shall be provided by the Contractor for the Contract Price.

3.2 All time limits stated in the Contract Documents are of the essence of the Contract.

3.3 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

3.4 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

3.5 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission, which the Contractor may discover, or should have discovered, with respect to these documents before proceeding with the affected Work. The review, issuance, or the express or implied approval by the City or the Project Manager of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such review be evidence of the Contractor's compliance with this Contract.

3.6 The City has prepared or caused to have prepared the Project Manual. **HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO ACCURACY OR FITNESS FOR PARTICULAR PURPOSE INTENDED OR ANY OTHER WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been made or are hereby made.

3.7 As between numbers and scaled measurements in the Project Manual, the numbers shall govern; as between larger scale and smaller scale drawings, (e.g. 10:1 is larger than 100:1) the larger scale shall govern.

3.8 The organization of the Project Manual into divisions, sections, paragraphs, articles (or other categories), shall not control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

3.9 The Contract Documents supersedes all previous agreements and understandings between the parties, and renders all previous agreements and understandings void relative to these Contract Documents.

3.10 Should anything be omitted from the Project Manual, which is necessary to a clear understanding of the Work, or should it appear various instructions are in conflict, the Contractor shall secure written instructions from the Project Manager before proceeding with the construction affected by such omissions or discrepancies.

3.11 It is understood and agreed that the Work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

3.12 The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening Bids for the Work represented thereby, shall not extend beyond the construction in conformity with the less expensive of the said conflicting requirements. Any increase in cost of Work required to be done in excess of the less expensive work of the conflicting requirements will be paid for as extra work as provided for herein.

3.13 The apparent silence of the Project Manual as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only

the best general practice is to be used. All interpretations of the Project Manual shall be made on the basis above stated.

3.14 The conditions set forth herein are general in scope and are intended to contain requirements and conditions generally required in the Work, but may contain conditions or requirements which will not be required in the performance of the Work under contract and which therefore are not applicable thereto. Where any stipulation or requirement set forth herein applies to any such non-existing condition, and is not applicable to the Work under contract, such stipulation or requirement will have no meaning relative to the performance of said Work.

3.15 KSA 16-113 requires that non-resident contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Failure to comply with this requirement shall disqualify the Contractor for the awarding of this Contract.

4. CONTRACT COST

The City shall pay the Contractor for the performance of the Work embraced in this Contract, and the Contractor will accept in full compensation therefore the sum (subject to adjustment as provided by the Contract) **of FOUR HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($425,000.00)** for all Work covered by and included in the Contract; payment thereof to be made in cash or its equivalent and in a manner provided in the Contract Documents.

5. WORK SUPERINTENDENT

5.1 The Contractor shall provide and maintain, continually on the site of Work during its progress, an adequate and competent superintendent of all operations for and in connection with the Work being performed under this Contract, either personally or by a duly authorized superintendent or other representative. This representative shall be designated in writing at the preconstruction meeting.

5.2 The superintendent, or other representative of the Contractor on the Work, who has charge thereof, shall be fully authorized to act for the Contractor, and to receive whatever orders as may be given for the proper prosecution of the Work, or notices in connection therewith. Use of Subcontractors on portions of the Work shall not relieve the Contractor of the obligation to have a competent superintendent on the Work at all times.

5.3 The City shall have the right to approve the person who will be the Superintendent based on skill, knowledge, experience and work performance. The City shall also have the right to request replacement of any superintendent.

5.4 The duly authorized representative shall be official liaison between the City and the Contractor regarding the signing of pay estimates, change orders, workday reports and other forms necessary for communication and Work status inquiries. Upon Work commencement, the City shall be notified, in writing, within five (5) working days of any changes in the Contractor's representative. In the absence of the Contractor or representative, suitable communication equipment, which will assure receipt of messages within one (1) hour during the course of the workday, will also be required.

5.5 The Contractor will be required to contact the Project Manager daily to advise whether and/or where the Contractor and/or the Subcontractor's crews will be working that day, in order that the Project Manager's representative is able to monitor properly the Work.

6. PROJECT MANAGER

6.1 It is mutually agreed by and between the parties to this Agreement that the Project Manager shall act as the representative of the City and shall observe and inspect, as required, the Work included herein.

6.2 In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Agreement that the Project Manager shall, in good faith and to the best of its ability, determine the amount and quantities of the several kinds of work which are to be paid for under this Contract; that the Project Manager shall determine, where applicable, questions in relation to said Work and the construction thereof; that Project Manager shall, where applicable decide questions which may arise relative to the execution of this Contract on the part of said Contractor; that the Project Manager's decisions and findings shall be the conditions precedent to the rights of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Project Manager render any decision or give any direction which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this Contract, either party may file with the Project Manager and with the other party, within thirty (30) days a written objection to the decision or direction so rendered and, by such action, may reserve the right to submit the question to determination in the future.

6.3 The Project Manager, unless otherwise directed or agreed to by the City in writing, will perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in this Contract. The Project Manager shall be the City's representative from the effective date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the City only to the extent provided in this Contract. The City and Project Manager may, from time to time, designate Inspectors to perform such functions.

6.4 The City and the Contractor shall communicate with each other in the first instance through the Project Manager.

6.5 The Project Manager shall be the initial interpreter of the requirements of the Project Manual and the judge of the performance by the Contractor. The Project Manager shall render written graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

6.6 The Project Manager will review the Contractor's Applications for Payment and will certify to the City for payment to the Contractor those amounts then due the Contractor as provided in this Contract. The Project Manager's recommendation of any payment requested in an Application for Payment will constitute a representation by Project Manager to City, based on Project Manager's on-site observations of the Work in progress as an experienced and qualified design professional and on Project Manager's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of the Project Manager's knowledge, information and belief, the quality of the Work is in accordance with the Project Manual (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Project Manual, to a final determination of quantities and classifications for Unit Price Work if such is called for herein, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment Project Manager will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities

specifically assigned to Project Manager in the Project Manual or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by the City or the City to withhold payment to Contractor.

6.7 The Project Manager may refuse to recommend the whole or any part of any payment if, in Project Manager's opinion, it would be incorrect to make such representations to City. Project Manager may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Project Manager's opinion to protect the City from loss because:

- The Work is defective, or completed Work has been damaged requiring correction or replacement,
- The Contract Price has been reduced by Written Amendment or Change Order,
- The City has been required to correct Defective Work or complete Work in accordance with the Project Manual.

6.8 The City may refuse to make payment of the full amount recommended by the Project Manager because claims have been made against City on account of Contractor's performance or furnishing of the Work or liens have been filed in connection with the Work or there are other items entitling City to a set-off against the amount recommended, but City must give Contractor written notice (with a copy to Project Manager) stating the reasons for such action.

6.9 The Project Manager will have the authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

6.10 The Project Manager will review, or take other appropriate action as necessary, concerning the Contractor's submittals, including Shop Drawings, Product Data and Samples. Such review, or other action, shall be for the sole purpose of determining general conformance with the design concept and information given through the Project Manual.

6.11 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

6.12 The Project Manager, upon written request from the Contractor shall conduct observations to determine the dates of Substantial Completion, Total Completion and the date of Final Acceptance. The Project Manager will receive and forward to the City for the City's review and records, written warranties and related documents from the Contractor required by this Contract and will issue a final Certificate for Payment to the City upon compliance with the requirements of this Contract.

6.13 The Project Manager's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

6.14 The Project Manager will **NOT** be responsible for Contractor's means, methods, techniques, sequences, or procedures or construction, or the safety precautions and programs incident thereto and will not be responsible for Contractor's failure to perform the Work in accordance with the Project Manual. The Project Manager will not be responsible for the acts or omissions of the Contractor or any Subcontractor or any of its or their agents or employees, or any other person at the site or otherwise performing any of the Work except as may otherwise be provided.

6.15 Any plan or method of work suggested by the Project Manager, or other representatives of the City, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Project Manager and the City will assume no responsibility therefore.

6.16 It is agreed by the Contractor that the City shall be and is hereby authorized to appoint or employ, either directly or through the Project Manager, such City representatives or observers as the City may deem proper, to observe the materials furnished and the work performed under the Project Manual, and to see that the said materials are furnished, and the said work performed, in accordance with the Project Manual therefore. The Contractor shall furnish all reasonable aid and assistance required by the Project Manager, or by the resident representatives for proper observation and examination of the Work and all parts thereof.

6.17 The Contractor shall comply with any interpretation of the Project Manual by the Project Manager, or any resident representative or observer so appointed, when the same are consistent with the obligations of the Project Manual. However, should the Contractor object to any interpretation given by any subordinate Project Manager, resident representative or observer, the Contractor may appeal in writing to the City Director of Public Works for a decision.

6.18 Resident representatives, observers, and other properly authorized representatives of the City or Project Manager shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees, shall be sufficient reason, if the City so decides, to annul the Contract.

6.19 Such observation shall not relieve the Contractor from any obligation to perform said Work strictly in accordance with the Project Manual.

7. WORK SCHEDULE:

7.1 The Work is comprised of one large project (sometimes referred to as "**Total Project Work**") and, in some cases, is partitioned into smaller subprojects referred to in this Agreement as "**Project Segments**." A Contract Time shall be stated in the Contract Documents for both the Total Project Work and, when applicable, the Project Segments.

7.2 At the time of execution of this Contract, the Contractor shall furnish the Project Manager with a schedule ("**Work Schedule**") setting forth in detail (in the critical path method) the sequences proposed to be followed, and giving the dates on which it is expected that Project Segments will be started and completed within the Contract Time. The Work Schedule is subject to approval by the City.

7.3 Monthly Work Schedule reports shall accompany the Contractor's pay request for Work completed. Where the Contractor is shown to be behind schedule, it shall provide an accompanying written summary, cause, and explanation of planned remedial action.

Payments or portions of payments may be withheld by the City upon failure to maintain scheduled progress of the Work as shown on the approved Work Schedule.

7.4 At a minimum the Contractor shall update and submit the Work Schedule for review weekly, unless otherwise agreed upon by the City.

7.5 The Contractor, within ten (10) calendar days after being instructed to do so in a written notice from the City, shall commence the Work to be done under this Contract.

7.6 If at any time, in the opinion of the Project Manager or City, proper progress is not being maintained; changes shall be proposed in the Work Schedule and resubmitted for consideration and approval.

7.7 If the Contractor has not completed Project Segments and is within a non-performance penalty period, it shall not be allowed to undertake a new Project Segment until the Project Segment in dispute is completed, unless expressly permitted by the City.

7.8 The operation of any tool, equipment, vehicle, instrument, or other noise-producing device is prohibited to start before or continue after the hours of 7 AM and 10 PM, Monday through Friday (except Fridays which shall be until Midnight) and 8 AM and midnight on Weekends (except Sunday which shall be 10 PM). Violation of this requirement is Prima Facia Violation of City Municipal Code 11-202.

7.9 No work shall be undertaken on Saturdays, Sundays and Holidays (Christmas, New Years, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving) without the express written approval of the City Project Manager. If it is necessary to perform proper care, maintenance, or protection of work already completed or of equipment used, or in the case of an emergency verbal permission may be obtained through the Project Manager.

7.10 Night work may be established by the Contractor, as a regular procedure, with the written permission of the City; such permission, however, may be revoked at any time by the City if the Contractor fails to maintain adequate equipment for the proper prosecution and control of all operations performed as part of the Work.

7.11 The Contractor shall provide 24 hours notice prior to commencing any work to the City Project Manager. The Contractor shall communicate immediately any changes in the Work Schedule to the Project Manager for approval by the City.

8. DELAYS AND EXTENSIONS OF TIME

8.1 In executing the Contract, the Contractor expressly covenants and agrees that, in undertaking the completion of the Work within the Contract Time, it has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing materials, workers, weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract.

8.2 Should the Contractor, however, be delayed in the prosecution and completion of the Work by reason of delayed shipment orders, or by any changes, additions, or omissions therein ordered in writing by the City, or by strikes or the abandonment of the Work by the persons engaged thereon through no fault of the Contractor, or by any act taken by the U.S. Government such as the commandeering of labor or materials, embargoes, etc., which would

affect the fabrication or delivery of materials and/or equipment to the Work; or by neglect, delay or default of any other contractor of the City, or delays caused by court proceedings; the Contractor shall have no claims for damages or additional compensation or costs for any such cause or delay; but it shall in such cases be entitled to such extension of the time specified for the completion of the Work as the City and the Project Manager shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the City and the Project Manager in writing within one (1) week from the time when any such alleged cause for delay shall occur.

9. ADVERSE WEATHER:

9.1 Extensions of time for Adverse Weather shall be granted only under the conditions as hereinafter provided.

9.2 For conditions of weather or conditions at the site, so unusual as not to be reasonably anticipated, as determined by the Project Manager, an average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

9.3 "**Adverse Weather**" is defined as atmospheric conditions or the impact thereof at a definite time and place, which are unfavorable to construction activities such that they prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday.

9.4 "**Unusually Severe Weather**" is defined as weather, which is more severe than the adverse weather anticipated for the season, location, or activity involved.

9.5 Time Extensions for Unusually Severe Weather: In order for any request for time extension due to Unusually Severe Weather to be valid, the Contractor must document all of the following conditions:

- The weather experienced at the Work site during the Contract period is more severe than the Adverse Weather anticipated for the Work location during any given month.
- The Unusually Severe Weather actually caused a delay to the completion of the Work.
- The delay must be beyond the control and without fault or negligence by the Contractor.

9.6 The following schedule of monthly-anticipated Adverse Weather delays will constitute the baseline for monthly weather time evaluations. The Contractor's Work Schedule must reflect these anticipated adverse weather delays in all weather affected activities:

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	8	7	6	7	7	5	5	5	4	5	9

9.7 Upon receipt of the Notice to Proceed, and continuing throughout the Contract, the Contractor shall record on its daily construction report, the occurrence of Adverse Weather and resultant impact to the Work Schedule.

9.8 The number of actual Adverse Weather delay days shall include days affected by actual Adverse Weather (even if Adverse Weather occurred in the previous month), and shall be

calculated chronologically from the first to the last day of each month, and be recorded as full workdays.

9.9 If the number of actual Adverse Weather delay days in a given month exceeds the number of days anticipated above, the difference shall be multiplied by 7/5 to convert any qualifying workday delays to calendar days. The resulting number of qualifying lost days shall be added to the Contract Time.

9.10 The determination that Unusually Severe Weather occurred does not automatically mean an extension of time will be granted. The Contractor must substantiate the Unusually Severe Weather delayed work activities on the critical path of the Work Schedule.

9.11 Full consideration for equivalent fair weather workdays shall be given. If the number of actual Adverse Weather delays in a given month is less than the number of days anticipated as indicated above, the difference shall be multiplied by 7/5 to convert any workday increases to calendar days. The resulting number of qualifying extra days will be accumulated and subtracted from any future month's days lost due to unusually severe weather.

9.12 The net cumulative total of extra days/lost days shall not result in a reduction of Contract Time and the date of Substantial Completion shall not be changed because of unusually favorable weather.

9.13 In converting workdays to calendar days, fractions 0.5 and greater shall be rounded up to the next whole number. Fractions less than 0.5 shall be dropped.

9.14 The Contractor shall summarize and report all actual Adverse Weather delay days for each month to the Project Manager by the tenth (10th) day of the following month. A narrative indicating the impact of Adverse Weather conditions on the Work Schedule shall be included.

9.15 Any claim for extension of time due to Unusually Severe Weather shall be submitted to the Project Manager within 7 days of the last day of the commencement of the event giving rise to the delay occurred. Resolution of any claim shall follow the procedures described above.

9.16 The Contractor shall include and indicate the monthly-anticipated Adverse Weather days, listed above, in the Work Schedule. (Reference Section 7.1 for Work Schedule requirements)

9.17 The Contractor shall indicate the approved Adverse Weather days (whether less or more than the anticipated days) in its Work Schedule updates.

10. LIQUIDATED DAMAGES

10.1 Contractor agrees that time is of the essence and any term pertaining to Contractor timely performing so as to achieve Total Completion within the Contract Time is a material provision of this Contract. Further, the parties acknowledge that City's damages in the event of delay are difficult to ascertain and consequently agree that, in the event and to the extent that actual date of Total Completion is delayed beyond the Contract Time for the Total Project Work or Project Segments attributable solely or concurrently to (i) an act or omission of Contractor or any of its subcontractors or suppliers, or (ii) in whole or in part, to any other event or condition within the Contractor's reasonable control (and not for reasons solely attributable to City), the Contractor shall be assessed a liquidated damage, and not as a penalty, in the amount set forth in the Special Conditions for each calendar day beyond the applicable Contract Time. Such amount shall be deducted from any amounts due Contractor under this Agreement.

10.2 Further, the Contractor agrees that, in the event Contractor does not carry out such Work at such rates of progress as required by the Work Schedule approved by the City, the City may, at its option and without Contractor receiving any additional compensation therefore, require Contractor to increase the number of qualified supervisory personnel and/or workers and the amount of equipment employed in the performance of the Work to such extent as City may deem necessary or desirable. In addition, City, at its option, may supplement Contractor's manpower by entering into contracts with other contractors to perform the Work. All costs that are incurred by City, in this regard, including reasonable attorney's fees, shall be deducted from any sums due Contractor or City may make demand on Contractor for reimbursement of such costs.

11. PAYMENT PROCEDURE

11.1 Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager, the City shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the Contract Documents.

11.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or on a mutually agreed date by City and Contractor.

11.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the City no later than the time of payment. The Contractor further warrants that upon submittal on the first day of each month of an Application for Payment, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

11.4 Each application for payment must be submitted with Contractor's waiver for period of construction covered by application. Each Application for Payment will be submitted with executed waivers from the subcontractors or sub-contractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the Work covered by the payment request.

11.5 The Contractor will submit waivers on forms, and executed in a manner, acceptable to City.

11.6 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor because of such Subcontractor's Work the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall be deemed payment to the Contractor but shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

11.7 The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the

City for payment to the Contractor, except that no amount less than $500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than $500.00.

11.8 Deductions will be made from progress payments if the Contract includes a provision for a lump sum or a percentage deduction. Lump sum deductions will be that portion of the stated lump sum computed as the ratio that the amount earned bears to the Contract Price. Percentage deductions will be computed at the stated percentage of the amount earned.

11.9 No progress payment, nor any use or occupancy of the Work by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

11.10 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- Defective Work not remedied by the Contractor;
- Claims of third parties against the City or the City's property;
- Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- Evidence that the Work will not be completed in the time required for substantial or final completion;
- Persistent failure to carry out the Work in accordance with the Contract;
- Damage to the City or a third party to whom the City is, or may be, liable;
- Evidence that the Work is not progressing according to agreed upon schedule by both parties.

11.11 In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this subparagraph, the Contractor shall promptly comply with such demand and refund such monies to the City.

11.12 Neither the observation by the City or any of the City's officials, employees, or agents, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Work by the City or Project Manager, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

12. COMPLETION AND FINAL PAYMENT

12.1 Upon Total Completion, when the Contractor is ready for a final inspection of the Total Project Work, it shall notify the City and the Project Manager thereof in writing. Thereupon, the Project Manager will make final inspection of the Work and, if the Work is complete in accordance with this Contract, the Project Manager will promptly issue a final Certificate for Payment certifying to the City that the Work is complete and the Contractor is entitled to the

remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Project Manager is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s), which cost may be deducted by the City from the Contractor's full payment.

12.2 The Contractor shall not be entitled to any payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors and Suppliers of the Contractor and of any and all other parties required by the City; and consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

12.3 The City shall make final payment of all sums due the Contractor within thirty days of the Project Manager's execution of a final Certificate for Payment.

12.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final inspection.

13. CLAIMS BY THE CONTRACTOR

13.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claim must be furnished within seven calendar days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

13.2 The Contractor shall diligently proceed with performance of this Contract whether or not there be such a claim pending and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim shall be reflected by a Change Order executed by the City, the Project Manager and the Contractor.

13.3 Should concealed and unknown conditions which could not, with reasonable diligence, have been discovered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure differ materially with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided by this Contract, be encountered, the Contract Price shall be equitably adjusted by the Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

13.4 If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give

such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

13.5 The City reserves the right to increase or decrease quantities, and alter the details of construction including grade and alignment as the Project Manager may consider necessary or desirable, by approved Change Order. Such modifications shall not invalidate the Contract nor release the surety. Unless such alterations and increases or decreases change the total cost of the Work, based on the originally estimated quantities and the unit prices bid, by more than 25 percent, or change the total cost of any major item, based on the originally estimated quantities and the unit price bid, by more than 25 percent, the Contractor shall perform the work altered, increased or decreased, at a negotiated price or prices. (A major item shall mean any bid item, the total cost of which exceeds 12-1/2 percent of the total Contract Price based on the proposed quantity and the contract unit price).

13.6 When the alterations cause an increase or decrease in excess of the 25 percent indicated above, either the Contractor or the Project Manager may request an adjustment of the unit price to be paid for the item or items.

13.7 If a mutually agreeable adjustment cannot be obtained, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the Work.

13.8 In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall not include standby costs, indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties.

13.9 If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control including delays resulting from the COVID-19 pandemic or any similar event, then the date for achieving Final Acceptance of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven calendar days after the occurrence of the event or the first appearance of the condition-giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Work. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this subparagraph, any claim for an extension of time shall be waived.

13.10 The Contractor shall delay or suspend the progress of the work or any part thereof, whenever so required by written order of the City, and for such periods of time as required; provided, that in the event of such delay or delays or of such suspension or suspensions of the progress of the work, or any part thereof, the time for completion of work so suspended or of work so delayed by such suspension or suspensions shall be extended for a period equivalent to the time lost by reason of such suspension or suspensions; but such order of the City or Project Manager shall not otherwise modify or invalidate in any way, any of the provisions of this Contract. In the event that the work shall be stopped by written order of the City, any expense,

which, in the sole opinion and judgment of the City, is caused by the City, shall be paid by the City to the Contractor.

13.11 In executing the Contract Documents, the Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time herein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workers, normal weather conditions, the COVID-19 pandemic or any similar event, or otherwise provided, however, such hindrances and delays could be anticipated by Contractor at the time of execution. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, or any portion thereof, included in this Contract, except as provided herein.

13.12 Notwithstanding the foregoing or anything in the Contract to the contrary, Contractor acknowledges and agrees that the work, and the performance thereof, may be subject to current and future governmental orders or directives regarding safety protocols related COVID-19 or similar event, and Contractor agrees that all Work shall be performed in accordance with the same, including but not limited to directives regarding social distancing, hygiene and other efforts to slow the spread of COVID-19 or similar event. Failure of Contractor to comply with such order or directive shall be deemed an event of default under this Contract, and City shall not be responsible for any increase in the Contract Sum or the Contract Time related to City's enforcement of such orders or directives, or Contractor's failure to comply with such orders or directives. If Work on the Critical Path is delayed due to COVID-19 or similar event reasons outside the control of the contractor, an equitable adjustment in the Contract Sum and/or the Contract Time shall be made to the Contract as the City may reasonably decide.

13.13 In addition to the Project Manual particular to Mobilization found elsewhere in this document, additional mobilization shall not be compensable for work outside of the designated areas for work deemed essential by the City. A quantity of work equal to as much as 10% of the total Contract may be required to be performed beyond the boundaries of the designated work areas.

14. CHANGES IN THE WORK

14.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

14.2 The Project Manager shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and consistent with the intent of the Contract. Such changes shall be effected by verbal direction and then recorded on a Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

14.3 Any change in the Contract Price resulting from a Change Order shall be by mutual agreement between the City and the Contractor as evidenced by the change in the Contract Price being set forth in the Change Order, and, together with any conditions or requirements related thereto, being initialed by both parties.

14.4 If no mutual agreement occurs between the City and the Contractor relative to a change in the Work, the Contractor shall proceed with the Work that is the subject of the Change Order,

and the change in the Contract Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content to the City, as the Project Manager requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies or equipment, including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any standby time or any expenditure or savings associated with the Contractor's home office or other non-job site overhead expense be included in any change in the Contract Price. Further, in no event shall the Contractor's overhead expense exceed ten (10%) percent of the reasonable expenditures. Pending final determination of reasonable expenditures or savings to the City, payments on account shall be made to the Contractor on the Project Manager's Certificate for Payment.

14.5 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that the application of such unit prices to the quantities of Work proposed would cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

14.6 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim including impact against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

15. INSURANCE AND BONDS.

15.1 The Contractor shall secure and maintain, throughout the duration of the agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms acceptable to the City. The City shall be notified by receipt of written notice from the insurer or the Contractor at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

15.2 The Contractor, upon receipt of notice of any claim in connection with this Agreement, shall promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall monitor and promptly notify the City of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the Contract Documents) if the Contractor’s limits of protection shall have been impaired or reduced to such extent that the limits fall below the minimum amounts required herein. The Contractor shall promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

15.3 Minimum Requirements Commercial General Liability Policy Limits –

General Aggregate:	$2,000,000
Products / Completed Operations Aggregate:	$2,000,000
Personal & Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000

Policy MUST include the following conditions:

A. Pollution Liability (Applicable only to contracts involving pollutants such as asbestos & lead abatement, sludge or other waste abatement, etc.)

B. NAME CITY OF PRAIRIE VILLAGE AS “ADDITIONAL INSURED”

15.4 Automobile Liability Policy shall protect the Contractor against claims for bodily injury and/or property damage arising from the ownership or use of any owned, hired and/or non-owned vehicle.

Limits (Same as Commercial General Liability) –
Combined Single Limits, Bodily Injury and Property Damage - Each Accident:

Policy MUST include the following condition:
NAME CITY OF PRAIRIE VILLAGE AS “ADDITIONAL INSURED”

15.5 Umbrella Liability. The Umbrella / Excess Liability must be at least as broad as the underlying general liability and automobile liability policies.

Limits –

Each Occurrence	$1,000,000
General Aggregate	$1,000,000

15.6 Workers' Compensation. This insurance shall protect the Contractor against all claims under applicable state workers' compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

15.7 The City will only accept coverage from an insurance carrier who offers proof that it:

Is authorized to do business in the State of Kansas;

Carries a Best's policy holder rating of A- or better; and

Carries at least a Class VIII financial rating, **or**

Is a company mutually agreed upon by the City and Contractor.

15.8 Subcontractor's Insurance. If a part of the Agreement is to be sublet, the Contractor shall either:

A. Cover all subcontractor's in its insurance policies, or

B. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.

Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, arising out of the acts or omissions of its Subcontractors.

15.9 Prior to commencing any work, Contractor shall provide City with certificates evidencing that (1) all Contractor's insurance obligations required by the contract documents are in full force and in effect and will remain in effect until Contractor has completed all of the work and has received final payment from City and (2) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to City. Contractor's property insurance shall not lapse or be canceled if City occupies a portion of the work. Contractor shall provide City with the necessary endorsements from the insurance company prior to occupying a portion of the work.

15.10 Waiver of Subrogation. All insurance coverage required herein shall contain a waiver of subrogation in favor of the City. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City is non-contributing as respects the work of Contractor.

15.11 Additional Insurance. Excess Liability coverage or additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Special Conditions.

15.12 Bonds and Other Performance Security. Contractor shall provide a Performance Bond, Maintenance Bond and a Statutory Bond in the amount of one hundred percent (100%) of the Contract Price to cover the entire scope of Work and any other specific performance security that may be indicated in this Contract. With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bonds.

16. INDEMNITY

16.1 For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meaning set forth below:

"**The Contractor**" means and includes Contractor, all of his/her affiliates and subsidiaries, his/her Subcontractors and material men and their respective servants, agents and employees; and "**Loss**" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

16.2 For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, the Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor, his/her employees, agents, Subcontractors and suppliers.

16.3 It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature.

16.4 Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss when the negligence or other actionable fault the City is the sole cause of Loss.

16.5 With respect to the City's rights as set forth herein, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purpose of this section.

17. SUCCESSORS AND ASSIGNS

17.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract.

17.2 The Contractor shall not assign or sublet the work, or any part thereof, without the previous written consent of the City, nor shall it assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like written consent of the City. In case the Contractor assigns all, or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the affect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to all prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

17.3 Should any Subcontractor fail to perform in a satisfactory manner, the work undertaken, its subcontract shall be immediately terminated by the Contractor upon notice from the City. Performing in an unsatisfactory manner is defined as consistently having more than 10% of work unacceptable. The Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay or to see to the payment of any sums due any Subcontractor.

17.4 The Contractor shall not award subcontracts which total more than forty-five (45%) of the Contract Price and shall perform within its own organization work amounting to not less than fifty-five percent (55%) of the total Contract Price. Approval by the City of any Subcontractor shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in compliance with the requirements of the Contract Documents. The Contractor shall not make any substitution for any Subcontractor accepted by the City unless the City so agrees in writing.

17.5 The Contractor shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without previous written consent from the City. In case such consent is given, the Contractor, shall be permitted to subcontract a portion thereof, but shall perform with his/her own organization work amounting to not less than fifty five (55%) of the total Contract Price. No subcontracts, or other transfer of Contract, shall release the Contractor of its liability under the Contract and bonds applicable thereto.

17.6 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any Subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.

17.7 Prior to the City's approval of the Contract bid, the successful bidder shall submit to the City for acceptance, a list of names of all Subcontractors proposed for portions of the work and shall designate which work each is to perform.

17.8 The City shall, prior to the City's approval of the Contract bid, notify the successful bidder, in writing, if the City, after due investigation, has reasonable objection to any Subcontractor on such list, and the Contractor shall substitute a Subcontractor acceptable to the City at no additional cost to the City or shall be allowed to withdraw his/her Bid, and the City shall either re-bid the Work or accept the next best lowest and responsible bidder. The failure of the City to make objection to a Subcontractor shall constitute an acceptance of such Subcontractor but shall not constitute a waiver of any right of the City to reject Defective Work, material or equipment not in conformance with the requirements of the Project Manual.

18. NON-DISCRIMINATION LAWS

18.1 The Contractor agrees that:

A. The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;

B. In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);

C. The Contractor further agrees that it shall abide by the Prairie Village Non Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of sexual orientation or gender identity. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part. The parties do not intend this provision to subject any party to liability under local, state or federal laws unless it applies.

D. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it

may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

E. If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

F. The Contractor shall include the provisions of Subsections A through D in every subcontract or purchase order so that such provisions will be binding upon such Subcontractor or vendor.

G. The provisions of this Section shall not apply to a contract entered into by a Contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) Whose contracts with the City cumulatively total $5,000 or less during the fiscal year of the City.

18.2 The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.

19. FEDERAL LOBBYING ACTIVITIES

[THIS PROVISION ONLY APPLIES IF THE CITY IS RECEIVING FEDERAL FUNDS]

19.1 31 USCS Section 1352 requires all subgrantees, Contractors, Subcontractors, and consultants/Architects who receive federal funds via the City to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.

19.2 In addition, contract applicants, recipients, and subrecipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the contract period.

19.3 Necessary forms are available from the City and must be returned to the City with other Contract Documents. It is the responsibility of the general contractor to obtain executed forms from any Subcontractors who fall within the provisions of the Code and to provide the City with the same.

20. RELATIONS WITH OTHER CONTRACTORS:

20.1 The Contractor shall cooperate with all other contractors who may be performing work on behalf of the City, and workers who may be employed by the City, or any other entity on any work in the vicinity of the Work to be done under this Contract, and the Contractor shall so conduct his/her operations as to interfere to the least possible extent with the work of such contractors or workers. The Contractor shall be responsible for any injury or damage, that may be sustained by other contractors, workers, their work or employees of the City, because of any fault or negligence on the Contractor's part, and shall, at his/her own expense, repair or pay for such injury or damage. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor or Contractors, the Contractor shall have no claim against the City on that account other than for an extension of time.

20.2 When two or more Contracts are being executed at one time in such manner that work on one Contract may interfere with that on another, the City shall decide which Contractor shall progress at which time.

20.3 Other projects the Contractor may have to coordinate shall be listed in the Special Conditions.

20.4 When the territory of one Contract is the necessary or convenient means of access for the transportation or movement of workers, materials, or appliances required for the execution of another Contract, such privileges of access or any other responsible privilege may be granted by the City to the Contractor so desiring, to the extent such may be reasonably necessary.

20.5 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Work. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

21. RIGHT OF CITY TO TERMINATE

21.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, or supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if this Contract is assigned by Contractor without authorization or if Contractor is adjudged as bankrupt, or if a general assignment of assets be made for the benefit of creditors; or if a receiver is appointed, or otherwise is guilty of a substantial violation of a provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor and its surety shall be liable to the City for all excess cost sustained by the City because of such prosecution and completion including any additional legal, Project Manager or bid-letting costs therefore. In such case, the Contractor shall not be entitled to receive further payment. In the event the Contractor is found in a court of law to have been wrongfully terminated for cause, then such termination shall be deemed a termination for convenience and the Contractor shall be compensated as provided herein. Any termination of the Agreement for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

21.2 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs other than direct costs of demobilization.

22. MISCELLANEOUS:

22.1 The Contractor warrants to the City that all labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with the Project Manual. All Work not conforming to these requirements may be considered defective.

22.2 The Contractor shall obtain and pay for all permits, fees and licenses necessary or ordinary for the Work. The Contractor shall comply with all lawful requirements, including federal and state laws, City and County laws and ordinances and building codes, applicable to the Work and shall give and maintain copies of all notices required by applicable law pertaining to the Work.

22.3 Provision for Emergencies. Whenever, in the opinion of the City, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the City, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the City, with or without notice to the Contractor, shall provide suitable protection to the said interests by causing such Work to be done and materials to be furnished at places as the City may consider necessary and adequate. The cost and expense of such Work and material so furnished shall be borne by the Contractor and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency Work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

22.4 Both the business address of the Contractor given in the Bid or proposal upon which this Contract is founded, and the Contractor's Office near the Work, is hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mailbox regularly maintained by the Post Office, of any notice, letter or other communication so addressed to the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor, presented, and delivered to the Project Manager and to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

22.5 It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work shall be included in the Contract Price and the Contractor shall satisfy all demands that may be made at any time for such, and the Contractor shall at its cost and expense, defend any and all suits or proceedings that may be instituted at any time against the City for infringement or alleged infringement of any such patents involved in the work, and Contractor shall pay any award of damages.

22.6 The right of general administration of the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms, and corporations, arising from the Contractor's execution of the Work, shall not be lessened because of such general administration, but as to all such persons, firms, and corporations, and the damages,

if any, to them or their property. The Contractor herein is an independent Contractor in respect to the work.

22.7 For a period of time, from the inception of the Contract to three (3) years from the date of final payment under the Contract, the Contractor and subcontractors shall maintain books, accounts, ledgers, invoices, drafts, pages and other records pertaining to the performance of this Contract. At all reasonable times during this period these records shall be available within the State of Kansas at a field or permanent business office for inspection by authorized representatives of the City or of any other agency, which has contributed funds in connection with the Contract or to which the City is obligated to make such inspections available. In addition, this requirement shall be included in all subcontracts entered into in connection with this Contract.

22.8 Titles, subheadings used herein, and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.

22.9 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

22.10 Should any provision of this Agreement or other Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement and/or the other Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

22.11 Without in any manner limiting Contractor's responsibilities as provided elsewhere in the Contract Documents, the Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, for both above ground and underground facilities, along, beneath, above, across or near the site or sites of the Work being performed under this Agreement, or which are in any manner affected by the prosecution of the Work or the transportation of men/women or materials in connection therewith. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Work from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

22.12 The Contractor shall keep fully informed of all existing and current regulations of the City, county, state, and federal laws, which in any way limit or control the actions or operations of those engaged upon the work, or affecting materials supplied, to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the City and the City's officers and agents against any claims or liability arising from or based on any violation of the same.

22.13 Nothing contained in the Contract Documents shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

22.14 Duties and obligations imposed by the Contract Documents, rights, and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

22.15 No action or failure to act by the City, Project Manager or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act

constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

22.16 Contractor specifically acknowledges and confirms that: (i) it has visited the site, made all inspections it deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by it as specified herein and in other Contract Documents and knowingly accepts the same; (ii) it has furnished copies of all Contract Documents to its insurance carrier(s) and its surety(ies); and (iii) its insurance carrier(s) and surety(ies) agree to be bound as specified herein, in the Contract Documents and in the insurance policy(ies) and bonds as to liability and surety coverage.

22.17 It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

22.18 This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE	VANCE BROTHERS , LLC (typed company name)
By: _____ (signed)	By: _____ (signed)
Eric Mikkelson (typed name)	_____ (typed name)
Mayor (typed title)	_____ (typed title)
City of Prairie Village (typed company name)	VANCE BROTHERS, LLC (typed company name)
7700 Mission Road (typed address)	5201 BRIGHTON AVENUE (typed address)
Prairie Village, Kansas 66208 (typed city, state, zip)	KANSAS CITY, MO 64130 (typed city, state, zip)
_____ (typed telephone number)	816-923-4325 (typed telephone number)
_____ (date of execution)	_____ (date of execution)

SEAL

ATTEST:	APPROVED BY:
_____ City Clerk, Adam Geffert	_____ City Attorney, Alex Aggen

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

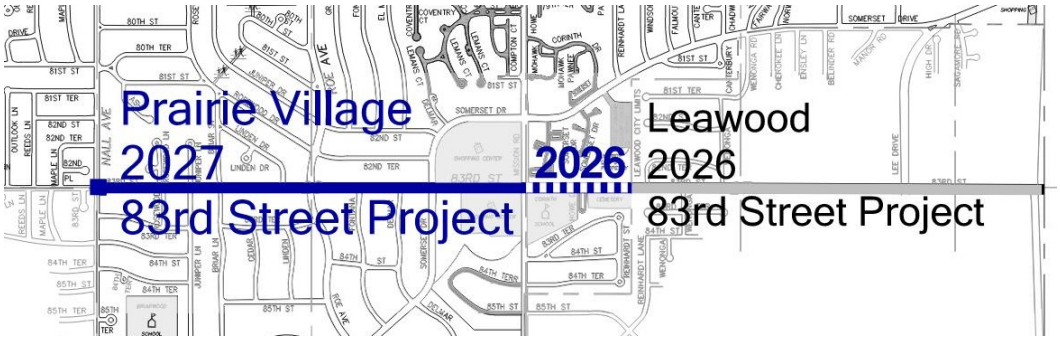
New Business: Consider Approval to Add 83rd Street Improvements to the 2026 Residential Street Program - Melissa Prenger

Recommendation
Move to authorize the Mayor to sign the construction change order with Superior Bowen for the 2026 Residential Street Rehabilitation Program (PAVP2026) in the amount of $399,605.70.

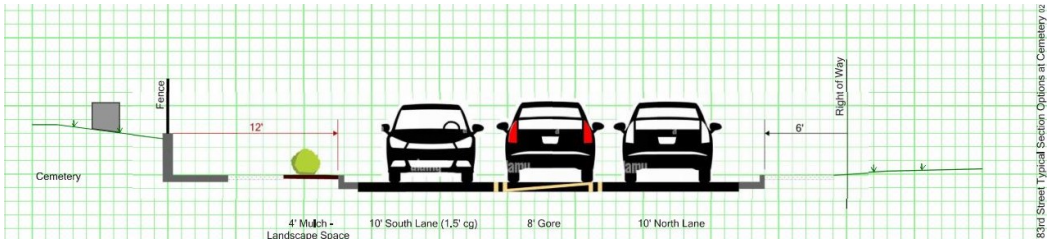
Background
The improvements on 83rd Street were programmed in the CIP for 2027 construction. The project limits were originally defined from the east city limits to Nall Avenue with special emphasis on the Corinth Shops corridor and the signal at Nall. These improvements are adjacent to a 2026 City of Leawood project on 83rd Street that starts at State Line and ends at the Prairie Village east city limit as shown below.



The Leawood project requires a full road closure as it is a complete reconstruction of the roadway from State Line to our common city limit. The segment from the east city limit to Mission Road can easily be brought into the 2026 construction season as part of the Residential Street Program to better coordinate with the City of Leawood's construction on 83rd Street. Simultaneous construction in this segment allows for better construction of the roadway transition and coordinated improvements to address pedestrian concerns. In addition, road construction can be combined into one construction season, as opposed to bridging two construction seasons with road closures in the immediate area. The goal of both cities is to complete the roadway improvements before school starts in the fall. The remainder of the 83rd Street project, from Mission to Nall will remain in the 2027 program and is included in our CARS request.



The improvements on 83rd Street in 2026 mostly consist of the standard sidewalk/curb/gutter repair or replacement with a mill and overlay of the pavement. In addition, there will be a modification on the south side curb to create a four-foot landscaped space between the existing eight-foot sidewalk and vehicles as shown below:



Fiscal Note

Funds will be moved from Streets Unallocated to PAVP2026 in the amount of $399.605.70 to fund this additional street project.

Attachments

1. 83rd Street add to PAVP2026

Prepared By

Melissa Prenger, City Engineer
March 30, 2026

CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT

CONSTRUCTION CHANGE ORDER PROJECT PAVP2026

City's Project: PAVP2026

Date Requested: APRIL 6, 2026

Contract Date: FEB 17, 2026

Contractor's Name: Superior Bowen

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	$0.00		83RD STREET, FROM EAST CITY LIMITS TO MISSION	1	$399,605.70	$399,605.70

TOTAL $0.00

TOTAL $399,605.70

EXPLANATION OF CHANGE - This change order is to cover the following items:

THIS SEGMENT OF 83RD STREET IS BEING MOVED TO THE 2026 CONSTRUCTION PROGRAM IN ORDER TO COORDINATE WITH THE CITY OF LEAWOOD'S PROJECT. THIS PROJECT WILL MOVE THE CURB LINE IN 4' ON THE SOUTH SIDE AND PROVIDE A LANDSCAPED BARRIER BETWEEN THE PEDESTRIANS AND THE VEHICLES. THE PROJECT WILL ALSO REMOVE/REPLACE THE NORTH CURB/ GUTTER AND SIDEWALK, AND MILL/OVERLAY THE ROADWAY.

MONIES FROM STREETS UNALLOCATED WILL BE MOVED INTO PAVP2026 TO FUND THIS CHANGE ORDER.

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Days
Original Contract	$3,125,000.00	
This Change Order	$399,605.70	
NEW TOTAL	$3,524,605.70	

Neil Shacklett
Superior Bowen

3/27/2026
Date

Keith Bredehoeft, Public Works Director
City of Prairie Village, KS

Date

Eric Mikkelson, Mayor
City of Prairie Village, KS

Date

New Business: Consider Amendment No. 1 with McCown Gordon Construction, LLC for the Guaranteed Maximum Price for the Construction of the Municipal Complex Improvements (BG510003) - Keith Bredehoeft

Recommendation
Move to approve Amendment No. 1 with McCown Gordon Construction, LLC for the final Guaranteed Maximum Price (GMP) for construction of the Municipal Complex Improvements (BG510003) in the amount of $20,442,340.00.

Background
At the March 4, 2024 Council Meeting the Governing Body approved the Construction Manager at Risk (CMR) contract with McCown Gordon. The first phase of Preconstruction Services was set at $45,000 and has allowed McCown Gordon to serve as a consultant during the design phase of the project. They have been assisting our architect, Clark & Enersen and City staff with the development of the design and cost estimating of the new building.



During the bidding process, the prime contractor identified 32 separate scopes of work, 32 subcontracts, 387 invitations were sent out, 138 bid packages were received, averaging 4.3 bids per trade. After the initial review of the bids received, the overall cost was higher than planned. We delayed the project for 1 month while we reviewed bids. During that process, several items were value engineered to bring the project back within the planned budget. A few of the larger price modifications were changing from two natural gas backup generators to a diesel backup generator (same as Public Works), changing the type of electrical conduit, modifying the building management system, and changing screen wall materials. These changes alone reduce the overall cost by more than $500,000.00. Several other smaller changes were made, none of which changed the overall function or look of the project. The final GMP amount does include a

3% contingency amount that we will utilize if necessary. Our overall budget will remain at the 30-million-dollar cap established for the project.

Project construction will start immediately with completion in early 2028.

Cost Summary - Construction costs are as bid

CONSTRUCTION		
PD Renovation	$	2,568,079.00
PD Site Work	$	384,265.00
Court Renovation	$	2,458,565.00
City Hall	$	12,184,570.00
City Hall Site Work	$	2,846.501.00
Construction Total	$	20,442,340.00
OTHER PROJECT COSTS		
Land Purchase - Completed	$	4,500,000.00
Design - Substantially Complete	$	2,769,000.00
Inspections (Special & Asbestos)	$	295,000.00
FF&E Costs - Furniture, Fixtures & Equipment (Including IT/AV)		
PD FF&E	$	382,000.00
Court FF&E	$	252,000.00
City Hall FF&E	$	872,000.00
Owner Contingency	$	487,660.00
Other Project Costs Total	$	9,557,660.00
PROJECT TOTAL	**$**	**30,000,000.00**

Fiscal Note

Funding for the project is contained within Project BG510003.

Bond Financing for this project was approved by the City Council at the December 1, 2025, meeting and funds are currently available.

Attachments

1. Complete with Docusign Prairie Village Municipal Complex GMP Amendment No

Prepared By

Suzanne Lownes, Assistant to the Public Works Director
March 27, 2026

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

GUARANTEED MAXIMUM PRICE AMENDMENT TO THE AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

This **AMENDMENT No. 1**, effective **6th day of April, 2026,** modifies and amends the Standard Form of Agreement Between Owner and Construction Manager, dated **4th day of March, 2024** ("Agreement"),

BETWEEN the Owner:

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

and the Construction Manager:

McCownGordon Construction, LLC
850 Main Street
Kansas City, MO 64105

The Project:

Municipal Complex Improvements
Prairie Village, KS 66208

The Architect:

The Clark Enersen Partners
2020 Baltimore Ave., Suite 300
Kansas City, MO 64108

The Owner and Construction Manager agree as set forth below:

Whereas, the Owner and Construction Manager previously agreed to amend the Agreement to establish the Guaranteed Maximum Price (GMP) for the Project; and

Whereas, the Owner and Construction Manager now desire to so amend the Agreement, NOW, THEREFORE,

the parties agree to the Agreement as set forth below:

1. **DESCRIPTION AND SCOPE OF WORK:** Construction Manager agrees to fully perform and execute the Work described in the Contract Documents, including without limitation, the work described in the drawings, specifications, and other documents referenced in this Amendment.

2. **NOTICE TO PROCEED.** The date for the Notice to Proceed and the commencement of construction is the date of this Amendment and receipt of all applicable permits.

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

3. **DATE OF SUBSTANTIAL COMPLETION**: The Construction Manager shall achieve Substantial Completion of the Work on or before the date set forth in the Project Schedule attached to this Amendment as Exhibit C.

4. **GUARANTEED MAXIMUM PRICE**: In accordance with Article 6 of the Agreement, Owner and Construction Manager hereby establish the Guaranteed Maximum Price for the performance of the Work of this Amendment, subject to additions and deductions for changes as may be agreed upon in writing or as provided for by the Agreement, in the following amount:

   Twenty Million Four Hundred Forty-Two Thousand Three Hundred Forty Dollars ($20,442,340)

   This Guaranteed Maximum Price is for the performance of the Work in accordance with the Contract Documents and other documents listed and attached to this Amendment as Exhibit B.

5. **HOURLY RATES**: Labor costs of Construction Manager's personnel when performing Work for the Project shall be reimbursed at the rates set forth in Exhibit D attached to this Agreement. Rental rates for Construction Manager-owned equipment shall be in accordance with the rates as set forth Exhibit D attached to this Amendment.

List of Exhibits
Exhibit A: GMP Proposal and Clarifications
Exhibit B: Contract Documents Log
Exhibit C: Project Schedule
Exhibit D: Hourly Rates

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER:	**CONSTRUCTION MANAGER:**
City of Prairie Village, Kansas	**McCown Gordon Construction LLC**
BY: _____	BY: Signed by: Luke Deets 4D2A476B406E4B6...
TITLE: _____	TITLE: Senior Vice President, Regional Leader
DATE: _____	DATE: 4/1/2026 | 1:57 PM PDT

DS DS

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

Exhibit A - GMP Proposal and Clarifications

PRAIRIE VILLAGE CITY HALL, PD, AND MUNICIPAL COURTS - GMP

EXECUTIVE SUMMARY

This GMP (Guaranteed Maximum Price) proposal is for the City of Prairie Village New City Hall and renovations to the Police Department and Municipal Courts. This GMP Amendment is based on the following documents, clarifications, and exclusions.

GMP COST SUMMARY

The total Guaranteed Maximum Price is **$20,442,340,** this includes accepted cost options and bid alternates. Please reference the attached estimate summary and option list for additional cost information.

This GMP is based upon the attached construction schedule, anticipating a mobilization date on or around May 15, 2026.

ALLOWANCES

The following allowances are included within our GMP, which will be tracked and managed as the project progresses.

1) Evergy pole relocation and extending conduits/cabling	$25,000
2) Hazardous material testing and removal of elevator hydraulic fluid in the church building	$2,500
3) Rock excavation at City Hall east retaining wall	$10,000

DOCUMENTATION

This GMP is based on the following documents:

Description	Author	Reference Date
1. New City Hall 100% CD Drawings	Clark & Enersen	01/05/2026
2. New City Hall 100% Specifications	Clark & Enersen	01/05/2026
3. PD and Municipal Court 100% CD Drawings	Clark & Enersen	01/05/2026
4. PD and Municipal Court 100% Specifications	Clark & Enersen	01/05/2026
5. Addendum No. 01	Clark & Enersen	01/14/2026
6. Addendum No. 02	Clark & Enersen	01/22/2026
7. Addendum No. 03	Clark & Enersen	01/30/2026
8. Updated Light Fixture Approved Equals	Clark & Enerson	02/26/2026
9. Cost Option List	McCownGordon	03/12/2026

CONFIDENTIAL WORK PRODUCT - Copyright 2026 | McCownGordon Construction, LLC, All Rights Reserved

McCOWNGORDON CONSTRUCTION

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

GENERAL CLARIFICATIONS

1. Construction contingency is included for sole use by the Construction Manager, coordinated with the owner, to complete the GMP and may be used for such items as scope gaps, overtime, and acceleration, etc. as required to complete the project and meet obligations of the schedule and design documents.
2. Pricing is based on acceptance of the attached cost option list and incorporation into updated documents to verify pricing.
3. Pricing in its entirety is valid for twenty (20) calendar days from the date of this GMP proposal.

DOCUMENT CLARIFICATIONS

1. The geotechnical report did not provide borings at the City Hall east retaining wall to determine quantity of rock excavation. An allowance of $10,000 is included to cover any rock encountered.
2. Police department carport (Cost Option 8B) provides similar canopy design, but a pre-manufactured canopy by Premier Carports. The revised design will require one additional column and footing.
3. City Hall perforated metal panels include 1/8" aluminum perforated screen panels, powder coated, and AMICO Panel Flow Attachment System.
4. Moisture testing is not required by the carpet manufacturer and is not included.
5. Fire protection at the Police Department carport is not required or included.
6. Electrical drawings reference work for relocation of existing pole and extending conduits and conductors serving the fire station. Design coordination and final location of the Evergy pole and verifying existing conduits/cabling must be determined for final pricing. An allowance of $25,000 is included for this work.
7. Scoping or cleaning out existing sanitary drains is not included.
8. Cleaning of existing ductwork to remain is not included.
9. Baseboard heater (Cost Option 40 & 41) is based on Runtal EB3-120D Electric Baseboard.
10. Controls changes (Cost Option 44A) are based on the narrative from James Mahoney, Mechanical Engineer at Clark & Enerson and are summarized as follows:
    a. Switch the regular unit heater in the small east vestibule with a IDU on the VRF system to allow full controls on that unit.
    b. The trench heaters / electric baseboards will be controlled by the Daikin system as an auxiliary input to the IDU thermostat.
    c. The domestic circulation pump has its own controller and will set to run constant. It will not be monitored remotely, the operation will have to be checked manually if hot water isn't working.
    d. VAV's are removed and the DOAS is constant volume. This is allowed per energy code and the design team still plans to achieve LEED Gold.
    e. All meters to have Bacnet over IP capability (aka a "bacnet card"). The meter usage will still be trended.
    f. The generator has a Bacnet card to monitor and provide alarms.
    g. Fire smoke dampers are removed from the BMS. The fire dampers have a remote indicator package to show the blade position remotely and the unit will shut off when the damper is active.

 CONFIDENTIAL WORK PRODUCT - Copyright 2026 | McCownGordon Construction, LLC, All Rights Reserved

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

11. The alternative automatic transfer switch (Cost Option 51) is based on Cummings model OTEC.
12. The diesel generator (Cost Option 50B) is based on a Cumming diesel generator with an 850 gallon undermount fuel tank.
13. Light fixture package includes approved equal selections provide by Clark & Enersen on 02/26/2026 which include Premier Light & Controls, Convergence, and C&O Sales.
14. Solar panel design based on 76.2kW rooftop solar. Initial design plans to be completed to level required to file permits and interconnection applications. Final 100% issued-for construction design will incorporate all final comments from the utility and AHJ. Structural engineer of record to review and give final sign off on system design weights from racking manufacturer.
15. Big block retaining walls at the south side of the City Hall are included as Redi Rock wall in standard gray color. Wall has a rough texture finish, smooth face walls are not available.

EXCLUSIONS

1. Post bid Addendum 4 dated 3/16/2026 is not included and will be reviewed with final document set incorporating cost options.
2. Applicable sales and use taxes.
3. Permit fees.
4. Tap fees or wastewater fees
5. Hazardous material testing and removal.
6. Soft costs and development fees
7. Cleaning of occupied spaces not in renovation.
8. Removal/Storage/Reinstall of any existing furniture, art, signage, unless identified in 100% Construction Documents.
9. All costs for testing and special inspections as required by code are specifically excluded (i.e. soils, concrete, masonry, steel welds, etc.).
10. Commissioning by others.

 CONFIDENTIAL WORK PRODUCT - Copyright 2026 | McCownGordon Construction, LLC, All Rights Reserved

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Exhibit B - Contract Document Log

Printed on Mon Mar 23, 2026 at 11:49 am CDT

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

001 Construction Documents - City Hall - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G0.00	Title Sheet & Drawing Index	5	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
G0.01	General Notes, Symbols & Abbreviations	3	01/05/2026		100% CD Set (01/05/26)
G0.10	Code Compliance Plan	3	01/05/2026		100% CD Set (01/05/26)
G0.20	ADA Details	3	01/05/2026		100% CD Set (01/05/26)
G0.21	ADA Details	3	01/05/2026		100% CD Set (01/05/26)
G0.30	Exterior Renderings	3	01/05/2026		100% CD Set (01/05/26)
G0.31	Interior Renderings	3	01/05/2026		100% CD Set (01/05/26)
G0.32	Interior Renderings	3	01/05/2026		100% CD Set (01/05/26)
Civil					
C0.01	EXISTING CONDITIONS	3	01/05/2026		100% CD Set (01/05/26)
C0.02	General Notes	3	01/05/2026		100% CD Set (01/05/26)
C0.03	DEMOLITION PLAN	1	01/05/2026		100% CD Set (01/05/26)
C1.01	SITE PLAN	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
C2.01	GRADING PLAN	3	01/05/2026		100% CD Set (01/05/26)
C3.01	RETAINING WALL PLAN AND PROFILES	3	01/05/2026		100% CD Set (01/05/26)
C4.01	UTILITY PLAN	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
C5.01	STORM SEWER PLAN AND PROFILES	3	01/05/2026		100% CD Set (01/05/26)
C5.02	STORM SEWER PLAN AND PROFILES	3	01/05/2026		100% CD Set (01/05/26)
C5.03	STORMWATER DETENTION PLAN AND DETAILS	3	01/05/2026		100% CD Set (01/05/26)
C6.01	EROSION AND SEDIMENT CONTROL PLAN	3	01/05/2026		100% CD Set (01/05/26)
C6.02	EROSION AND SEDIMENT CONTROL DETAILS	3	01/05/2026		100% CD Set (01/05/26)
C7.01	SITE DETAILS	3	01/05/2026		100% CD Set (01/05/26)
C7.02	SITE DETAILS	3	01/05/2026		100% CD Set (01/05/26)
C7.03	SITE DETAILS	3	01/05/2026		100% CD Set (01/05/26)
C7.04	SITE DETAILS	3	01/05/2026		100% CD Set (01/05/26)
C7.05	SITE DETAILS	2	01/05/2026		100% CD Set (01/05/26)
C7.06	JCW DETAILS	0	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
Landscape Architectural					
L1.01	Vegetation Protection and Removal Plan	3	01/05/2026		100% CD Set (01/05/26)
L2.01	Site Layout Plan	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L3.01	Site Planting Plan	3	01/05/2026		100% CD Set (01/05/26)
L4.01	Site Irrigation Plan	3	01/05/2026		100% CD Set (01/05/26)
L5.01	Site Details	3	01/05/2026		100% CD Set (01/05/26)
Architectural					
A0.00	Interior Wall Type Schedule & Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
A0.01	Typical Interior Stud Framing Details	3	01/05/2026		100% CD Set (01/05/26)
A0.02	Exterior Assembly Types & Construction Mock-up	3	01/05/2026		100% CD Set (01/05/26)
A0.04	Overall Site Plan	3	01/05/2026		100% CD Set (01/05/26)
A0.05	Curb Dimension Plan	2	01/05/2026		100% CD Set (01/05/26)
A1.11	First Level - Overall Plan	3	01/05/2026		100% CD Set (01/05/26)
A1.11A	First Level - Area A	3	01/05/2026		100% CD Set (01/05/26)
A1.11B	First Level - Area B	3	01/05/2026		100% CD Set (01/05/26)
A1.11C	First Level - Area C	3	01/05/2026		100% CD Set (01/05/26)
A1.21	First Level - Reflected Ceiling Plan	3	01/05/2026		100% CD Set (01/05/26)
A1.21A	First Level - Reflected Ceiling Plan - Area A	3	01/05/2026		100% CD Set (01/05/26)
A1.21B	First Level - Reflected Ceiling Plan - Area B	3	01/05/2026		100% CD Set (01/05/26)
A1.21C	First Level - Reflected Ceiling Plan - Area C	3	01/05/2026		100% CD Set (01/05/26)
A1.30	Roof & Clerestory Window Plan	5	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
A2.10	Exterior Elevations	4	01/14/2026		PV - City Hall Addendum 01 (01/14/26)
A2.11	Exterior Elevations	3	01/05/2026		100% CD Set (01/05/26)
A2.12	Masonry Patterns	3	01/05/2026		100% CD Set (01/05/26)
A2.13	Site Elevations and Details	3	01/05/2026		100% CD Set (01/05/26)
A3.10	Building Cross Sections	3	01/05/2026		100% CD Set (01/05/26)
A4.10	Wall Sections	3	01/05/2026		100% CD Set (01/05/26)
A4.11	Wall Sections	3	01/05/2026		100% CD Set (01/05/26)
A4.12	Wall Sections	3	01/05/2026		100% CD Set (01/05/26)
A4.13	Wall Sections	3	01/05/2026		100% CD Set (01/05/26)
A4.14	Wall Sections	3	01/05/2026		100% CD Set (01/05/26)
A6.10	Restroom Elevations, Schedule & Details	3	01/05/2026		100% CD Set (01/05/26)
A6.20	Council Chambers - Enlarged Plans + Elevations	3	01/05/2026		100% CD Set (01/05/26)
A6.21	Council Chambers - Dias Elevations and Details	3	01/05/2026		100% CD Set (01/05/26)
A6.22	Council Chambers - Railing and Display Case Elevations and Details	3	01/05/2026		100% CD Set (01/05/26)
A6.30	Interior Elevations	3	01/05/2026		100% CD Set (01/05/26)
A6.31	Interior Elevations	3	01/05/2026		100% CD Set (01/05/26)
A6.32	Interior Elevations	2	01/05/2026		100% CD Set (01/05/26)
A6.33	Interior Details	2	01/05/2026		100% CD Set (01/05/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A6.40	Door Schedule, Door Types, Frame Types	3	01/05/2026		100% CD Set (01/05/26)
A6.50	Exterior Storefront & Curtain Wall Types	3	01/05/2026		100% CD Set (01/05/26)
A6.60	AWP Enlarged Ceiling Plans, Elevations & Details	3	01/30/2026		PV City Hall - Addendum 03 (01/30/26)
A6.61	AWP Baffles Enlarged Ceiling Plans & Details	2	01/05/2026		100% CD Set (01/05/26)
A7.10	Exterior Plan Details	3	01/05/2026		100% CD Set (01/05/26)
A7.11	Exterior Plan Details	3	01/05/2026		100% CD Set (01/05/26)
A8.10	Exterior Section Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
A8.11	Exterior Section Details	3	01/05/2026		100% CD Set (01/05/26)
A8.12	Exterior Section Details	1	01/05/2026		100% CD Set (01/05/26)
Interior Finishes					
F1.11	First Level - Overall Finish Plan	3	01/05/2026		100% CD Set (01/05/26)
F1.11A	First Level Finish Plan - Area A	3	01/05/2026		100% CD Set (01/05/26)
F1.11B	First Level Finish Plan - Area B	3	01/05/2026		100% CD Set (01/05/26)
F1.13C	First Level Finish Plan - Area C	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
F1.20	Enlarged Finishes Plans	3	01/05/2026		100% CD Set (01/05/26)
F1.30	Room Finishes Schedule & Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
F2.00	Interior Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
F3.00	Signage Plan & Details	4	01/14/2026		PV - City Hall Addendum 01 (01/14/26)
F3.01	Signage Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
Structural					
S0.00	Structural Notes	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S0.01	Structural Inspections	3	01/05/2026		100% CD Set (01/05/26)
S0.02	Grid Layout Plan	3	01/05/2026		100% CD Set (01/05/26)
S0.03	Snow Drift Plan	2	01/05/2026		100% CD Set (01/05/26)
S1.01	Footing & Foundation Plan	3	01/05/2026		100% CD Set (01/05/26)
S1.02	Curb Layout Plan	3	01/05/2026		100% CD Set (01/05/26)
S2.01	Overall Roof & North Canopy Framing Plans	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S2.02	Roof Framing Plan - Area A	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S2.03	Roof Framing Plan - Area B	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S2.04	Roof Framing Plan - Area C	4	01/22/2026		PV City Hall - Addendum 02 (01/22/

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					26)
S2.05	Screen Wall Framing Plan - Area C	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S2.06	Screen Wall Framing Plan - Area A & B	2	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S2.10	Brace Frame Elevations	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S2.11	Brace Frame Elevations	2	01/05/2026		100% CD Set (01/05/26)
S3.01	Column & Footing Schedule & Baseplate Details	2	01/05/2026		100% CD Set (01/05/26)
S3.02	Typical Footing & Foundation Details	3	01/05/2026		100% CD Set (01/05/26)
S3.03	Foundation Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S3.04	Foundation Details	3	01/05/2026		100% CD Set (01/05/26)
S4.01	Typical Steel Framing Details	3	01/05/2026		100% CD Set (01/05/26)
S4.02	Typical Steel Framing Details	3	01/05/2026		100% CD Set (01/05/26)
S4.03	Typical CMU Details	3	01/05/2026		100% CD Set (01/05/26)
S4.04	Typical Exterior Stud Wall Framing Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S4.05	Framing Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S4.06	Framing Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
S4.07	Framing Details	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
Mechanical					
M0.00	Mechanical Abbreviations, Symbols & Notes	3	01/05/2026		100% CD Set (01/05/26)
M1.01A	First Floor HVAC Plan - Area A	3	01/05/2026		100% CD Set (01/05/26)
M1.01B	First Floor HVAC Plan - Area B	3	01/05/2026		100% CD Set (01/05/26)
M1.01C	First Floor HVAC Plan - Area C	3	01/05/2026		100% CD Set (01/05/26)
M1.02	Enlarged Mechanical Plans	3	01/05/2026		100% CD Set (01/05/26)
M1.03	First Floor HVAC Piping Plan	1	01/05/2026		100% CD Set (01/05/26)
M2.01	First Floor Airflow Plan	3	01/05/2026		100% CD Set (01/05/26)
M3.01	Mechanical Details	3	01/05/2026		100% CD Set (01/05/26)
M3.02	Mechanical Details	2	01/05/2026		100% CD Set (01/05/26)
M3.03	Mechanical Details	2	01/05/2026		100% CD Set (01/05/26)
M3.04	Mechanical Details	2	01/05/2026		100% CD Set (01/05/26)
M3.05	Mechanical Details	2	01/05/2026		100% CD Set (01/05/26)
M3.06	Mechanical Details	1	01/05/2026		100% CD Set (01/05/26)
M4.01	Mechanical Controls	2	01/05/2026		100% CD Set (01/05/26)
M4.02	Mechanical Controls	2	01/05/2026		100% CD Set (01/05/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M5.01	Mechanical Schedules	2	01/05/2026		100% CD Set (01/05/26)
M5.02	Mechanical Schedules	1	01/05/2026		100% CD Set (01/05/26)
Plumbing					
P1.01	Below Floor Plumbing Plan	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
P1.02	First Floor Plumbing Plan	3	01/05/2026		100% CD Set (01/05/26)
P1.03	Enlarged Plumbing Plans	3	01/05/2026		100% CD Set (01/05/26)
P2.01	Waste and Vent Riser Diagrams	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
P2.02	Domestic Water Riser Diagrams	1	01/05/2026		100% CD Set (01/05/26)
P3.01	Plumbing Details and Schematics	2	01/05/2026		100% CD Set (01/05/26)
P4.01	Plumbing Schedules	1	01/05/2026		100% CD Set (01/05/26)
Fire Suppression					
FS0.00	Fire Suppression Notes, Schedules, and Schematic	3	01/05/2026		100% CD Set (01/05/26)
FS1.01	First Floor Fire Suppression Plan	3	01/05/2026		100% CD Set (01/05/26)
Electrical					
E0.00	Electrical Abbreviations, Symbols Legend & General Notes	3	01/05/2026		100% CD Set (01/05/26)
E0.01	Electrical Site Utilities Plan	5	01/30/2026		PV City Hall - Addendum 03 (01/30/26)
E0.11	Electrical Orientation Plan	3	01/05/2026		100% CD Set (01/05/26)
E1.11	First Floor Lighting Plan	3	01/05/2026		100% CD Set (01/05/26)
E2.11	First Floor Power & Auxiliary Systems Plan - Area A	3	01/05/2026		100% CD Set (01/05/26)
E2.12	First Floor Power & Auxiliary Systems Plan - Area B	3	01/05/2026		100% CD Set (01/05/26)
E2.13	First Floor Power & Auxiliary Systems Plan - Area C	5	01/30/2026		PV City Hall - Addendum 03 (01/30/26)
E2.21	Roof Power & Auxiliary Systems Plan	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
E3.01	Electrical One Line Diagram	4	01/22/2026		PV City Hall - Addendum 02 (01/22/26)
E4.01	Electrical Schedules	4	01/30/2026		PV City Hall - Addendum 03 (01/30/26)
E4.02	Electrical Schedules	3	01/30/2026		PV City Hall - Addendum 03 (01/30/26)
E5.01	Electrical Details	3	01/05/2026		100% CD Set (01/05/26)
E5.02	Electrical Details	3	01/05/2026		100% CD Set (01/05/26)
E5.03	Electrical Details	3	01/05/2026		100% CD Set (01/05/26)
E5.04	Electrical Details	1	01/05/2026		100% CD Set (01/05/26)
Telecommunications					
T0.00	Audiovisual, Telecom, Security & Fire Alarm Systems Symbols Legend & General Notes	3	01/05/2026		100% CD Set (01/05/26)
T0.01	Audiovisual, Telecom & Security Schedules & Notes	3	01/05/2026		100% CD Set (01/05/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

Printed on Mon Mar 23, 2026 at 11:49 am CDT

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
T0.03	Security Site Plan	2	01/05/2026		100% CD Set (01/05/26)
T1.11	First Level Audiovisual & Telecom Plan	3	01/05/2026		100% CD Set (01/05/26)
T1.21	First Level Audiovisual & Telecom RCP	3	01/05/2026		100% CD Set (01/05/26)
T1.31	First Level Security & Fire Alarm Plan	3	01/05/2026		100% CD Set (01/05/26)
T2.01	Audiovisual Room Elevations	3	01/05/2026		100% CD Set (01/05/26)
T3.01	Audiovisual Room Risers	3	01/05/2026		100% CD Set (01/05/26)
T3.11	Telecom Risers	3	01/05/2026		100% CD Set (01/05/26)
T5.01	Audiovisual Details	3	01/05/2026		100% CD Set (01/05/26)
T5.11	Telecom Details	3	01/05/2026		100% CD Set (01/05/26)
T5.21	Security Details	3	01/05/2026		100% CD Set (01/05/26)
Fire Protection					
F2.02	Casework Details	1	01/05/2026		100% CD Set (01/05/26)
Landscape					
L2.02	Site Fire Access Plan	0	01/14/2026		PV - City Hall Addendum 01 (01/14/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

Printed on Tue Mar 24, 2026 at 12:30 pm CDT

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

PV City Hall - Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Cover Page	2			PV CIty Hall - 100% CD Vol 1
00 00 00.0	Table of Contents	1	01/22/26		PV City Hall - Addendum 02
00 03 03	Table of Contents	2			PV CIty Hall - 100% CD Vol 1
00 31 26	Existing Hazardous Material Information	1			PV CIty Hall - 100% CD Vol 1
00 31 32	Geotechnical Data	1			PV CIty Hall - 100% CD Vol 1
00 91 13	Addendum NO. 1 Narrative	0	01/14/26		PV City Hall - Addendum 01
00 91 13.2	Addendum NO.2 Narrative	0	01/22/26		PV City Hall - Addendum 02
00 91 13.3	Addendum NO.3 Narrative	0	01/30/26		PV City Hall - Addendum 03
01 - General Requirements					
01 10 00	Summary	1			PV CIty Hall - 100% CD Vol 1
01 23 00	Alternates	2	01/22/26		PV City Hall - Addendum 02
01 25 00	Substitution Procedures	1			PV CIty Hall - 100% CD Vol 1
01 26 00	Contract Modification Procedures	1			PV CIty Hall - 100% CD Vol 1
01 29 00	Payment Procedures	1			PV CIty Hall - 100% CD Vol 1
01 31 00	Project Management and Coordination	1			PV CIty Hall - 100% CD Vol 1
01 33 00	Submittal Procedures	2	01/22/26		PV City Hall - Addendum 02
01 40 00	Quality Requirements	1			PV CIty Hall - 100% CD Vol 1
01 50 00	Temporary Facilities and Controls	1			PV CIty Hall - 100% CD Vol 1
01 73 00	Execution	1			PV CIty Hall - 100% CD Vol 1
01 74 19	Construction Waste Management and Disposal	1			PV CIty Hall - 100% CD Vol 1
01 77 00	Closeout Procedures	1			PV CIty Hall - 100% CD Vol 1
01 78 23	Operation and Maintenance Data	1			PV CIty Hall - 100% CD Vol 1
01 78 39	Project Record Documents	1			PV CIty Hall - 100% CD Vol 1
01 79 00	Demonstration and Training	1			PV CIty Hall - 100% CD Vol 1
01 81 13	Sustainable Design Requirements – LEED v BD+C	1			PV CIty Hall - 100% CD Vol 1
01 91 13	General Commissioning Requirements	1			PV CIty Hall - 100% CD Vol 1
01 91 19	Building Enclosure Commissioning Requirements	1			PV CIty Hall - 100% CD Vol 1
02 - Existing Conditions					
02 41 16	Structure Demolition	1			PV CIty Hall - 100% CD Vol 1
02 41 19	Selective Demolition	1			PV CIty Hall - 100% CD Vol 1
02 41 20	Abatement - Asbestos - KS	1			PV CIty Hall - 100% CD Vol 1
03 - Concrete					

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
03 11 00	Concrete Formwork	1			PV CIty Hall - 100% CD Vol 1
03 20 00	Concrete Paving Reinforcement	1			PV CIty Hall - 100% CD Vol 1
03 30 00	Cast-in-Place Concrete	1			PV CIty Hall - 100% CD Vol 1
03 30 03	Concrete Paving	1			PV CIty Hall - 100% CD Vol 1
03 35 43	Polished Concrete Finishing	1			PV CIty Hall - 100% CD Vol 1
04 - Masonry					
04 21 13	Brick Masonry	1			PV CIty Hall - 100% CD Vol 1
04 22 00	Concrete Unit Masonry	1			PV CIty Hall - 100% CD Vol 1
04 72 00	Cast Stone Masonry	1			PV CIty Hall - 100% CD Vol 1
05 - Metals					
05 12 00	Structural Steel Framing	1			PV CIty Hall - 100% CD Vol 1
05 21 00	Steel Joist Framing	1			PV CIty Hall - 100% CD Vol 1
05 31 00	Steel Decking	1			PV CIty Hall - 100% CD Vol 1
05 40 00	Cold-formed Metal Framing	1			PV CIty Hall - 100% CD Vol 1
05 50 00	Metal Fabrications	1			PV CIty Hall - 100% CD Vol 1
05 73 13	Glazed Decorative Metal Railings	1			PV CIty Hall - 100% CD Vol 1
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	1			PV CIty Hall - 100% CD Vol 1
06 16 00	Sheathing	1			PV CIty Hall - 100% CD Vol 1
06 40 23	Interior Architectural Woodwork	1			PV CIty Hall - 100% CD Vol 1
06 64 00	Plastic Paneling	1			PV CIty Hall - 100% CD Vol 1
07 - Thermal and Moisture Protection					
07 21 00	Thermal Insulation	1			PV CIty Hall - 100% CD Vol 1
07 27 26	Fluid-Applied Membrane Air Barriers	1			PV CIty Hall - 100% CD Vol 1
07 42 03	Thermal Isolation Mounting Clips	1			PV CIty Hall - 100% CD Vol 1
07 46 46	High Density Fiber-Cement Paneling	1			PV CIty Hall - 100% CD Vol 1
07 54 23	Thermoplastic Polyolefin (TPO) Roofing	3	01/22/26		PV City Hall - Addendum 02
07 62 00	Sheet Metal Flashing and Trim	1			PV CIty Hall - 100% CD Vol 1
07 71 00	Roof Specialties	1			PV CIty Hall - 100% CD Vol 1
07 72 00	Roof Accessories	1			PV CIty Hall - 100% CD Vol 1
07 84 13	Penetration Firestopping	1			PV CIty Hall - 100% CD Vol 1
07 92 00	Joint Sealants	1			PV CIty Hall - 100% CD Vol 1
07 92 19	Acoustical Joint Sealants	1			PV CIty Hall - 100% CD Vol 1
08 - Openings					
08 11 13	Hollow Metal Doors and Frames	1			PV CIty Hall - 100% CD Vol 1
08 14 16	Flush Wood Doors	1			PV CIty Hall - 100% CD Vol 1
08 31 13	Access Doors and Frames	1			PV CIty Hall - 100% CD Vol 1

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
08 41 13	Aluminum-Framed Entrances and Storefronts	1			PV CIty Hall - 100% CD Vol 1
08 44 13	Glazed Aluminum Curtain Walls	1			PV CIty Hall - 100% CD Vol 1
08 71 00	Door Hardware	1			PV CIty Hall - 100% CD Vol 1
08 80 00	Glazing	1			PV CIty Hall - 100% CD Vol 1
08 83 00	Mirrors	1			PV CIty Hall - 100% CD Vol 1
08 87 10	Window Film	1			PV CIty Hall - 100% CD Vol 1
09 - Finishes					
09 22 16	Non-Structural Metal Framing	1			PV CIty Hall - 100% CD Vol 1
09 22 50	Polished Plaster	1			PV CIty Hall - 100% CD Vol 1
09 26 50	Exterior Hardcoat Ceiling and Soffit Systems	1			PV CIty Hall - 100% CD Vol 1
09 29 00	Gypsum Board	2	01/22/26		PV City Hall - Addendum 02
09 30 00	Tiling	1			PV CIty Hall - 100% CD Vol 1
09 51 13	Acoustical Panel Ceilings	1			PV CIty Hall - 100% CD Vol 1
09 54 26	Wood Acoustical Ceilings	1			PV CIty Hall - 100% CD Vol 1
09 65 13	Resilient Base and Accessories	1			PV CIty Hall - 100% CD Vol 1
09 67 13	Broadcast-Applied Decorative Flake Resinous Flooring	1			PV CIty Hall - 100% CD Vol 1
09 68 13	Tile Carpeting	1			PV CIty Hall - 100% CD Vol 1
09 72 13	Tackable Wall Surface	1			PV CIty Hall - 100% CD Vol 1
09 80 00	Acoustic Treatment	1			PV CIty Hall - 100% CD Vol 1
09 84 53	Sound Barrier Mullion Trim Cap	1			PV CIty Hall - 100% CD Vol 1
09 91 23	Interior Painting	1			PV CIty Hall - 100% CD Vol 1
09 96 00	High Performance Coatings	1			PV CIty Hall - 100% CD Vol 1
09 96 72	Fluid-Applied Insulative Coatings	1			PV CIty Hall - 100% CD Vol 1
10 - Specialties					
10 11 00	Visual Display Surfaces	1			PV CIty Hall - 100% CD Vol 1
10 14 19	Dimensional Letter Signage	1			PV CIty Hall - 100% CD Vol 1
10 14 23	Signage	1			PV CIty Hall - 100% CD Vol 1
10 21 19	Plastic Toilet Compartments	1			PV CIty Hall - 100% CD Vol 1
10 22 39	Manual Folding Paired Panel Operable Partitions	1			PV CIty Hall - 100% CD Vol 1
10 26 00	Wall and Door Protection	1			PV CIty Hall - 100% CD Vol 1
10 28 00	Toilet and Bath Accessories	1			PV CIty Hall - 100% CD Vol 1
10 44 13	Fire Protection Cabinets	1			PV CIty Hall - 100% CD Vol 1
10 50 50	Phenolic Lockers	1			PV CIty Hall - 100% CD Vol 1
10 75 00	Flagpoles	1			PV CIty Hall - 100% CD Vol 1
12 - Furnishings					
12 24 13	Roller Window Shades	1			PV CIty Hall - 100% CD Vol 1
12 61 00	Fixed Audience Seating	1			PV CIty Hall - 100% CD Vol 1

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
12 62 10	Furnishings	1			PV CIty Hall - 100% CD Vol 1
12 93 00	Site Accessories	1			PV CIty Hall - 100% CD Vol 1
21 - Fire Suppression					
21 05 00	Basic Fire Suppression Requirements	1			PV City Hall - 100% CD Vol 2
21 05 13	Electrical Requirements for Fire Suppression Equipment	1			PV City Hall - 100% CD Vol 2
21 05 19	Fire Suppression Gauges	1			PV City Hall - 100% CD Vol 2
21 05 29	Fire Suppression Hangers and Supports	1			PV City Hall - 100% CD Vol 2
21 05 53	Fire Suppression Identification	1			PV City Hall - 100% CD Vol 2
21 13 13	Fire Suppression System	1			PV City Hall - 100% CD Vol 2
22 - Plumbing					
22 05 00	Basic Plumbing Requirements	1			PV City Hall - 100% CD Vol 2
22 05 13	Electrical Requirements for Plumbing Equipment	1			PV City Hall - 100% CD Vol 2
22 05 19	Plumbing Meters and Gauges	1			PV City Hall - 100% CD Vol 2
22 05 29	Plumbing Hangers and Supports	1			PV City Hall - 100% CD Vol 2
22 05 53	Plumbing Identification	1			PV City Hall - 100% CD Vol 2
22 07 16	Plumbing Equipment Insulation	1			PV City Hall - 100% CD Vol 2
22 07 19	Plumbing Piping Insulation	1			PV City Hall - 100% CD Vol 2
22 08 16	Commissioning of Plumbing Systems	1			PV City Hall - 100% CD Vol 2
22 10 00	Plumbing Piping	1			PV City Hall - 100% CD Vol 2
22 11 19	Plumbing Specialties	1			PV City Hall - 100% CD Vol 2
22 30 00	Plumbing Equipment	1			PV City Hall - 100% CD Vol 2
22 40 00	Plumbing Fixtures	1			PV City Hall - 100% CD Vol 2
22 42 16	Commercial Lavatories and Faucets	1			PV City Hall - 100% CD Vol 2
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 05 00	Basic HVAC Requirements	1			PV City Hall - 100% CD Vol 2
23 05 13	Electrical Requirements for Mechanical Equipment	1			PV City Hall - 100% CD Vol 2
23 05 29	HVAC Hangers and Supports	1			PV City Hall - 100% CD Vol 2
23 05 30	HVAC Firestopping	1			PV City Hall - 100% CD Vol 2
23 05 48	HVAC Vibration Controls	1			PV City Hall - 100% CD Vol 2
23 05 53	HVAC Identification	1			PV City Hall - 100% CD Vol 2
23 05 93	Testing, Adjusting, and Balancing	1			PV City Hall - 100% CD Vol 2
23 07 13	Ductwork Insulation	1			PV City Hall - 100% CD Vol 2
23 07 19	HVAC Piping Insulation	1			PV City Hall - 100% CD Vol 2
23 08 16	Commissioning of Mechanical Systems	1			PV City Hall - 100% CD Vol 2
23 09 00	Digital Control Equipment	1			PV City Hall - 100% CD Vol 2
23 09 01	Instrumentation and Control Elements	1			PV City Hall - 100% CD Vol 2
23 09 93	Sequence of Operation	1			PV City Hall - 100% CD Vol 2

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
23 23 00	Refrigerant Piping and Specialties	1			PV City Hall - 100% CD Vol 2
23 31 13	Ductwork	1			PV City Hall - 100% CD Vol 2
23 33 00	Ductwork Accessories	1			PV City Hall - 100% CD Vol 2
23 34 23	Power Ventilators	1			PV City Hall - 100% CD Vol 2
23 36 00	Air Terminal Units	1			PV City Hall - 100% CD Vol 2
23 37 00	Air Outlets and Inlets	1			PV City Hall - 100% CD Vol 2
23 74 13	Dedicated Outdoor Air System	1			PV City Hall - 100% CD Vol 2
23 81 27	Variable Refrigerant Flow System	2	01/14/26		PV City Hall - Addendum 01
23 82 39	Terminal Heat Transfer Units	1			PV City Hall - 100% CD Vol 2
26 - Electrical					
26 05 00	Electrical General Provisions	1			PV City Hall - 100% CD Vol 2
26 05 01	Basic Materials and Methods	1			PV City Hall - 100% CD Vol 2
26 05 19	Conductors	1			PV City Hall - 100% CD Vol 2
26 05 26	Grounding System	1			PV City Hall - 100% CD Vol 2
26 05 33	Raceways	1			PV City Hall - 100% CD Vol 2
26 08 16	Commissioning of Electrical Systems	1			PV City Hall - 100% CD Vol 2
26 22 00	Dry-Type Transformers	1			PV City Hall - 100% CD Vol 2
26 24 16	Panelboards	1			PV City Hall - 100% CD Vol 2
26 27 26	Wiring Devices	1			PV City Hall - 100% CD Vol 2
26 29 13	Motor Controllers	1			PV City Hall - 100% CD Vol 2
26 32 13	Natural Gas Generator Sets	1			PV City Hall - 100% CD Vol 2
26 36 23	Automatic Transfer Switches	1			PV City Hall - 100% CD Vol 2
26 41 00	Lightning Protection Systems	1			PV City Hall - 100% CD Vol 2
26 51 00	Lighting	1			PV City Hall - 100% CD Vol 2
27 - Communications					
27 00 00	Telecommunications General - Appendix A	2	01/30/26		PV City Hall - Addendum 03
27 05 00	Common Work Results for Communications	1			PV City Hall - 100% CD Vol 2
27 05 26	Grounding and Bonding for Communications	2			PV City Hall - 100% CD Vol 2
27 05 28	Pathways for Communications	1			PV City Hall - 100% CD Vol 2
27 05 53	Identification for Communications Systems	2	01/22/26		PV City Hall - Addendum 02
27 11 16	Communications Cabinets, Racks, Frames, and Enclosures	1			PV City Hall - 100% CD Vol 2
27 11 19	Communications Termination Blocks and Patch Panels	1			PV City Hall - 100% CD Vol 2
27 11 23	Communications Cable Management and Cable Runway	1			PV City Hall - 100% CD Vol 2
27 13 13	Communications Copper Backbone Cabling	1			PV City Hall - 100% CD Vol 2
27 13 23	Communications Optical Fiber Backbone Cabling	1			PV City Hall - 100% CD Vol 2
27 15 13	Communications Copper/Optical Fiber Horizontal Cabling	1			PV City Hall - 100% CD Vol 2
27 15 43	Communications Faceplates and Connectors	1			PV City Hall - 100% CD Vol 2

Printed on Tue Mar 24, 2026 at 12:30 pm CDT

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
27 16 19	Communications Patch Cords, Station Cords, and Cross-Connect Wires	1			PV City Hall - 100% CD Vol 2
27 32 23	Voice Communications Elevator Telephones	1			PV City Hall - 100% CD Vol 2
28 - Electronic Safety and Security					
28 00 00	Electronic Security Systems	1			PV City Hall - 100% CD Vol 2
28 31 11	Addressable Fire Alarm System	1			PV City Hall - 100% CD Vol 2
28 55 00	RF Survey for In-Building Two-Way Emergency Responder Communications	1			PV City Hall - 100% CD Vol 2
31 - Earthwork					
31 10 00	Site Clearing	1			PV City Hall - 100% CD Vol 2
31 23 16	Excavation Backfill and Site Grading	1			PV City Hall - 100% CD Vol 2
31 23 17	Trenching Backfilling and Compaction	1			PV City Hall - 100% CD Vol 2
31 23 24	Flowable Fill	1			PV City Hall - 100% CD Vol 2
31 25 00	Erosion Control	1			PV City Hall - 100% CD Vol 2
31 31 16	Termite Control	1			PV City Hall - 100% CD Vol 2
32 - Exterior Improvements					
32 01 27	Asphaltic Concrete Paving	1			PV City Hall - 100% CD Vol 2
32 01 90	Tree Protection and Trimming	1			PV City Hall - 100% CD Vol 2
32 12 43	Porous Flexible Paving	1			PV City Hall - 100% CD Vol 2
32 31 21	Aluminum Louver Fencing	1			PV City Hall - 100% CD Vol 2
32 84 00	Underground Sprinkler System	1			PV City Hall - 100% CD Vol 2
32 92 00	Turf and Grasses	1			PV City Hall - 100% CD Vol 2
32 93 00	Furnishing and Planting of Plant Materials	1			PV City Hall - 100% CD Vol 2
33 - Utilities					
33 41 00	Drainage Structures	1			PV City Hall - 100% CD Vol 2
33 44 12	HDPE Storm Sewers	1			PV City Hall - 100% CD Vol 2
33 44 13	Storm Sewer Construction	1			PV City Hall - 100% CD Vol 2

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

Printed on Mon Mar 23, 2026 at 11:56 am CDT

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

002 Construction Documents - PD & Court - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G0.00	Title Sheet & Drawing Index	4	01/30/2026		PV PD & Court - Addendum 03 (01/30/26)
G0.01	General Notes, Symbols & Abbreviations	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
G0.10	Code Compliance Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
G0.20	ADA Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
G0.21	ADA Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
G0.30	Interior Renderings	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Civil					
C0.01	EXISTING CONDITIONS	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C0.02	General Notes	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C0.03	DEMOLITION PLAN	1	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C1.01	SITE PLAN (1 OF 2)	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C1.02	SITE PLAN (2 OF 2)	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C2.01	GRADING PLAN (1 OF 2)	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C2.02	GRADING PLAN (2 OF 2)	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C4.01	UTILITY PLAN	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C5.01	STORM SEWER PLAN AND PROFILES	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C5.02	STORM SEWER PLAN AND PROFILES	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C6.01	EROSION AND SEDIMENT CONTROL PLAN PHASE 1	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C6.02	EROSION AND SEDIMENT CONTROL PLAN, PHASE II	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C6.03	EROSION AND SEDIMENT CONTROL PLAN, PHASE III	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C6.04	EROSION AND SEDIMENT CONTROL DETAILS	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C7.01	SITE DETAILS	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C7.02	SITE DETAILS	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C7.03	SITE DETAILS	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
C7.04	SITE DETAILS	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Landscape Architectural					
L1.01	Vegetation Protection and Removal Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
L2.01	Site Layout Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
L3.01	Site Planting Plan	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
L4.01	Site Irrigation Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
L5.01	Site Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Architectural					
A0.00	Interior Wall Type Schedule & Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.01	Typical Interior Stud Framing Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.02	Temporary Partition & Phasing Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.03	Overall Site Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.10	Lower Level - Demolition Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.10A	Lower Level - Demolition Plan - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.10B	Lower Level - Demolition Plan - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.11	First Level - Demolition Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.11A	First Level - Demolition Plan - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.11B	First Level - Demolition Plan - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.11C	First Level - Demolition Plan - Area C	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

Printed on Mon Mar 23, 2026 at 11:56 am CDT

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A0.11D	First Level - Demolition Plan - Area D	5	01/30/2026		PV PD & Court - Addendum 03 (01/30/26)
A0.20	Lower Level Demolition RCP	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.21	First Level Demolition RCP	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A0.40	Demo Elevations	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.10	Lower Level - Overall Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.10A	Lower Level - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.10B	Lower Level - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.11	First Level - Overall Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.11A	First Level - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.11B	First Level - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.11C	First Level - Area C	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.11D	First Level - Area D	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.20	Lower Level - Overall RCP	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.20A	Lower Level RCP - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.20B	Lower Level RCP - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.21	First Level - Overall RCP	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.21A	First Level RCP - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.21B	First Level RCP - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.21C	First Level RCP - Area C	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.21D	First Level RCP - Area D	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A1.30D	Roof Plan - Area D - Clerestory Windows	1	08/27/2025		PD and Court Renovations - 95% CDs (08/27/25)
A2.10	Exterior Elevations	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A2.11	Cell Enclosure	3	01/05/2026		100% CD Revised - PD & Court (01/

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					05/26)
A2.12	Site - Enlarged Plans and Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A6.10	Restroom Elevations, Schedule & Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A6.21	Interior Elevations	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A6.22	Interior Elevations	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A6.23	Interior Elevations	1	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A6.30	Interior Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A6.40	Door Schedule, Door Types, Frame Types	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
A7.10	Exterior Details	5	01/30/2026		PV PD & Court - Addendum 03 (01/30/26)
Interior Finishes					
F1.10	Lower Level - Overall Finish Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.10A	Lower Level - Area A Finish Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.10B	Lower Level - Area B Finish Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.11	First Level - Overall Finish Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.11A	First Level - Area A Finish Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.11B	First Level - Area B Finish Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.11C	First Level - Area C Finish Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.11D	First Level - Area D Finish Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.20	Enlarged Finishes Plans	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F1.30	Room Finishes Schedule & Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F2.00	Interior Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F2.01	Casework Details	1	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F3.00	First Level Signage Plan - Areas A&B	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
F3.01	Lower Level Signage Plan - Areas A, B, C & D	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
F3.02	Signage Details	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Structural					
S0.00	Structural Notes	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
S1.00	Overall Footing & Foundation Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
S1.01	Footing & Foundation Plan	5	01/30/2026		PV PD & Court - Addendum 03 (01/30/26)
S2.01	Canopy Structure Plans & Details	0	01/30/2026		PV PD & Court - Addendum 03 (01/30/26)
Mechanical					
M0.00	Mechanical Abbreviations, Symbols & Notes	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
M0.01	Lower Level HVAC Demolition Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
M0.02	First Level HVAC Demolition Plans	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
M1.01	Lower Level HVAC Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
M1.02	First Level HVAC Plans	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
M2.01	Lower Level Airflow Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
M2.02	First Level Airflow Plans	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
M3.01	Mechanical Controls and Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
M4.01	Mechanical Schedules	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Plumbing					
P0.01	Lower Level Below Floor Demolition Plumbing Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
P0.02	Lower Level Demolition Plumbing Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
P0.03	First Level Demolition Plumbing Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
P1.01	Lower Level Below Floor Plumbing Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
P1.02	Lower Level Plumbing Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
P1.03	First Level Below Floor Plumbing Plan	3	01/05/2026		100% CD Revised - PD & Court (01/

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					05/26)
P1.04	First Level Plumbing Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
P2.01	Plumbing Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
P3.01	Plumbing Schedules	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Fire Suppression					
FS0.00	Fire Suppression Notes, Schedules, and Schematics	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
FS1.01	Lower Level Fire Suppression Plans	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Electrical					
E0.00	Electrical Abbreviations, Symbols Legend & General Notes	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E0.01	Electrical Site Demolition Plan -Phase 3	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E0.11	Electrical Site Plan - Phase 3	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E0.21	Lower Level Electrical Orientation Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E0.22	First Level Electrical Orientation Plan	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E0.31	Lower Level Electrical Demolition Plan - Phase 1	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E0.41	First Level Electrical Demolition Plan - Phase 1	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E0.51	First Level Electrical Demolition Plan - Phase 3	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E1.01	Lower Level Lighting Plan -Phase 1	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E1.02	First Level Lighting Plan - Phase 1	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E1.11	First Level Lighting Plan - Phase 3	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E2.01	Lower Level Power & Auxiliary Systems Plan - Phase 1 -Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E2.02	Lower Level Power & Auxiliary Systems Plan - Phase 1 -Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E2.11	First Level Power & Auxiliary Systems Plan - Phase 1 - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E2.12	First Level Power & Auxiliary Systems Plan - Phase 1 - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E2.21	First Level Power & Auxiliary Systems Plan - Phase 3 -Area C	3	01/05/2026		100% CD Revised - PD & Court (01/

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					05/26)
E2.22	First Level Power & Auxiliary Systems Plan - Phase 3 -Area D	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E3.01	Electrical One Line Diagrams	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E4.01	Electrical Schedules	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E4.02	Electrical Schedules	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E5.01	Electrical Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
E5.02	Electrical Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Telecommunications					
T0.00	Audiovisual, Telecom, Security & Fire Alarm Symbols Legend	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T0.01	Audiovisual, Telecom & Security Schedules & Notes	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T0.03	Security Site Plan	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.10A	Lower Level Audiovisual & Telecom Plan - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.10B	Lower Level Audiovisual & Telecom Plan - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.11A	First Level Audiovisual & Telecom Plan - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.11B	First Level Audiovisual & Telecom Plan - Area B, C & D	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.20A	Lower Level Audiovisual & Telecom RCP - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.20B	Lower Level Audiovisual & Telecom RCP - Area B	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.21A	First Level Audiovisual & Telecom RCP - Area A	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.21B	First Level Audiovisual & Telecom RCP - Area B, C, D	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.30A	Lower Level Security & Fire Alarm Plan - Area A	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.30B	Lower Level Security & Fire Alarm Plan - Area B	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.31A	First Level Security & Fire Alarm Plan - Area A	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T1.31B	First Level Security & Fire Alarm Plan - Area B, C & D	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
T2.01	Audiovisual Room Elevations	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T3.01	Audiovisual Room Risers	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T3.11	Telecom Risers	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T5.01	Audiovisual Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T5.11	Telecom Details	3	01/05/2026		100% CD Revised - PD & Court (01/05/26)
T5.21	Security Details	2	01/05/2026		100% CD Revised - PD & Court (01/05/26)
Fire Protection					
FS1.02	First Level Fire Suppression Plans	0	01/05/2026		100% CD Revised - PD & Court (01/05/26)

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

Printed on Tue Mar 24, 2026 at 12:28 pm CDT

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

PV PD & Court - Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Cover Page	1			PV PD & Court - 100% CD Revised
00 00 03	Table of Contents	3	01/22/26		PV PD & Courts - Addendum 02
00 31 26	Existing Hazardous Material Information	1			PV PD & Court - 100% CD Revised
00 31 32	Geotechnical Data	1			PV PD & Court - 100% CD Revised
00 91 13.1	Addendum No. 1 Narrative	0	01/14/26		PV PD & Courts - Addendum 01
00 91 13.2	Addendum No. 2 Narrative	0	01/22/26		PV PD & Courts - Addendum 02
00 91 13.3	Addendum No. 3 Narrative	0	01/30/26		PV PD & Courts - Addendum 03
01 - General Requirements					
01 10 00	Summary	1			PV PD & Court - 100% CD Revised
01 23 00	Alternates	1			PV PD & Court - 100% CD Revised
01 25 00	Substitution Procedures	1			PV PD & Court - 100% CD Revised
01 26 00	Contract Modification Procedures	1			PV PD & Court - 100% CD Revised
01 29 00	Payment Procedures	1			PV PD & Court - 100% CD Revised
01 31 00	Project Management and Coordination	1			PV PD & Court - 100% CD Revised
01 33 00	Submittal Procedures	2	01/22/26		PV PD & Courts - Addendum 02
01 40 00	Quality Requirements	1			PV PD & Court - 100% CD Revised
01 50 00	Temporary Facilities and Controls	1			PV PD & Court - 100% CD Revised
01 73 00	Execution	1			PV PD & Court - 100% CD Revised
01 74 19	Construction Waste Management and Disposal	1			PV PD & Court - 100% CD Revised
01 77 00	Closeout Procedures	1			PV PD & Court - 100% CD Revised
01 78 23	Operation and Maintenance Data	1			PV PD & Court - 100% CD Revised
01 78 39	Project Record Documents	1			PV PD & Court - 100% CD Revised
01 79 00	Demonstration and Training	1			PV PD & Court - 100% CD Revised
01 91 13	General Commissioning Requirements	1			PV PD & Court - 100% CD Revised
02 - Existing Conditions					
02 41 19	Selective Demolition	1			PV PD & Court - 100% CD Revised
02 41 20	Abatement – Asbestos and Lead-Based Paint – Kansas	1			PV PD & Court - 100% CD Revised
03 - Concrete					
03 11 00	Concrete Form Work	1			PV PD & Court - 100% CD Revised
03 20 00	Concrete Paving Reinforcement	1			PV PD & Court - 100% CD Revised
03 30 00	Cast-in-Place Concrete	1			PV PD & Court - 100% CD Revised
03 30 03	Concrete Paving	1			PV PD & Court - 100% CD Revised

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
04 - Masonry					
04 21 13	Brick Masonry	1			PV PD & Court - 100% CD Revised
04 22 00	Concrete Unit Masonry	1			PV PD & Court - 100% CD Revised
05 - Metals					
05 12 00	Structural Steel Framing	1			PV PD & Court - 100% CD Revised
05 31 00	Steel Decking	1			PV PD & Court - 100% CD Revised
05 50 00	Metal Fabrications	1			PV PD & Court - 100% CD Revised
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	1			PV PD & Court - 100% CD Revised
06 40 23	Interior Architectural Woodwork	1			PV PD & Court - 100% CD Revised
06 64 00	Plastic Paneling	1			PV PD & Court - 100% CD Revised
07 - Thermal and Moisture Protection					
07 21 00	Thermal Insulation	1			PV PD & Court - 100% CD Revised
07 27 26	Fluid-Applied Membrane Air Barriers	1			PV PD & Court - 100% CD Revised
07 41 16	Standing-Seam Metal Roof Panels – Alternate ‘A	1			PV PD & Court - 100% CD Revised
07 42 13	Metal Soffit Panels	1			PV PD & Court - 100% CD Revised
07 62 00	Sheet Metal Flashing and Trim	1			PV PD & Court - 100% CD Revised
07 84 13	Penetration Firestopping	1			PV PD & Court - 100% CD Revised
07 92 00	Joint Sealants	1			PV PD & Court - 100% CD Revised
07 92 19	Acoustical Joint Sealants	1			PV PD & Court - 100% CD Revised
08 - Openings					
08 11 13	Hollow Metal Doors and Frames	1			PV PD & Court - 100% CD Revised
08 14 16	Flush Wood Doors	1			PV PD & Court - 100% CD Revised
08 31 13	Access Doors and Frames	1			PV PD & Court - 100% CD Revised
08 33 00	Motorized Rolling Service Door	1			PV PD & Court - 100% CD Revised
08 41 13	Aluminum-Framed Entrances and Storefronts	1			PV PD & Court - 100% CD Revised
08 56 53	Security Windows	1			PV PD & Court - 100% CD Revised
08 71 00	Door Hardware	2	01/30/26		PV PD & Courts - Addendum 03
08 80 00	Glazing	1			PV PD & Court - 100% CD Revised
08 83 00	Mirrors	1			PV PD & Court - 100% CD Revised
09 - Finishes					
09 22 16	Non-Structural Metal Framing	1			PV PD & Court - 100% CD Revised
09 22 50	Polished Plaster	1			PV PD & Court - 100% CD Revised
09 29 00	Gypsum Board	1			PV PD & Court - 100% CD Revised
09 30 00	Tiling	1			PV PD & Court - 100% CD Revised
09 51 13	Acoustical Panel Ceilings	1			PV PD & Court - 100% CD Revised
09 65 13	Resilient Base and Accessories	1			PV PD & Court - 100% CD Revised

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
09 65 16	Resilient Sheet Flooring	1			PV PD & Court - 100% CD Revised
09 67 13	Broadcast-Applied Decorative Flake Resinous Flooring	1			PV PD & Court - 100% CD Revised
09 68 13	Tile Carpeting	1			PV PD & Court - 100% CD Revised
09 80 00	Acoustic Treatment	1			PV PD & Court - 100% CD Revised
09 84 53	Sound Barrier Mullion Trim Cap	1			PV PD & Court - 100% CD Revised
09 91 23	Interior Painting	1			PV PD & Court - 100% CD Revised
09 96 00	High Performance Coatings	1			PV PD & Court - 100% CD Revised
10 - Specialties					
10 11 00	Visual Display Surfaces	1			PV PD & Court - 100% CD Revised
10 14 19	Dimensional Letter Signage	1			PV PD & Court - 100% CD Revised
10 14 23	Signage	1			PV PD & Court - 100% CD Revised
10 21 19	Plastic Toilet Compartments	1			PV PD & Court - 100% CD Revised
10 26 00	Wall and Door Protection	1			PV PD & Court - 100% CD Revised
10 26 41	Bullet Resistant Panels	1			PV PD & Court - 100% CD Revised
10 28 00	Toilet and Bath Accessories	1			PV PD & Court - 100% CD Revised
10 44 13	Fire Protection Cabinets	1			PV PD & Court - 100% CD Revised
10 51 03	Metal Evidence Lockers	1			PV PD & Court - 100% CD Revised
10 51 13	Metal Lockers	1			PV PD & Court - 100% CD Revised
10 56 26	Mechanical Assist Mobile Storage Shelving	1			PV PD & Court - 100% CD Revised
11 - Equipment					
11 21 30	Slatwall Panel System	1			PV PD & Court - 100% CD Revised
12 - Furnishings					
12 24 13	Roller Window Shades	1			PV PD & Court - 100% CD Revised
12 62 10	Furnishings	1			PV PD & Court - 100% CD Revised
21 - Fire Suppression					
21 05 00	Basic Fire Suppression Requirements	1			PV PD & Court - 100% CD Revised
21 05 13	Electrical Requirements for Fire Suppression Equipment	1			PV PD & Court - 100% CD Revised
21 05 19	Fire Suppression Gauges	1			PV PD & Court - 100% CD Revised
21 05 29	Fire Suppression Hangers and Supports	1			PV PD & Court - 100% CD Revised
21 05 53	Fire Suppression Identification	1			PV PD & Court - 100% CD Revised
21 13 13	Fire Suppression System	1			PV PD & Court - 100% CD Revised
22 - Plumbing					
22 05 00	Basic Plumbing Requirements	1			PV PD & Court - 100% CD Revised
22 05 29	Plumbing Hangers and Supports	1			PV PD & Court - 100% CD Revised
22 05 53	Plumbing Identification	1			PV PD & Court - 100% CD Revised
22 07 16	Plumbing Equipment Insulation	1			PV PD & Court - 100% CD Revised
22 07 19	Plumbing Piping Insulation	1			PV PD & Court - 100% CD Revised

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
22 08 16	Commissioning of Plumbing Systems	1			PV PD & Court - 100% CD Revised
22 10 00	Plumbing Piping	1			PV PD & Court - 100% CD Revised
22 11 19	Plumbing Specialties	1			PV PD & Court - 100% CD Revised
22 40 00	Plumbing Fixtures	1			PV PD & Court - 100% CD Revised
22 42 16	Commercial Lavatories and Faucets	1			PV PD & Court - 100% CD Revised
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 05 00	Basic HVAC Requirements	1			PV PD & Court - 100% CD Revised
23 05 13	Electrical Requirements for Mechanical Equipment	1			PV PD & Court - 100% CD Revised
23 05 29	HVAC Hangers and Supports	1			PV PD & Court - 100% CD Revised
23 05 30	HVAC Firestopping	1			PV PD & Court - 100% CD Revised
23 05 53	HVAC Identification	1			PV PD & Court - 100% CD Revised
23 05 93	Testing, Adjusting, and Balancing	1			PV PD & Court - 100% CD Revised
23 07 13	Ductwork Insulation	1			PV PD & Court - 100% CD Revised
23 08 16	Commissioning of Mechanical Systems	1			PV PD & Court - 100% CD Revised
23 09 00	Digital Control Equipment	1			PV PD & Court - 100% CD Revised
23 09 01	Instruments and Control Elements	1			PV PD & Court - 100% CD Revised
23 09 93	Sequence of Operation	1			PV PD & Court - 100% CD Revised
23 31 13	Ductwork	1			PV PD & Court - 100% CD Revised
23 33 00	Ductwork Accessories	1			PV PD & Court - 100% CD Revised
23 34 23	Power Ventilators	1			PV PD & Court - 100% CD Revised
23 37 00	Air Outlets and Inlets	1			PV PD & Court - 100% CD Revised
23 82 39	Terminal Heat Transfer Units	1			PV PD & Court - 100% CD Revised
26 - Electrical					
26 05 00	Electrical General Provisions	1			PV PD & Court - 100% CD Revised
26 05 01	Basic Materials and Methods	1			PV PD & Court - 100% CD Revised
26 05 19	Conductors	1			PV PD & Court - 100% CD Revised
26 05 26	Grounding System	1			PV PD & Court - 100% CD Revised
26 05 33	Raceways	1			PV PD & Court - 100% CD Revised
26 08 16	Commissioning of Electrical Systems	1			PV PD & Court - 100% CD Revised
26 24 16	Panelboards	1			PV PD & Court - 100% CD Revised
26 27 26	Wiring Devices	1			PV PD & Court - 100% CD Revised
26 29 13	Motor Controllers	1			PV PD & Court - 100% CD Revised
26 41 00	Lightning Protection System – Alternate ‘B	1			PV PD & Court - 100% CD Revised
26 51 00	Lighting	1			PV PD & Court - 100% CD Revised
27 - Communications					
27 00 00	Telecommunications General - Appendix A	2	01/30/26		PV PD & Courts - Addendum 03
27 05 00	Common Work Results for Communications	1			PV PD & Court - 100% CD Revised

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
27 05 26	Grounding and Bonding for Communications	1			PV PD & Court - 100% CD Revised
27 05 28	Pathways for Communications	1			PV PD & Court - 100% CD Revised
27 05 53	Identification for Communication Systems	0			PV PD & Court - 100% CD Revised
27 11 16	Communications Cabinets, Racks, Frames, and Enclosures	1			PV PD & Court - 100% CD Revised
27 11 19	Communications Termination Blocks and Patch Panels	1			PV PD & Court - 100% CD Revised
27 11 23	Communications Cable Management and Cable Runway	1			PV PD & Court - 100% CD Revised
27 11 26	Communications Power Projection	1			PV PD & Court - 100% CD Revised
27 13 13	Communications Copper Backbone Cabling	1			PV PD & Court - 100% CD Revised
27 13 23	Communications Optical Fiber Backbone Cabling	0			PV PD & Court - 100% CD Revised
27 15 13	Communications Copper/Optical Fiber Horizontal Cabling	1			PV PD & Court - 100% CD Revised
27 15 43	Communications Faceplates and Connectors	1			PV PD & Court - 100% CD Revised
27 16 19	Communications Patch Cords, Station Cords, and Cross-Connect Wires	1			PV PD & Court - 100% CD Revised
27 32 23	Voice Communications Elevator Telephones	1			PV PD & Court - 100% CD Revised
28 - Electronic Safety and Security					
28 00 00	Electronic Security Systems	1			PV PD & Court - 100% CD Revised
28 31 11	Addressable Fire Alarm System	1			PV PD & Court - 100% CD Revised
28 55 00	RF Survey for In-Building Two-Way Emergency Responder Communications	1			PV PD & Court - 100% CD Revised
31 - Earthwork					
31 10 00	Site Clearing	1			PV PD & Court - 100% CD Revised
31 23 16	Excavation Backfill and Site Gading	1			PV PD & Court - 100% CD Revised
31 23 17	Trenching Backfilling and Compaction	1			PV PD & Court - 100% CD Revised
31 23 24	Flowable Fill	1			PV PD & Court - 100% CD Revised
31 25 00	Erosion Control	1			PV PD & Court - 100% CD Revised
31 31 16	Termite Control	1			PV PD & Court - 100% CD Revised
32 - Exterior Improvements					
32 01 27	Asphaltic Concrete Paving	1			PV PD & Court - 100% CD Revised
32 01 90	Tree Protection and Trimming	1			PV PD & Court - 100% CD Revised
32 12 43	Porous Flexible Paving	1			PV PD & Court - 100% CD Revised
32 18 13	Synthetic Turf	1			PV PD & Court - 100% CD Revised
32 31 13	Chain Link Fences and Gates	1			PV PD & Court - 100% CD Revised
32 31 19	Commercial Steel Ornamental Fence System	1			PV PD & Court - 100% CD Revised
32 31 21	Aluminum Louver Fencing	1			PV PD & Court - 100% CD Revised
32 84 00	Underground Sprinkler System	1			PV PD & Court - 100% CD Revised
32 92 00	Turf and Grasses	1			PV PD & Court - 100% CD Revised
32 93 00	Furnishing and Planting of Plant Materials	1			PV PD & Court - 100% CD Revised
33 - Utilities					
33 41 00	Drainage Structures	1			PV PD & Court - 100% CD Revised

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

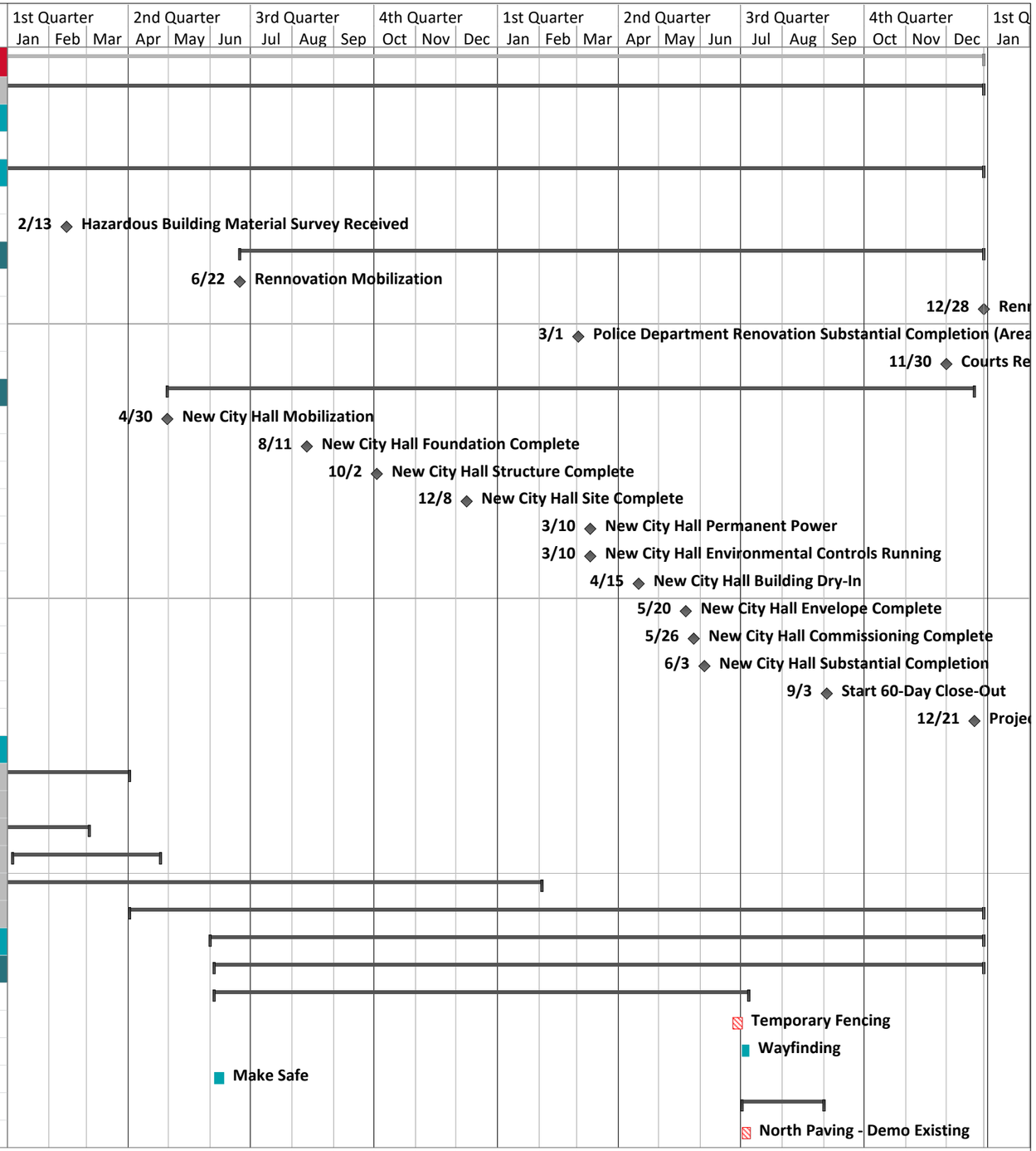
McCownGordon

Job #: 1072283 Prairie Village City Hall and Police and Courts Renovation
7700 Mission Road
Prairie Village, Kansas 66208
816-960-1111

Number	Description	Revision	Issued Date	Received Date	Set
33 44 12	HDPE Storm Sewers	1			PV PD & Court - 100% CD Revised
33 44 13	Storm Sewer Construction	1			PV PD & Court - 100% CD Revised

Exhibit C - Project Schedule

ID	Task Name	Duration	Start	Finish
0	**Prairie Village Municipal Complex Improvements**	**873 days**	**Mon 1/29/24**	**Tue 12/28/27**
1	**Project Milestones**	**993 days**	**Fri 2/2/24**	**Tue 12/28/27**
2	**Design Milestones**	**0 days**	**Fri 2/2/24**	**Fri 2/2/24**
3	Design Start	0 days	Fri 2/2/24	Fri 2/2/24
4	**Construction Milestones**	**971 days**	**Tue 3/5/24**	**Tue 12/28/27**
5	Notice of Award	0 days	Tue 3/5/24	Tue 3/5/24
6	Hazardous Building Material Survey Received	0 days	Fri 2/13/26	Fri 2/13/26
7	**Rennovation**	**382 days**	**Mon 6/22/26**	**Tue 12/28/27**
8	Rennovation Mobilization	0 days	Mon 6/22/26	Mon 6/22/26
9	Rennovation Site Complete	0 days	Tue 12/28/27	Tue 12/28/27
10	Police Department Renovation Substantial Completion (Areas A	0 days	Mon 3/1/27	Mon 3/1/27
11	Courts Renovation Substantial Completion (Areas C & D)	0 days	Tue 11/30/27	Tue 11/30/27
12	**New City Hall**	**416 days**	**Thu 4/30/26**	**Tue 12/21/27**
13	New City Hall Mobilization	0 days	Thu 4/30/26	Thu 4/30/26
14	New City Hall Foundation Complete	0 days	Tue 8/11/26	Tue 8/11/26
15	New City Hall Structure Complete	0 days	Fri 10/2/26	Fri 10/2/26
16	New City Hall Site Complete	0 days	Tue 12/8/26	Tue 12/8/26
17	New City Hall Permanent Power	0 days	Wed 3/10/27	Wed 3/10/27
18	New City Hall Environmental Controls Running	0 days	Wed 3/10/27	Wed 3/10/27
19	New City Hall Building Dry-In	0 days	Thu 4/15/27	Thu 4/15/27
20	New City Hall Envelope Complete	0 days	Thu 5/20/27	Thu 5/20/27
21	New City Hall Commissioning Complete	0 days	Wed 5/26/27	Wed 5/26/27
22	New City Hall Substantial Completion	0 days	Thu 6/3/27	Thu 6/3/27
23	Start 60-Day Close-Out	0 days	Fri 9/3/27	Fri 9/3/27
24	Project Complete	0 days	Tue 12/21/27	Tue 12/21/27
25	**CE Milestones**	**0 days**	**Wed 1/1/25**	**Wed 1/1/25**
47	**Pre-Award (Owner and Regulatory Activities)**	**546 days**	**Thu 2/15/24**	**Wed 4/1/26**
55	**Design**	**425 days**	**Mon 1/29/24**	**Thu 9/18/25**
66	**Pre-Construction**	**532 days**	**Mon 2/5/24**	**Mon 3/2/26**
80	**Permitting**	**80 days**	**Mon 1/5/26**	**Fri 4/24/26**
83	**Procurement**	**743 days**	**Wed 3/6/24**	**Tue 2/2/27**
159	**Construction**	**369 days**	**Wed 4/1/26**	**Tue 12/28/27**
160	**PD and Municipal Court Renovations**	**335 days**	**Mon 6/1/26**	**Tue 12/28/27**
161	**Existing PD and Court Site**	**332 days**	**Thu 6/4/26**	**Tue 12/28/27**
162	**Logistics**	**275 days**	**Thu 6/4/26**	**Tue 7/6/27**
163	Temporary Fencing	5 days	Fri 6/25/27	Thu 7/1/27
164	Wayfinding	2 days	Fri 7/2/27	Tue 7/6/27
165	Make Safe	5 days	Thu 6/4/26	Wed 6/10/26
166	**North Paving**	**36 days**	**Fri 7/2/27**	**Tue 8/31/27**
167	North Paving - Demo Existing	3 days	Fri 7/2/27	Wed 7/7/27



Task
Critical
Near Critical

Prairie Village Municipal Complex Improvements
Wed 4/1/26
Page: 1/10

McCOWNGORDON CONSTRUCTION

ID	Task Name	Duration	Start	Finish
168	North Paving - Adjust Gas Meter	2 days	Thu 7/8/27	Mon 7/12/27
169	North Paving - Adjust Electrical Boxes	2 days	Thu 7/8/27	Mon 7/12/27
170	North Paving - Grading	3 days	Tue 7/13/27	Thu 7/15/27
171	North Paving - Storm & Panel Drains	6 days	Mon 7/19/27	Tue 7/27/27
172	North Paving - Retaining Wall	10 days	Mon 7/19/27	Mon 8/2/27
173	North Paving - Retaining Wall Cure Time	7 days	Tue 8/3/27	Mon 8/9/27
174	North Paving - Chainlink Fencing	4 days	Tue 8/3/27	Mon 8/9/27
175	North Paving - Concrete Sidewalk	3 days	Tue 8/3/27	Thu 8/5/27
176	North Paving - Synthetic Turf	6 days	Mon 8/9/27	Tue 8/17/27
177	North Paving - Decorative Metal Screen	10 days	Tue 8/10/27	Wed 8/25/27
178	North Paving - Site Lighting	4 days	Thu 8/26/27	Tue 8/31/27
179	**Secure Parking**	**45 days**	**Thu 7/8/27**	**Tue 9/21/27**
180	Secure Parking - Demo Existing Parking Lot	3 days	Thu 7/8/27	Tue 7/13/27
181	Secure Parking - Storm (Includes Storm Line 110)	10 days	Wed 7/14/27	Thu 7/29/27
182	Secure Parking - Water	2 days	Fri 7/30/27	Mon 8/2/27
183	Secure Parking - Electrical	2 days	Fri 7/30/27	Mon 8/2/27
184	Secure Parking - Grading	5 days	Tue 8/3/27	Tue 8/10/27
185	Secure Parking - Canopy Foundations	4 days	Wed 8/11/27	Tue 8/17/27
186	Secure Parking - Curb & Gutter	4 days	Wed 8/18/27	Tue 8/24/27
187	Secure Parking - Asphalt	2 days	Wed 8/25/27	Thu 8/26/27
188	Secure Parking - Erect Canopy Structure	10 days	Fri 8/27/27	Mon 9/13/27
189	Secure Parking - Fencing	5 days	Fri 8/27/27	Thu 9/2/27
190	Secure Parking - Striping	2 days	Tue 9/14/27	Wed 9/15/27
191	Secure Parking - Site Electrical & Lighting	3 days	Thu 9/16/27	Tue 9/21/27
192	**South Parking (Coordination w/ City on Parking)**	**25 days**	**Fri 9/3/27**	**Thu 10/14/27**
193	South Parking - Demo	2 days	Fri 9/3/27	Tue 9/7/27
194	South Parking - Trash Enclosure Foundations & Bollards	3 days	Wed 9/8/27	Mon 9/13/27
195	South Parking - Grading	2 days	Tue 9/14/27	Wed 9/15/27
196	South Parking - Curb & Gutter	4 days	Thu 9/16/27	Wed 9/22/27
197	South Parking - Sidewalk	5 days	Thu 9/23/27	Thu 9/30/27
198	South Parking - Paving	3 days	Fri 10/1/27	Tue 10/5/27
199	South Parking - Asphalt	1 day	Wed 10/6/27	Wed 10/6/27
200	South Parking - Erect Trash Enclosure	2 days	Thu 10/7/27	Mon 10/11/27
201	South Parking - Striping & Signage	1 day	Tue 10/12/27	Tue 10/12/27
202	South Parking - Site Lighting	2 days	Wed 10/13/27	Thu 10/14/27
203	**Sidewalks & Landscaping**	**44 days**	**Wed 10/13/27**	**Tue 12/28/27**
204	Sidewalks - Demo	5 days	Wed 10/13/27	Tue 10/19/27
205	Sidewalks - Lower Gas	2 days	Wed 10/20/27	Thu 10/21/27
206	Sidewalks - Lower Electrical/Rough-In Site Lighting	3 days	Mon 10/25/27	Wed 10/27/27
207	Sidewalks - Grading	10 days	Wed 10/20/27	Wed 11/3/27



Task
Critical
Near Critical

Prairie Village Municipal Complex Improvements
Wed 4/1/26
Page: 2/10

McCOWNGORDON CONSTRUCTION

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

ID	Task Name	Duration	Start	Finish
208	Sidewalks - Curb & Gutter	3 days	Thu 11/4/27	Tue 11/9/27
209	Sidewalks - North Sidewalks	6 days	Wed 11/10/27	Thu 11/18/27
210	Sidewalks - Grass Pavers	3 days	Fri 11/19/27	Tue 11/23/27
211	Sidewalks - North Asphalt Paving & Striping	2 days	Fri 11/19/27	Mon 11/22/27
212	Sidewalks - Middle Sidewalks	2 days	Fri 11/19/27	Mon 11/22/27
213	Sidewalks - South Sidewalks	8 days	Tue 11/23/27	Tue 12/7/27
214	Sidewalks - Site Electrical	5 days	Wed 12/8/27	Wed 12/15/27
215	Sidewalks - All Areas Landscaping & Irrigation	5 days	Thu 12/16/27	Tue 12/28/27
216	**Existing PD and Court Interior Rough-In**	**329 days**	**Mon 6/1/26**	**Thu 9/16/27**
217	**Area B**	**145 days**	**Thu 6/11/26**	**Fri 1/8/27**
218	**Area B - First Level - Police Department Evidence**	**66 days**	**Thu 6/11/26**	**Mon 9/14/26**
219	B1 - Demo	8 days	Thu 6/11/26	Mon 6/22/26
220	B1 - Structural Bracing of Existing Slab - Evidence Locker	3 days	Tue 6/23/26	Thu 6/25/26
221	B1 - Misc Structural Metal	3 days	Fri 6/26/26	Tue 6/30/26
222	B1 - New Concrete Curb	3 days	Fri 6/26/26	Tue 6/30/26
223	B1 - Curb Cure Time	7 days	Wed 7/1/26	Fri 7/10/26
224	B1 - Rough In - High Density Mobile Storage	2 days	Mon 7/13/26	Tue 7/14/26
225	B1 - New 6" Slab	4 days	Wed 7/15/26	Mon 7/20/26
226	B1 - 6" Slab Cure Time	7 days	Tue 7/21/26	Wed 7/29/26
227	B1 - Infill Exterior Walls	8 days	Tue 6/23/26	Thu 7/2/26
228	B1 - Glass & Glazing	3 days	Tue 6/23/26	Thu 6/25/26
229	B1 - Install Coiling Overhead Door	2 days	Mon 7/6/26	Tue 7/7/26
230	B1 - Metal Stud Framing & Set Door Frames	8 days	Thu 7/30/26	Mon 8/10/26
231	B1 - Ductwork Rough-In	7 days	Tue 8/11/26	Wed 8/19/26
232	B1 - Electrical Rough-In	8 days	Thu 8/13/26	Mon 8/24/26
233	B1 - Plumbing Rough-In	2 days	Mon 8/17/26	Tue 8/18/26
234	B1 - Fire Protection Rough-In	2 days	Tue 8/18/26	Wed 8/19/26
235	B1 - In-Wall Blocking	2 days	Tue 8/25/26	Wed 8/26/26
236	B1 - Frame Hardlids	4 days	Tue 9/1/26	Fri 9/4/26
237	B1 - Electrical Hardlid Rough-In	2 days	Tue 9/8/26	Wed 9/9/26
238	B1 - Mechanical Hardlid Rough-In	2 days	Thu 9/10/26	Fri 9/11/26
239	B1 - Hardlid Inspection	1 day	Mon 9/14/26	Mon 9/14/26
240	**Area B - Lower Level - Police Department Exercise Room**	**40 days**	**Mon 11/9/26**	**Fri 1/8/27**
241	BL - Demo	5 days	Mon 11/9/26	Fri 11/13/26
242	BL - Underslab Plumbing Rough-In	7 days	Mon 11/16/26	Tue 11/24/26
243	BL - Slab on Grade Pour Back	2 days	Wed 11/25/26	Mon 11/30/26
244	BL - Concrete Cure Time	7 days	Tue 12/1/26	Mon 12/7/26
245	BL - Metal Stud Framing & Set Door Frames	2 days	Tue 12/8/26	Wed 12/9/26
246	BL - Ductwork Rough-In	7 days	Thu 12/10/26	Fri 12/18/26
247	BL - Electrical Rough-In	8 days	Mon 12/14/26	Wed 12/23/26



Task
Critical
Near Critical

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

ID	Task Name	Duration	Start	Finish
248	BL - Plumbing Rough-In	2 days	Wed 12/16/26	Thu 12/17/26
249	BL - Fire Protection Rough-In	2 days	Thu 12/17/26	Fri 12/18/26
250	BL - In-Wall Blocking	2 days	Mon 12/28/26	Tue 12/29/26
251	BL - Frame Hardlids	2 days	Mon 1/4/27	Tue 1/5/27
252	BL - Electrical Hardlid Rough-In	1 day	Wed 1/6/27	Wed 1/6/27
253	BL - Mechanical Hardlid Rough-In	1 day	Thu 1/7/27	Thu 1/7/27
254	BL - Hardlid Inspection	1 day	Fri 1/8/27	Fri 1/8/27
255	**Area A**	**141 days**	**Mon 6/1/26**	**Fri 12/18/26**
256	**Area A - First Level - Police Department**	**56 days**	**Mon 6/1/26**	**Tue 8/18/26**
257	2026 World Cup	34 days	Mon 6/1/26	Fri 7/17/26
258	A1 - Demo	3 days	Mon 7/20/26	Wed 7/22/26
259	A1 - Metal Stud Framing & Set Door Frames	3 days	Thu 7/23/26	Mon 7/27/26
260	A1 - Ductwork Rough-In	5 days	Tue 7/28/26	Mon 8/3/26
261	A1 - Electrical Rough-In	6 days	Thu 7/30/26	Thu 8/6/26
262	A1 - Plumbing Rough-In	2 days	Mon 8/3/26	Tue 8/4/26
263	A1 - Fire Protection Rough-In	2 days	Tue 8/4/26	Wed 8/5/26
264	A1 - In-Wall Blocking	1 day	Fri 8/7/26	Fri 8/7/26
265	A1 - Frame Hardlids	2 days	Wed 8/12/26	Thu 8/13/26
266	A1 - Electrical Hardlid Rough-In	1 day	Fri 8/14/26	Fri 8/14/26
267	A1 - Mechanical Hardlid Rough-In	1 day	Mon 8/17/26	Mon 8/17/26
268	A1 - Hardlid Inspection	1 day	Tue 8/18/26	Tue 8/18/26
269	**Area A - Lower Level - Police Department**	**36 days**	**Wed 10/28/26**	**Fri 12/18/26**
270	AL - Demo	8 days	Wed 10/28/26	Fri 11/6/26
271	AL - Infill Slab	4 days	Mon 11/9/26	Thu 11/12/26
272	AL - Metal Stud Framing & Set Door Frames	7 days	Wed 11/11/26	Thu 11/19/26
273	AL - Ductwork Rough-In	7 days	Fri 11/20/26	Wed 12/2/26
274	AL - Electrical Rough-In	8 days	Tue 11/24/26	Mon 12/7/26
275	AL - Plumbing Rough-In	2 days	Mon 11/30/26	Tue 12/1/26
276	AL - Fire Protection Rough-In	2 days	Tue 12/1/26	Wed 12/2/26
277	AL - In-Wall Blocking	2 days	Tue 12/8/26	Wed 12/9/26
278	AL - Frame Hardlids	1 day	Tue 12/15/26	Tue 12/15/26
279	AL - Electrical Hardlid Rough-In	1 day	Wed 12/16/26	Wed 12/16/26
280	AL - Mechanical Hardlid Rough-In	1 day	Thu 12/17/26	Thu 12/17/26
281	AL - Hardlid Inspection	1 day	Fri 12/18/26	Fri 12/18/26
282	**Area C**	**36 days**	**Fri 6/25/27**	**Mon 8/16/27**
283	**Area C - First Level - Court Administrative**	**36 days**	**Fri 6/25/27**	**Mon 8/16/27**
284	C1 - Demo	6 days	Fri 6/25/27	Fri 7/2/27
285	C1 - Replace Existing Exterior Storefront	3 days	Tue 7/6/27	Thu 7/8/27
286	C1 - Metal Stud Framing & Set Door Frames	4 days	Fri 7/9/27	Wed 7/14/27
287	C1 - Ductwork Rough-In	7 days	Thu 7/15/27	Fri 7/23/27



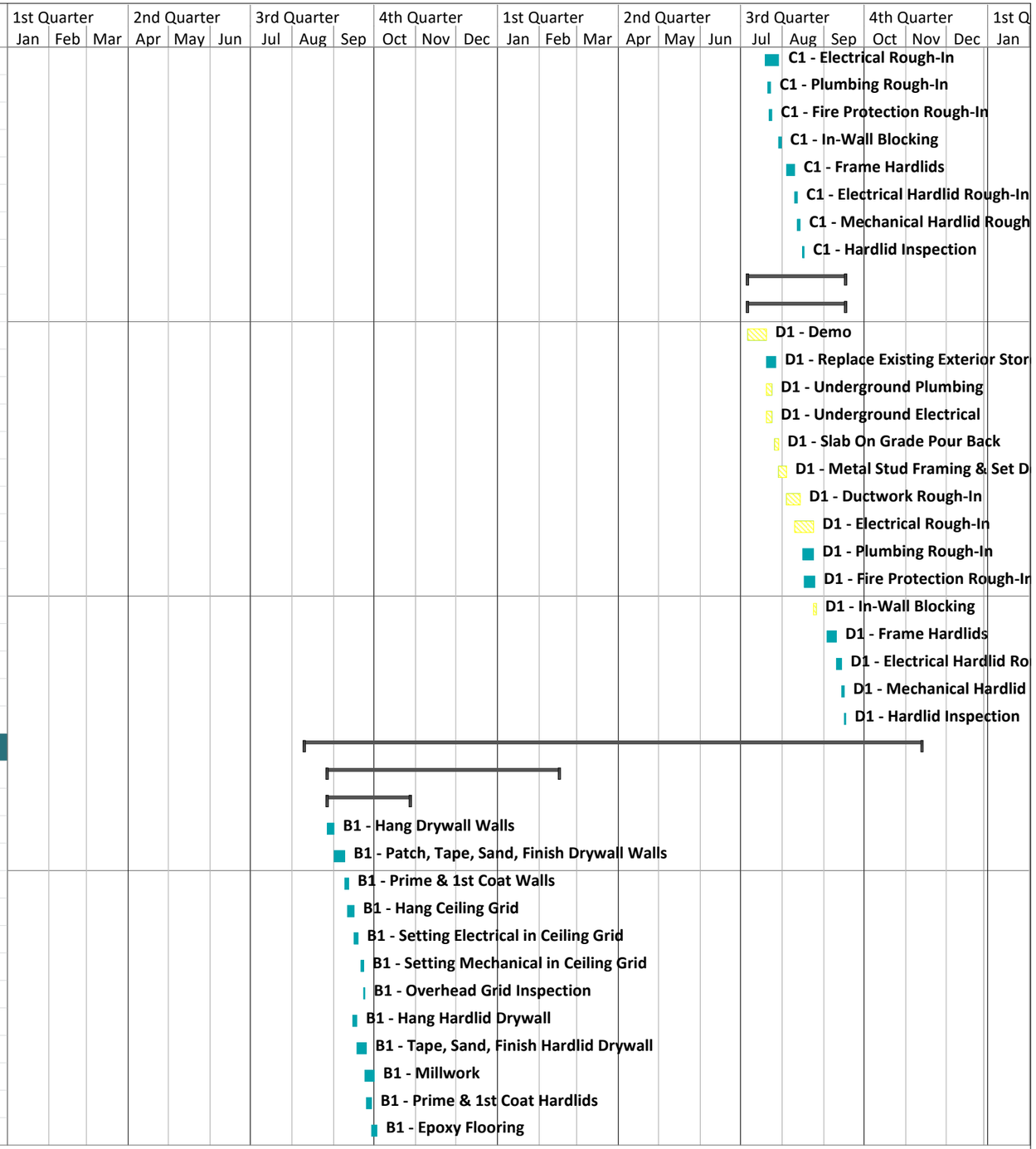
Task
Critical
Near Critical

Prairie Village Municipal Complex Improvements
Wed 4/1/26
Page: 4/10

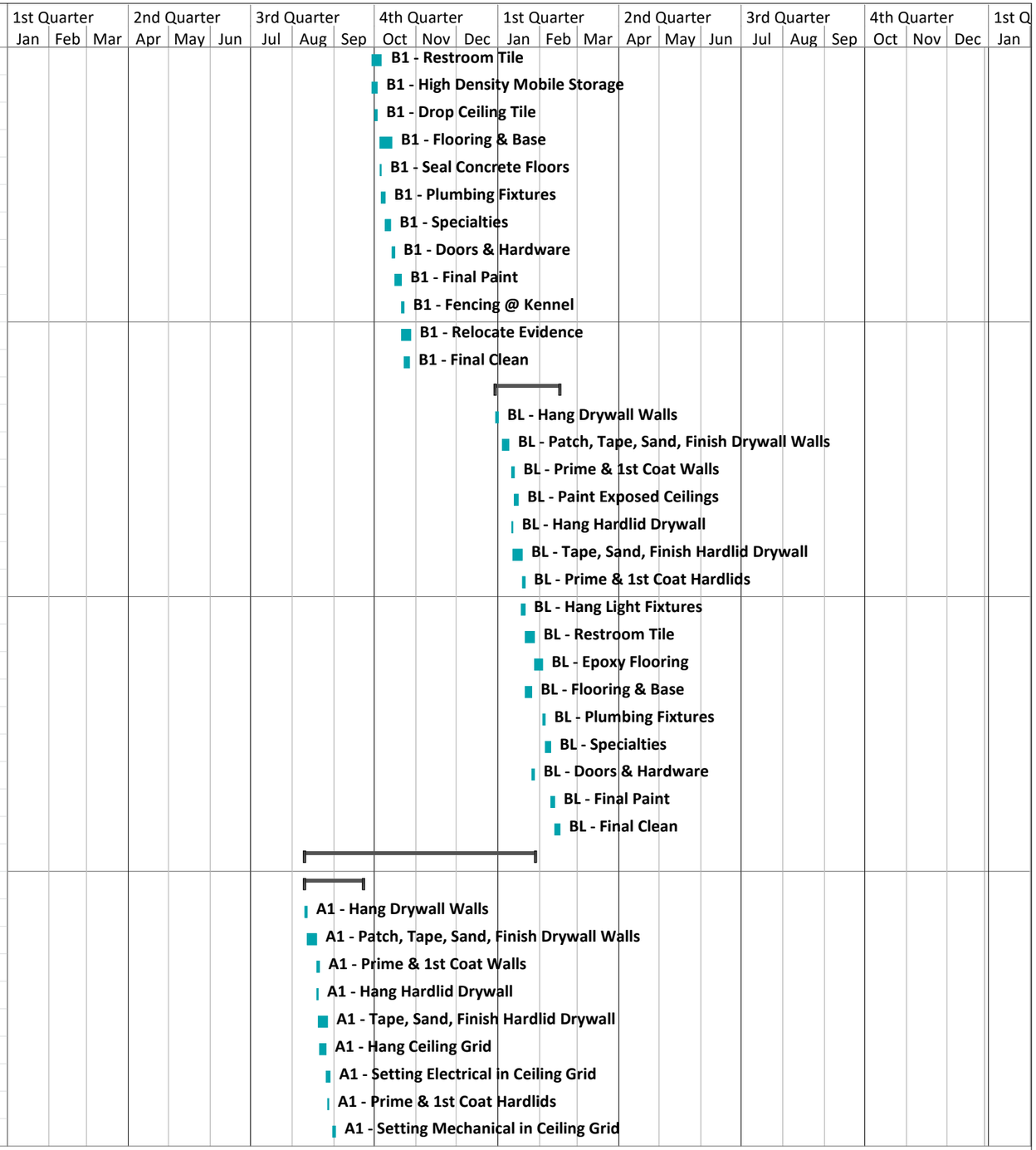
McCOWNGORDON CONSTRUCTION

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

ID	Task Name	Duration	Start	Finish
288	C1 - Electrical Rough-In	8 days	Mon 7/19/27	Wed 7/28/27
289	C1 - Plumbing Rough-In	2 days	Wed 7/21/27	Thu 7/22/27
290	C1 - Fire Protection Rough-In	2 days	Thu 7/22/27	Fri 7/23/27
291	C1 - In-Wall Blocking	2 days	Thu 7/29/27	Fri 7/30/27
292	C1 - Frame Hardlids	4 days	Wed 8/4/27	Mon 8/9/27
293	C1 - Electrical Hardlid Rough-In	2 days	Tue 8/10/27	Wed 8/11/27
294	C1 - Mechanical Hardlid Rough-In	2 days	Thu 8/12/27	Fri 8/13/27
295	C1 - Hardlid Inspection	1 day	Mon 8/16/27	Mon 8/16/27
296	**Area D**	**52 days**	**Tue 7/6/27**	**Thu 9/16/27**
297	**Area D - First Level - Courts**	**52 days**	**Tue 7/6/27**	**Thu 9/16/27**
298	D1 - Demo	10 days	Tue 7/6/27	Mon 7/19/27
299	D1 - Replace Existing Exterior Storefront	5 days	Tue 7/20/27	Mon 7/26/27
300	D1 - Underground Plumbing	4 days	Tue 7/20/27	Fri 7/23/27
301	D1 - Underground Electrical	4 days	Tue 7/20/27	Fri 7/23/27
302	D1 - Slab On Grade Pour Back	3 days	Mon 7/26/27	Wed 7/28/27
303	D1 - Metal Stud Framing & Set Door Frames	4 days	Thu 7/29/27	Tue 8/3/27
304	D1 - Ductwork Rough-In	8 days	Wed 8/4/27	Fri 8/13/27
305	D1 - Electrical Rough-In	10 days	Tue 8/10/27	Mon 8/23/27
306	D1 - Plumbing Rough-In	6 days	Mon 8/16/27	Mon 8/23/27
307	D1 - Fire Protection Rough-In	6 days	Tue 8/17/27	Tue 8/24/27
308	D1 - In-Wall Blocking	2 days	Tue 8/24/27	Wed 8/25/27
309	D1 - Frame Hardlids	4 days	Fri 9/3/27	Thu 9/9/27
310	D1 - Electrical Hardlid Rough-In	2 days	Fri 9/10/27	Mon 9/13/27
311	D1 - Mechanical Hardlid Rough-In	2 days	Tue 9/14/27	Wed 9/15/27
312	D1 - Hardlid Inspection	1 day	Thu 9/16/27	Thu 9/16/27
313	**Existing PD and Court Finishes**	**321 days**	**Mon 8/10/26**	**Fri 11/12/27**
314	**Area B**	**117 days**	**Thu 8/27/26**	**Mon 2/15/27**
315	**Area B - First Level - Police Department Evidence**	**43 days**	**Thu 8/27/26**	**Tue 10/27/26**
316	B1 - Hang Drywall Walls	3 days	Thu 8/27/26	Mon 8/31/26
317	B1 - Patch, Tape, Sand, Finish Drywall Walls	5 days	Tue 9/1/26	Tue 9/8/26
318	B1 - Prime & 1st Coat Walls	3 days	Wed 9/9/26	Fri 9/11/26
319	B1 - Hang Ceiling Grid	3 days	Fri 9/11/26	Tue 9/15/26
320	B1 - Setting Electrical in Ceiling Grid	3 days	Wed 9/16/26	Fri 9/18/26
321	B1 - Setting Mechanical in Ceiling Grid	2 days	Mon 9/21/26	Tue 9/22/26
322	B1 - Overhead Grid Inspection	1 day	Wed 9/23/26	Wed 9/23/26
323	B1 - Hang Hardlid Drywall	3 days	Tue 9/15/26	Thu 9/17/26
324	B1 - Tape, Sand, Finish Hardlid Drywall	5 days	Fri 9/18/26	Thu 9/24/26
325	B1 - Millwork	5 days	Thu 9/24/26	Wed 9/30/26
326	B1 - Prime & 1st Coat Hardlids	2 days	Fri 9/25/26	Mon 9/28/26
327	B1 - Epoxy Flooring	4 days	Tue 9/29/26	Fri 10/2/26



ID	Task Name	Duration	Start	Finish
328	B1 - Restroom Tile	5 days	Tue 9/29/26	Mon 10/5/26
329	B1 - High Density Mobile Storage	4 days	Tue 9/29/26	Fri 10/2/26
330	B1 - Drop Ceiling Tile	2 days	Thu 10/1/26	Fri 10/2/26
331	B1 - Flooring & Base	7 days	Mon 10/5/26	Tue 10/13/26
332	B1 - Seal Concrete Floors	1 day	Mon 10/5/26	Mon 10/5/26
333	B1 - Plumbing Fixtures	3 days	Tue 10/6/26	Thu 10/8/26
334	B1 - Specialties	2 days	Fri 10/9/26	Mon 10/12/26
335	B1 - Doors & Hardware	2 days	Wed 10/14/26	Thu 10/15/26
336	B1 - Final Paint	3 days	Fri 10/16/26	Tue 10/20/26
337	B1 - Fencing @ Kennel	2 days	Wed 10/21/26	Thu 10/22/26
338	B1 - Relocate Evidence	5 days	Wed 10/21/26	Tue 10/27/26
339	B1 - Final Clean	2 days	Fri 10/23/26	Mon 10/26/26
340	**Area B - Lower Level - Police Department Exercise Room**	**33 days**	**Wed 12/30/26**	**Mon 2/15/27**
341	BL - Hang Drywall Walls	2 days	Wed 12/30/26	Thu 12/31/26
342	BL - Patch, Tape, Sand, Finish Drywall Walls	5 days	Mon 1/4/27	Fri 1/8/27
343	BL - Prime & 1st Coat Walls	2 days	Mon 1/11/27	Tue 1/12/27
344	BL - Paint Exposed Ceilings	3 days	Wed 1/13/27	Fri 1/15/27
345	BL - Hang Hardlid Drywall	1 day	Mon 1/11/27	Mon 1/11/27
346	BL - Tape, Sand, Finish Hardlid Drywall	5 days	Tue 1/12/27	Mon 1/18/27
347	BL - Prime & 1st Coat Hardlids	2 days	Tue 1/19/27	Wed 1/20/27
348	BL - Hang Light Fixtures	3 days	Mon 1/18/27	Wed 1/20/27
349	BL - Restroom Tile	5 days	Thu 1/21/27	Wed 1/27/27
350	BL - Epoxy Flooring	4 days	Thu 1/28/27	Tue 2/2/27
351	BL - Flooring & Base	3 days	Thu 1/21/27	Mon 1/25/27
352	BL - Plumbing Fixtures	2 days	Wed 2/3/27	Thu 2/4/27
353	BL - Specialties	2 days	Fri 2/5/27	Mon 2/8/27
354	BL - Doors & Hardware	2 days	Tue 1/26/27	Wed 1/27/27
355	BL - Final Paint	3 days	Tue 2/9/27	Thu 2/11/27
356	BL - Final Clean	2 days	Fri 2/12/27	Mon 2/15/27
357	**Area A**	**118 days**	**Mon 8/10/26**	**Thu 1/28/27**
358	**Area A - First Level - Police Department**	**31 days**	**Mon 8/10/26**	**Tue 9/22/26**
359	A1 - Hang Drywall Walls	2 days	Mon 8/10/26	Tue 8/11/26
360	A1 - Patch, Tape, Sand, Finish Drywall Walls	5 days	Wed 8/12/26	Tue 8/18/26
361	A1 - Prime & 1st Coat Walls	2 days	Wed 8/19/26	Thu 8/20/26
362	A1 - Hang Hardlid Drywall	1 day	Wed 8/19/26	Wed 8/19/26
363	A1 - Tape, Sand, Finish Hardlid Drywall	5 days	Thu 8/20/26	Wed 8/26/26
364	A1 - Hang Ceiling Grid	3 days	Fri 8/21/26	Tue 8/25/26
365	A1 - Setting Electrical in Ceiling Grid	3 days	Wed 8/26/26	Fri 8/28/26
366	A1 - Prime & 1st Coat Hardlids	1 day	Thu 8/27/26	Thu 8/27/26
367	A1 - Setting Mechanical in Ceiling Grid	2 days	Mon 8/31/26	Tue 9/1/26



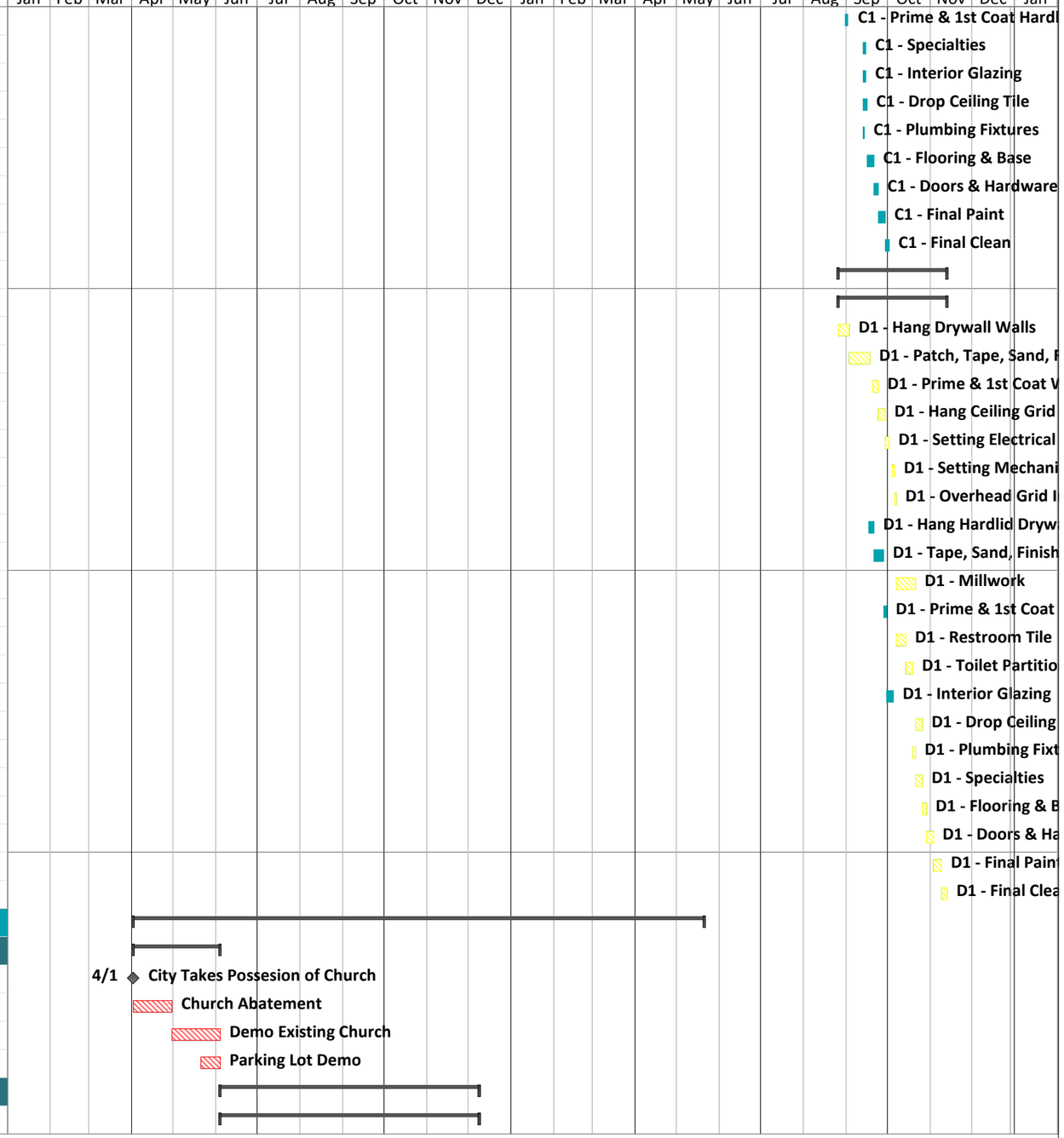
Task
Critical
Near Critical

ID	Task Name	Duration	Start	Finish
368	A1 - Overhead Grid Inspection	1 day	Wed 9/2/26	Wed 9/2/26
369	A1 - Millwork	3 days	Thu 9/3/26	Tue 9/8/26
370	A1 - Drop Ceiling Tile	2 days	Wed 9/9/26	Thu 9/10/26
371	A1 - Flooring & Base	2 days	Fri 9/11/26	Mon 9/14/26
372	A1 - Doors & Hardware	2 days	Tue 9/15/26	Wed 9/16/26
373	A1 - Final Paint	3 days	Thu 9/17/26	Mon 9/21/26
374	A1 - Final Clean	1 day	Tue 9/22/26	Tue 9/22/26
375	**Area A - Lower Level - Police Department**	**33 days**	**Thu 12/10/26**	**Thu 1/28/27**
376	AL - Hang Drywall Walls	3 days	Thu 12/10/26	Mon 12/14/26
377	AL - Patch, Tape, Sand, Finish Drywall Walls	5 days	Tue 12/15/26	Mon 12/21/26
378	AL - Hang Hardlid Drywall	1 day	Mon 12/21/26	Mon 12/21/26
379	AL - Tape, Sand, Finish Hardlid Drywall	5 days	Tue 12/22/26	Wed 12/30/26
380	AL - Prime & 1st Coat Walls	3 days	Tue 12/22/26	Mon 12/28/26
381	AL - Hang Ceiling Grid	2 days	Tue 12/29/26	Wed 12/30/26
382	AL - Setting Electrical in Ceiling Grid	2 days	Thu 12/31/26	Mon 1/4/27
383	AL - Prime & 1st Coat Hardlids	1 day	Thu 12/31/26	Thu 12/31/26
384	AL - Restroom Tile	5 days	Mon 1/4/27	Fri 1/8/27
385	AL - Setting Mechanical in Ceiling Grid	2 days	Tue 1/5/27	Wed 1/6/27
386	AL - Overhead Grid Inspection	1 day	Thu 1/7/27	Thu 1/7/27
387	AL - Millwork	3 days	Fri 1/8/27	Tue 1/12/27
388	AL - Epoxy Flooring	4 days	Mon 1/11/27	Thu 1/14/27
389	AL - Drop Ceiling Tile	2 days	Wed 1/13/27	Thu 1/14/27
390	AL - Flooring & Base	3 days	Fri 1/15/27	Tue 1/19/27
391	AL - Plumbing Fixtures	2 days	Fri 1/15/27	Mon 1/18/27
392	AL - Specialties	2 days	Tue 1/19/27	Wed 1/20/27
393	AL - Doors & Hardware	2 days	Wed 1/20/27	Thu 1/21/27
394	AL - Final Paint	3 days	Fri 1/22/27	Tue 1/26/27
395	AL - Final Clean	2 days	Wed 1/27/27	Thu 1/28/27
396	**Area C**	**44 days**	**Mon 8/2/27**	**Fri 10/1/27**
397	**Area C - First Level - Court Administrative**	**44 days**	**Mon 8/2/27**	**Fri 10/1/27**
398	C1 - Hang Drywall Walls	2 days	Mon 8/2/27	Tue 8/3/27
399	C1 - Patch, Tape, Sand, Finish Drywall Walls	5 days	Wed 8/4/27	Tue 8/10/27
400	C1 - Prime & 1st Coat Walls	4 days	Wed 8/11/27	Mon 8/16/27
401	C1 - Hang Ceiling Grid	3 days	Tue 8/17/27	Thu 8/19/27
402	C1 - Setting Electrical in Ceiling Grid	2 days	Fri 8/20/27	Mon 8/23/27
403	C1 - Setting Mechanical in Ceiling Grid	2 days	Tue 8/24/27	Wed 8/25/27
404	C1 - Overhead Grid Inspection	1 day	Thu 8/26/27	Thu 8/26/27
405	C1 - Hang Hardlid Drywall	3 days	Tue 8/17/27	Thu 8/19/27
406	C1 - Tape, Sand, Finish Hardlid Drywall	7 days	Fri 8/20/27	Mon 8/30/27
407	C1 - Millwork	10 days	Fri 8/27/27	Fri 9/10/27



Task
Critical
Near Critical

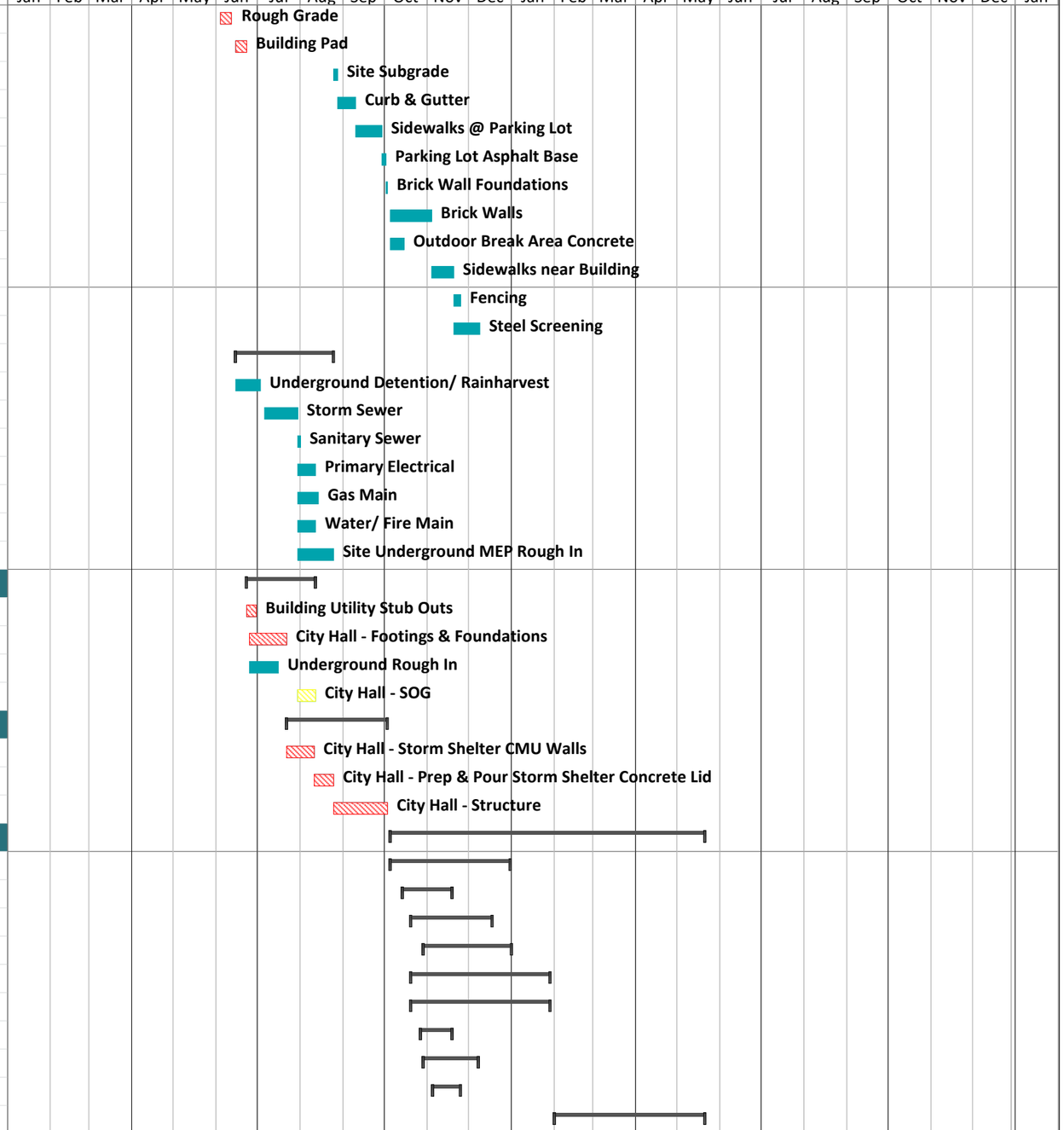
ID	Task Name	Duration	Start	Finish
408	C1 - Prime & 1st Coat Hardlids	2 days	Tue 8/31/27	Wed 9/1/27
409	C1 - Specialties	2 days	Mon 9/13/27	Tue 9/14/27
410	C1 - Interior Glazing	2 days	Mon 9/13/27	Tue 9/14/27
411	C1 - Drop Ceiling Tile	3 days	Mon 9/13/27	Wed 9/15/27
412	C1 - Plumbing Fixtures	1 day	Mon 9/13/27	Mon 9/13/27
413	C1 - Flooring & Base	3 days	Thu 9/16/27	Mon 9/20/27
414	C1 - Doors & Hardware	3 days	Tue 9/21/27	Thu 9/23/27
415	C1 - Final Paint	3 days	Fri 9/24/27	Tue 9/28/27
416	C1 - Final Clean	3 days	Wed 9/29/27	Fri 10/1/27
417	**Area D**	**56 days**	**Thu 8/26/27**	**Fri 11/12/27**
418	**Area D - First Level - Courts**	**56 days**	**Thu 8/26/27**	**Fri 11/12/27**
419	D1 - Hang Drywall Walls	6 days	Thu 8/26/27	Thu 9/2/27
420	D1 - Patch, Tape, Sand, Finish Drywall Walls	10 days	Fri 9/3/27	Fri 9/17/27
421	D1 - Prime & 1st Coat Walls	4 days	Mon 9/20/27	Thu 9/23/27
422	D1 - Hang Ceiling Grid	3 days	Fri 9/24/27	Tue 9/28/27
423	D1 - Setting Electrical in Ceiling Grid	3 days	Wed 9/29/27	Fri 10/1/27
424	D1 - Setting Mechanical in Ceiling Grid	2 days	Mon 10/4/27	Tue 10/5/27
425	D1 - Overhead Grid Inspection	1 day	Wed 10/6/27	Wed 10/6/27
426	D1 - Hang Hardlid Drywall	2 days	Fri 9/17/27	Mon 9/20/27
427	D1 - Tape, Sand, Finish Hardlid Drywall	5 days	Tue 9/21/27	Mon 9/27/27
428	D1 - Millwork	10 days	Thu 10/7/27	Wed 10/20/27
429	D1 - Prime & 1st Coat Hardlids	2 days	Tue 9/28/27	Wed 9/29/27
430	D1 - Restroom Tile	5 days	Thu 10/7/27	Wed 10/13/27
431	D1 - Toilet Partitions	3 days	Thu 10/14/27	Mon 10/18/27
432	D1 - Interior Glazing	3 days	Thu 9/30/27	Mon 10/4/27
433	D1 - Drop Ceiling Tile	3 days	Thu 10/21/27	Mon 10/25/27
434	D1 - Plumbing Fixtures	2 days	Tue 10/19/27	Wed 10/20/27
435	D1 - Specialties	3 days	Thu 10/21/27	Mon 10/25/27
436	D1 - Flooring & Base	3 days	Tue 10/26/27	Thu 10/28/27
437	D1 - Doors & Hardware	3 days	Fri 10/29/27	Tue 11/2/27
438	D1 - Final Paint	4 days	Wed 11/3/27	Mon 11/8/27
439	D1 - Final Clean	4 days	Tue 11/9/27	Fri 11/12/27
440	**New City Hall**	**288 days**	**Wed 4/1/26**	**Thu 5/20/27**
441	**Church Demolition**	**37 days**	**Wed 4/1/26**	**Wed 6/3/26**
442	City Takes Possesion of Church	0 days	Wed 4/1/26	Wed 4/1/26
443	Church Abatement	20 days	Thu 4/2/26	Wed 4/29/26
444	Demo Existing Church	20 days	Thu 4/30/26	Wed 6/3/26
445	Parking Lot Demo	8 days	Thu 5/21/26	Wed 6/3/26
446	**New City Hall Site**	**112 days**	**Thu 6/4/26**	**Tue 12/8/26**
447	**Site Work**	**112 days**	**Thu 6/4/26**	**Tue 12/8/26**



Task
Critical
Near Critical

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

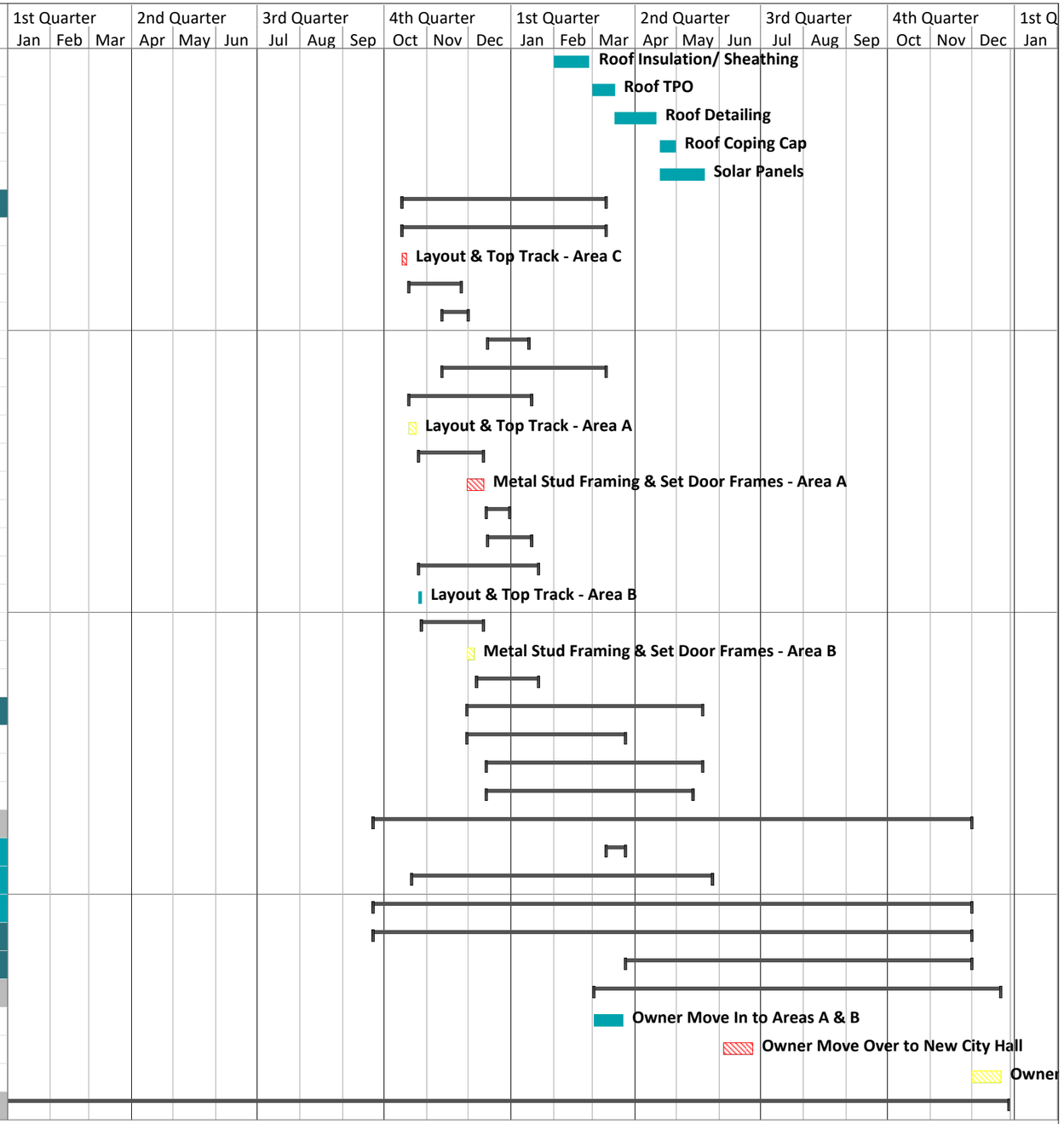
ID	Task Name	Duration	Start	Finish
448	Rough Grade	5 days	Thu 6/4/26	Thu 6/11/26
449	Building Pad	5 days	Mon 6/15/26	Mon 6/22/26
450	Site Subgrade	3 days	Tue 8/25/26	Thu 8/27/26
451	Curb & Gutter	8 days	Fri 8/28/26	Wed 9/9/26
452	Sidewalks @ Parking Lot	10 days	Thu 9/10/26	Mon 9/28/26
453	Parking Lot Asphalt Base	3 days	Tue 9/29/26	Thu 10/1/26
454	Brick Wall Foundations	1 day	Fri 10/2/26	Fri 10/2/26
455	Brick Walls	20 days	Mon 10/5/26	Tue 11/3/26
456	Outdoor Break Area Concrete	7 days	Mon 10/5/26	Wed 10/14/26
457	Sidewalks near Building	10 days	Wed 11/4/26	Thu 11/19/26
458	Fencing	3 days	Fri 11/20/26	Tue 11/24/26
459	Steel Screening	10 days	Fri 11/20/26	Tue 12/8/26
460	**Utilities**	**42 days**	**Mon 6/15/26**	**Mon 8/24/26**
461	Underground Detention/ Rainharvest	12 days	Mon 6/15/26	Thu 7/2/26
462	Storm Sewer	15 days	Mon 7/6/26	Wed 7/29/26
463	Sanitary Sewer	2 days	Thu 7/30/26	Fri 7/31/26
464	Primary Electrical	8 days	Thu 7/30/26	Tue 8/11/26
465	Gas Main	10 days	Thu 7/30/26	Thu 8/13/26
466	Water/ Fire Main	8 days	Thu 7/30/26	Tue 8/11/26
467	Site Underground MEP Rough In	15 days	Thu 7/30/26	Mon 8/24/26
468	**New City Hall Foundations**	**30 days**	**Tue 6/23/26**	**Tue 8/11/26**
469	Building Utility Stub Outs	4 days	Tue 6/23/26	Mon 6/29/26
470	City Hall - Footings & Foundations	15 days	Thu 6/25/26	Tue 7/21/26
471	Underground Rough In	12 days	Thu 6/25/26	Wed 7/15/26
472	City Hall - SOG	8 days	Thu 7/30/26	Tue 8/11/26
473	**New City Hall Structure**	**45 days**	**Wed 7/22/26**	**Fri 10/2/26**
474	City Hall - Storm Shelter CMU Walls	12 days	Wed 7/22/26	Mon 8/10/26
475	City Hall - Prep & Pour Storm Shelter Concrete Lid	8 days	Tue 8/11/26	Mon 8/24/26
476	City Hall - Structure	25 days	Tue 8/25/26	Fri 10/2/26
477	**New City Hall Enclosure**	**131 days**	**Mon 10/5/26**	**Thu 5/20/27**
478	**Envelope - North**	**51 days**	**Mon 10/5/26**	**Wed 12/30/26**
486	**Envelope - West**	**23 days**	**Wed 10/14/2(**	**Wed 11/18/26**
492	**Envelope - South**	**36 days**	**Tue 10/20/26**	**Thu 12/17/26**
499	**Envelope - East**	**36 days**	**Thu 10/29/26**	**Thu 12/31/26**
506	**Clerestory**	**56 days**	**Tue 10/20/26**	**Thu 1/28/27**
507	**North Elevation**	**56 days**	**Tue 10/20/26**	**Thu 1/28/27**
513	**East Elevation**	**15 days**	**Tue 10/27/26**	**Wed 11/18/26**
518	**South Elevation**	**23 days**	**Thu 10/29/26**	**Mon 12/7/26**
524	**West Elevation**	**12 days**	**Thu 11/5/26**	**Tue 11/24/26**
529	**Roof**	**65 days**	**Mon 2/1/27**	**Thu 5/20/27**



Task
Critical
Near Critical

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

ID	Task Name	Duration	Start	Finish
530	Roof Insulation/ Sheathing	15 days	Mon 2/1/27	Thu 2/25/27
531	Roof TPO	10 days	Mon 3/1/27	Tue 3/16/27
532	Roof Detailing	20 days	Wed 3/17/27	Thu 4/15/27
533	Roof Coping Cap	8 days	Mon 4/19/27	Thu 4/29/27
534	Solar Panels	20 days	Mon 4/19/27	Thu 5/20/27
535	**New City Hall Interior Rough-In**	**101 days**	**Wed 10/14/2(**	**Wed 3/10/27**
536	**Area C**	**101 days**	**Wed 10/14/2(**	**Wed 3/10/27**
537	Layout & Top Track - Area C	3 days	Wed 10/14/2(	Fri 10/16/26
538	**Overhead Rough-In - Area C**	**28 days**	**Mon 10/19/2(**	**Wed 11/25/26**
553	**In Wall Rough In - Area C**	**11 days**	**Thu 11/12/26**	**Mon 11/30/26**
558	**Hardlid Rough In - Area C**	**19 days**	**Tue 12/15/26**	**Wed 1/13/27**
565	**Mechanical Room Build Out - Area C**	**80 days**	**Thu 11/12/26**	**Wed 3/10/27**
568	**Area A**	**60 days**	**Mon 10/19/2(**	**Fri 1/15/27**
569	Layout & Top Track - Area A	5 days	Mon 10/19/2(	Fri 10/23/26
570	**Overhead Rough-In - Area A**	**33 days**	**Mon 10/26/2(**	**Fri 12/11/26**
584	Metal Stud Framing & Set Door Frames - Area A	10 days	Mon 11/30/2(	Fri 12/11/26
585	**In Wall Rough In - Area A**	**11 days**	**Mon 12/14/2(**	**Wed 12/30/26**
590	**Hardlid Rough-In - Area A**	**21 days**	**Tue 12/15/26**	**Fri 1/15/27**
597	**Area B**	**58 days**	**Mon 10/26/2(**	**Wed 1/20/27**
598	Layout & Top Track - Area B	2 days	Mon 10/26/2(	Tue 10/27/26
599	**Overhead Rough-In - Area B**	**31 days**	**Wed 10/28/2(**	**Fri 12/11/26**
614	Metal Stud Framing & Set Door Frames - Area B	5 days	Mon 11/30/2(	Fri 12/4/26
615	**In Wall Rough In - Area B**	**30 days**	**Mon 12/7/26**	**Wed 1/20/27**
627	**New City Hall Finishes**	**120 days**	**Mon 11/30/2(**	**Wed 5/19/27**
628	**Area C**	**80 days**	**Mon 11/30/2(**	**Wed 3/24/27**
658	**Area A**	**110 days**	**Mon 12/14/2(**	**Wed 5/19/27**
688	**Area B**	**105 days**	**Mon 12/14/2(**	**Wed 5/12/27**
708	**Close Out**	**300 days**	**Wed 9/23/26**	**Tue 11/30/27**
709	**Equipment Start-Up**	**10 days**	**Thu 3/11/27**	**Wed 3/24/27**
711	**Commissioning**	**151 days**	**Wed 10/21/2(**	**Wed 5/26/27**
720	**Punch List**	**300 days**	**Wed 9/23/26**	**Tue 11/30/27**
721	**PD and Municipal Court Renovations**	**300 days**	**Wed 9/23/26**	**Tue 11/30/27**
728	**New City Hall**	**174 days**	**Thu 3/25/27**	**Tue 11/30/27**
733	**Owner Activities**	**206 days**	**Tue 3/2/27**	**Tue 12/21/27**
734	Owner Move In to Areas A & B	15 days	Tue 3/2/27	Mon 3/22/27
735	Owner Move Over to New City Hall	15 days	Fri 6/4/27	Thu 6/24/27
736	Owner Move in to Areas C & D	15 days	Wed 12/1/27	Tue 12/21/27
737	**Weather Days**	**1090 days**	**Thu 1/2/25**	**Mon 12/27/27**



Task
Critical
Near Critical

Prairie Village Municipal Complex Improvements
Wed 4/1/26
Page: 10/10

McCOWNGORDON CONSTRUCTION

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWNGORDON CONSTRUCTION

Exhibit D

McCownGordon Construction Lump Sum Hourly Rate Schedule

PRAIRIE VILLAGE MUNICIPAL COMPLEX

Lump Sum Hourly Rates for Construction, Administration, & Supervision
February 1, 2026

PROJECT STAFF		RATE
Project Executive/Market Leader	$	180.00
Senior Project Manager	$	156.00
Project Manager	$	130.00
Senior Project Engineer	$	113.00
Project Engineer/Field Engineer - (regular)	$	96.00
Project Engineer/Field Engineer - (OT rate)	$	117.00
Project Coordinator - (regular)	$	83.00
Project Coordinator - (OT rate)	$	104.00
General Superintendent	$	185.00
Senior Superintendent	$	161.00
Superintendent	$	141.00
Field Superintendents - (regular time)	$	124.00
Field Superintendents - (OT rate)	$	145.00
Scheduling Services	$	128.00
Structural & Soils	$	158.00
MEP	$	158.00
VD&C	$	125.00
QA/QC	$	135.00
Project Accountant	$	75.00
Safety Director/Manager	$	148.00
Safety Engineer - (regular)	$	109.00
Safety Engineer - (OT Rate)	$	130.00
Logistics Center Technician (Drayage)	$	92.00
Field Craft Manager	$	130.00
General Carpenter Foreman	$	110.00
General Field Foreman	$	108.00
Carpenter Foreman - (regular time)	$	108.00
Carpenter Foreman - (OT rate)	$	142.00
Carpenter Foreman - (DT rate)	$	175.00
Carpenter - (regular time)	$	103.00
Carpenter - (OT rate)	$	133.00
Carpenter - (DT rate)	$	162.00
Operating Engineer (regular time) - PW Only	$	85.00
Operating Engineer (OT rate) - PW Only	$	106.00
Labor Foreman - (regular time)	$	79.00
Labor Foreman - (OT rate)	$	98.00
Labor Foreman - (DT rate)	$	116.00
Laborer - (regular time)	$	76.00
Laborer - (OT rate)	$	92.00
Laborer - (DT rate)	$	109.00

These rates are subject to change but by not more than 5% in a given six month period.

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWN GORDON CONSTRUCTION

Exhibit D

2026 Rental Rates for Contractors Equipment

DESCRIPTION	RENTAL RATE (28 Day Billing Cycle):
ALIMAK 7100-12 DUAL CAR MAN MATERIAL HOIST	Current Market Value
AIR COMPRESSOR	$50
AIR COMPRESSOR GAS TWIN TANK	$400
AIR CONDITIONING UNIT, PORTABLE 5 TON	$1,200
AIR CONDITIONING UNIT, 1 TON 110V	$100
ALL TERRAIN VEHICLE, 4 SEAT WITH CAB / HEAT	$1400
ALL TERRAIN VEHICLE, 4 SEAT	$700
ALL TERRAIN VEHICLE, 2 SEAT	$550
AUGER TWO PERSON GAS POWERED	$100
BLOWER HANDHELD	$50
BLOWER BACKPACK	$100
FAN BARREL 36"	$100
FAN FLOOR	$50
FUEL TANK BULK 60 GAL	$100
CART FLAT WOOD ROLLING	$125
CART METAL STUD	$200
CART SHEETROCK DOLLY	$125
CART ROOF (BALLOON TIRES)	$200
CART, PANEL WITH CARPET	$100
CHIPPING HAMMER, ELECTRIC	$100
CONCRETE MIXER ELECTRIC	$150
COUNTERTOP SEAMER (AUTOMATIC)	$150
CRANE MATERIAL BASKET	$400
CRANE 'SKIP' TRASH BOX	$500
DOOR JACK / DOLLY	$200
DEHUMIDIFIER 105 PINTS PER DAY	$500
DRILL CONCRETE CORE ½”-2”	$200
DRILL CONCRETE CORE 2”-16”	$500
EQUIPMENT MOVING DOLLY (Pair)	$400
EYE LEVEL	$200
FLOOR POLISHER 17"	$250
FLOOR SCRAPPER (SELF PROPELLED)	$2,200
FLOOR SCRUBBER, FACTORY CAT MAG HD 33”	$1,200
FLOOR SCRUBBER, FACTORY CAT MINI MAG 27”	$950
FLOOR SCRUBBER, FACTORY CAT RIDE ON 30”	$1950
FORKLIFT 5K	$1,400
GANG BOX SMALL CARPTNERS CART WITH ARMOR	$75
GANG BOX, STANDARD	$125
GANG BOX, LARGE PIANO OR CLAMSHELL	$200
GANG BOX, DATA VAULT	$300
GENERATOR, HONDA 2000W SUITCASE	$250
GENERATOR, HONDA 3000W -7000W	$400

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

GENERATOR, HONDA 10000W	$600
GROUND THAW	$8,000
GROUT PUMP	$100
GRINDER CONCRETE SURFACE 5”	$50
GRINDER CONCRETE SURFACE 7”	$75
GRINDER CONCRETE TUCKPOINT	$50
HEATER, PROPANE POT HEATER	$50
HEATER, ELECTRIC 60 AMP	$200
HEATER, SALAMANDER 400k BTU PROPANE	$200
HEATER, SALAMANDER DUAL FUEL	$400
HEATER ELECTRIC 480V	$450
HEATER, TRAILER MOUNTED DIESEL 1 MILLION BTU	$5,000
HEADGE TRIMER GAS	$100
HEPA CART	$1,150
HEPA SILICA VACUUM	$200
HEPA ANTIROOM	$750
IMPACT DRIVER ½” CORDLESS	$50
JACK HAMMER, ELECTRIC (BOSCH BRUTE W/ CART)	$200
JOB TRUCK	$700
JOINTER TABLE TOP 8”	$100
LAWN MOWER, PUSH STYLE	$100
LAWN MOWER, ZERO TURN	$875
LIGHT PLANT GENERATOR	$1,000
LIGHT CORDLESS TOWER (M18)	$30
LAYOUT LASER, 3 PLANE GREEN	$100
LAYOUT LASER, ROTATING	$200
LAYOUT GPS UNIT	$2500
MASONERY WALL CLEANER (HOG WALLER)	$50
NAILER CORDLESS FINISH, BRAD, AND FRAMING	$150
NAILER CORDLESS TRACK GUN POWDER ACTUATED	$150
NEGATIVE AIR MACHINE (24”x24”)	$250
PAINT SPRAYER (GRACO AIRLESS)	$250
PALLET JACK	$125
PALLET JACK ELECTRIC	$400
PLASMA CUTTER	$500
PLANER 12"	$150
PLATE TAMP, COMPACTOR	$150
PRESSURE WASHER, GAS POWERED	$200
PRESSURE WASHER, HOTSY HIGH PRESSURE	$750
PRESSURE WASHER, TIRE WASH STAND ALONE UNIT	$1,700
PUMP, HONDA GAS POWERED 1"	$100
PUMP, MULTIQUIP GAS POWERED (2”)	$300
PUMP, MULTIQUIP GAS POWERED (3”)	$400
PUMP, ELECTRIC POWERED (2")	$75
ROTATING HAMMER DRILL SDS MAX 1 9/16	$100
SANDER DRYWALL CORDLESS	$125
SAW CIRCULAR METAL 8”	$75
SAW DRY MASONRY 5”	$100
SAW CHAINSAW, GAS 16”	$100
SAW CUTOFF ELECTRIC 14”	$150
SAW CUTOFF CORDLESS 8”	$200
SAW GAS POWERED HOT 14"	$250
SAW METAL 8 ½ CORDLESS	$100
SAW MITER METAL COLD	$400
SAW MITER WITH STAND	$200
SAW TRACK SAW KIT	$200

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

SAW BEAM SAW WORM DRIVE	$150
SCAFFOLD BAKER KIT	$100
SILICA COMPLIANT VACUUM 10 GALLON	$200
SNOW BLOWER, GAS POWERED	$400
STAIRS TEMPORARY	$450
STREET PLATES-LARGE	$250
STREET PLATES-SMALL	$100
STORAGE CONTAINER CANOPY	$450
STORAGE CONTANER 40x30 ENCLOSURE	$900
STORAGE CONTAINER-CONEX 20’	$300
STORAGE CONTAINER-CONEX 40’	$400
STORAGE CONTAINER-CONEX 40’ WITH SIDE DOORS	$600
SUPERINTENDENT TOOLBOX	$1680
TABLE SAW, SAWSTOP	$200
TELEHANDLER BOBCAT TL519 (5000lbs capacity)	$5000
TEMP. WALL SYSTEM (EDGE GUARD) PER FT	$40 Per Ft
TOWER CRANE - LIEBHERR 316ECH, 184FT. UNDERHOOK	Current Market Value
TRACK OFF MATS (12’X50’) TIRE CLEANING MATS	$1,000
TWO WAY JOB SITE RADIO	$35
TRASH CART 1/2 YARD	$150
TRAFFIC JERSEY BARRIER / WATER-WALL BARRICADE (Only)	$45
TRAFFIC JERSEY BARRIER / WATER-WALL BARRICADE FENCE PANEL	$45
UNILOADER ATTACHMENT AUGER	$675
UNILOADER ATTACHMENT BRUSH HOG	$850
UNILOADER ATTACHMENT SNOWPLOW	$400
UNILOADER AUGER BITS 12” THRU 36” per bit	$150
UNILOADER DUMPING HOPPER	$400
UNILOADER KIT SMOOTH, TOOTH BUCKET, FORKS, AND SWEEPER	$4,000
UNILOADER MINI (DINGO) W/ BUCKET AND FORKS	$2,000
VACUUM, FINISH BACK PACK OR UPRIGHT	$50
WATER TANK TRAILER	$800
WEEDEATER GAS OR CORDLESS	$75
WIRE WELDER	$500

All Cordless tools come with one battery per tool, Extra Battery charges are on our one-time charge sheet

These rates are subject to change by no more than 5% in a given six month period.

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

McCOWN GORDON CONSTRUCTION

Exhibit D

Unit Price Schedule for Safety Equipment

DESCRIPTION	PRICE PER ITEM
EXOfit Harness	$440.00
EXOfit Harness - Construction Belt	$510.00
Single Cable Nano-Lok Edge	$405.00
Twin Leg Cable Nano-Lok Edge	$650.00
50' SRL	$650.00
65’ SRL	$725.00
Glyder 2 Sliding Beam Anchor	$320.00
1.5 ft D-Ring Extender	$50.00
Roof Anchor Swivel	$220.00
6' Pass Thru Anchor Sling	$50.00
Removable Concrete Anchor	$120.00
Concrete D-Ring Anchor	$120.00
Red head Bolts- consumable each	$52.00
Stinger / Raptor	$3,500.00
Hinged Roof Anchor/ Butterfly Anchor	$50.00
Rope Grab	$250.00
Air Monitor	$1,300.00
18 Inch Roof Anchor	$350.00
25 Foot Leading Edge Retractable	$450.00
30 Foot Leading Edge Retractable	$525.00
33 Foot Leading Edge Retractable	$550.00
Parapet Clamp Anchor	$400.00
Weighted Roof Anchor SA-122/SA-123	$3,500.00
Standing Seam Roof Clamp	$300.00
4 way anchor plate	$300.00
Door Jamb Anchor	$550.00
Day star 4 gas air tank with regulator	$350.00
Standing Seam Swivel Anchor	$300.00
Face Shield	$50.00

These rates are subject to change by no more than 5% in a given six month period.

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

Exhibit D

2023 Unit Price Schedule for IT Equipment

Contracts that require McCownGordon to release all IT equipment to the owner upon project completion will be charged the flat rate if equipment is in stock. Alternatively, equipment will be charged at cost if not pre-purchased.

Price Type	Item	Rate
Non-Recurring Charge	Cable - DP 6'	$10
Non-Recurring Charge	Cable - Ethernet up to 15'	$10
Non-Recurring Charge	Cable - Ethernet up to 50'	$25
Non-Recurring Charge	Cable - HDMI 25'	$30
Non-Recurring Charge	Cable - HDMI 6'	$8
Non-Recurring Charge	Cable - Monitor power	$10
Non-Recurring Charge	Cable - TV power	$10
Non-Recurring Charge	Cable -Ethernet up to 25'	$15
Non-Recurring Charge	Logitech Unifying Receiver	$15
Non-Recurring Charge	Mouse	$30
Non-Recurring Charge	PoE Adapter	$25
Non-Recurring Charge	Power Adapter	$50
Non-Recurring Charge	Power Strip	$10
Non-Recurring Charge	Printer Ink - C, M, or Y	$60
Non-Recurring Charge	Printer Ink - CMYK	$100
Non-Recurring Charge	Printer Ink - K	$80
Rental	Airtame	$65
Rental	Large Conference System	$350
Rental	Cellular Signal Booster	$50
Rental	Small Conference System	$250
Rental	Dedicated Conference TV	$160
Rental	Legacy Conference System	$150
Rental	iPad Punchlist/Sub Package	$125
Rental	MGC Provided Cellular Internet	$250
Rental	Router	$225
Rental	Plan Table	$250
Rental	Badge Printer	$160
Rental	MGC Provided Starlink Internet	$300
Rental	Monitor - 24"-27"	$35

Docusign Envelope ID: C7109784-1057-40BC-8F77-C35947AEE25D

Rental	Monitor - 40"	$80
Rental	Network Switch - Other	$10
Rental	Network Switch - Large PoE	$100
Rental	Wireless AP	$80
Rental	Copier	$450
Rental	Desktop Printer	$125
Rental	TV - 55"	$60
Rental	TV - 65"	$80
Rental	TV - 75"	$120
Rental	TV - 82"	$150
Rental	Conference Phone	$100
Rental	Kiosk PC	$70
Rental	Workstation	$150
Rental	Zoom	$35
Rental	HDMI Adapter Ring w/ 25' HDMI Cable	$25
Rental	TV Rolling Cart	$10
Rental	TV Wall Mount	$10
Rental	iPad Case	$15
Rental	iPad HDMI Adapter	$5
Rental	iPad Kiosk Mount	$15
Rental	Keyboard/mouse	$10
Rental	Laptop Dock	$40
Rental	Monitor Mounts	$5
Rental	TV Mount	$10
Rental	iPad	$75
Rental	Webcam	$25
Rental	Windows PC	$75

These rates are subject to change by no more than 5% in a given six month period.

New Business: Consider Approval of a Contract with INSCO Environmental for the Asbestos Abatement Service for the Municipal Complex Improvements Project - Keith Bredehoeft

Recommendation
Move to authorize the Mayor to sign the contract with INSCO Environmental for Asbestos Abatement Services for the Municipal Complex Improvements Project, BG510003, for $160,850.00

Background
Axiom Service Professionals assisted in getting bids for asbestos abatement services. Axiom specializes in this type of work, and they did the physical inspection of the buildings determining what hazardous materials exist. This is the same process we followed when we removed the church building at Wassmer Park. Axiom solicited bids from three reputable abatement contractors, and their bids are summarized below.

INSCO Environmental-	$ 160,850.00
B&R Environmental-	$ 169,743.00
AT Abatement-	$ 346,700.00

INSCO Environmental was the low bidder, and staff recommends the contract be awarded to them.
This work is planned and is budgeted within the overall project.

Fiscal Note
Funding is included in the Municipal Complex Improvements Project, BG510003.

Attachments
1. 26-03-26 - INSCO Abatement Contract Municipal Project (AJA clean)-signed

Prepared By
Keith Bredehoeft, Public Works Director
March 30, 2026

THE CITY OF PRAIRIE VILLAGE
Star of Kansas

AGREEMENT for ASBESTOS ABATEMENT

This Agreement, made this 6th day of April, 2026, by and between INSCO Environmental, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force during the asbestos abatement work as needed for the Municipal Complex located at 7820 and 7700 Mission Road in Prairie Village, Kansas (the "Project Site"). Work will take place in 2026 and 2027 as per the project requirements.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment to ensure the safety of the Project Site specifically related to asbestos abatement; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City, and the State of Kansas, and any applicable federal laws or regulations.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal, and mutually signed by both parties.

1.0 Service Specifications

1.1 The Contractor will provide Asbestos Abatement Services for the City, which shall include without limitation, i) submission of an abatement plan detailing containment methods, engineering controls, work procedures, and air monitoring protocols; ii) implementation of appropriate safety measures, including worker training, personal protective equipment, and proper site isolation; iii) the removal, transportation, and disposal of any friable or non-friable materials containing asbestos; and iv) cleanup of the Project Site to ensure no asbestos material remains present on the Project Site. Contractor shall be responsible for any violations, remediation, or penalties arising from its failure to comply with applicable requirements. Contractor shall follow all requirements of the Bid Proposal and Bid Form as described in Attachment A

1.2 .

1.3 The Contractor is required to have a valid City of Prairie Village Business License while under contract with the City. License and information can be obtained on the City's website at https://prairievillageks.portal.opengov.com/.

1.4 The contract is directly with the City of Prairie Village. INSCO Environmental will be working in buildings where the City has also contracted with McCown Gordon Construction to rehabilitate or reconstruct; those contractors shall coordinate all work.

1.5 The City has also contracted with Axiom Service Professionals to monitor all the asbestos abatement work as required.

1.6 The specifications are per the State of Kansas Asbestos Regulation and Statutes.

1.7 The Contractor will review the daily schedule with the City representative prior to starting work.

1.8 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes.

1.9 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 **General**

2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.

2.2 Keith Bredehoeft, Public Works Director, at phone- (913) 385-4642, email- kbredehoeft@pvkansas.com, will be the City coordinator for the Contractor for providing any service and responding to any special needs.

2.3 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.

2.4 Payment. Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager; the City shall make progress payments on account of the contract sum to the Contractor. The Project Manager will, upon receipt of a written Application for Payment from the Contractor, review the amount of Work performed during the preceding period and the value thereof at the unit prices contracted. From the amounts so ascertained, there shall be deducted ten percent (10%) to be retained until after final completion of the entire Work to the satisfaction of the City. The Project Manager will submit an estimate each month to the City for payment to the Contractor, except that no amount less than $500.00 will be submitted unless the total amount of the Contract remaining unpaid is less than $500.00.

2.5 All invoices are to be sent to publicworks@pvkansas.com.

2.6 Invoices shall be submitted for payment within thirty (30) days of completion of work.

2.7 Insurance:

A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of $100,000 each employee, $500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than $1,000,000 each accident for all owned, non-owned and hired automobiles.

B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

2.9 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors, to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Contractor and its subcontractors.

2.10 Applicable Laws and Permits:
A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable federal, state, and local licensure and permitting requirements at all times.
B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.

2.11 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

2.12 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.

2.13 If, on account of a continued default or breach by Contractor of its obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for City to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by City, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by Contractor.

2.14 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

2.15 Non-Discrimination - The Contractor agrees that it shall abide by the Prairie Village Non-Discrimination Code (Section 5-801 et seq) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry. If the City determines that the Contractor has violated any applicable provision of any local, state or federal law, or has discriminated against any person because of race, religion, color, sex, sexual orientation, gender identity, disability, age, national origin, or ancestry, such violation and/or discrimination shall constitute a breach of contract and the City may cancel, terminate or suspend this agreement in whole or in part.

2.16 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

2.17 This Agreement will be in effect until all Asbestos Abatement work complete as required for the Municipal Complex Project. Either party may terminate this agreement by giving sixty (60) days prior written notice to the other party, or immediately upon a default by the other party.

2.18 The Contractor will commence work within ten (10) calendar days after receiving instructions from the City.

3.0 Fees

3.1 Fees and Bid Form are included in Attachment A

Contractor Contact: Matt Vernon

Company Name: INSCO Environmental

Address: 6902 Martindale Road

Shawnee. KS 66218

Telephone Number: (660) 924-8348

Email: mvernon@inscoind.com

/s/ Matt Vernon Digitally signed by Matt Vernon DN: C=US, E=mvernon@inscoind.com, O=" Insco ", OU=Environmental, CN=Matt Vernon Date: 2026.03.27 08:51:18-05'00' 3/27/2026

Contractor Agent Date

ATTEST:

/s/ _____

Adam Geffert – City Clerk Date

/s/ _____

Alex Aggen, City Attorney Date

/s/ _____

Eric Mikkelson, Mayor Date

New Business: Consider Approval of a Contract with Axiom Service Professionals for the Asbestos Abatement Monitoring Services for the Municipal Complex Improvements Project - Keith Bredehoeft

Recommendation
Move to authorize the Mayor to sign the contract with Axiom Service Professionals for Asbestos Abatement Monitoring Services for the Municipal Complex Improvements Project, BG510003, for $43,850.00.

Background
Axiom Service Professionals assisted Prairie Village with asbestos abatement services in the past for the church removal at Wassmer Park. Axiom specializes in this type of work, and they did the physical inspection of the buildings determining what hazardous materials exist.

As part of the monitoring process Axiom will ensure the abatement is completed as per the State of Kansas regulations as well as the Environmental Protection Agency regulations. They will provide daily air quality testing to ensure areas are safe during and after work is complete. Axiom will provide daily documentation of the work. A final report will be created to document daily work activities, visual inspection, and air monitoring.

This work is planned and is budgeted within the overall project.

Fiscal Note
Funding is included in the Municipal Complex Improvements Project, BG510003.

Attachments
1. Axiom Service Professionals Asbestos Air Monitoring Proposal 3-4-2026

Prepared By
Keith Bredehoeft, Public Works Director
March 30, 2026

March 4, 2026

Keith Bredehoeft, PE
Public Works Director
City of Prairie Village
913.385.4642 II kbredehoeft@pvkansas.com

Re: Asbestos Consulting Services
Location: Mission Road Baptist Church 7820 Mission Road & City Hall 7700 Mission Road

Dear Mr. Bredehoeft:

We appreciate the opportunity to provide you our proposal to perform the following described services for the planned asbestos abatement at the above listed locations throughout 2026 and 2027. Our company strives for quality workmanship, competitive prices and complete customer satisfaction. We look forward to completing the below project for you on-time and within budget.

Asbestos Abatement Oversight & Air Monitoring during Abatement of Spray Applied Ceiling Texture and Flooring Primarily

We propose to take the following steps:

1. Serve as City of Prairie Village asbestos expert throughout the course of asbestos abatement, responding quickly to questions or concerns throughout the asbestos remediation project.
2. Working with City of Prairie Village awarded asbestos abatement contractor and General Contractor to ensure project phasing and implementation is acceptable, pre-planned, and communicated.
3. By serving as a third party independent consultant, we will ensure throughout the asbestos remediation that asbestos regulations are strictly enforced, reducing legal and regulatory liability.
4. Documenting throughout the project asbestos activities, onsite conditions, workers and licenses, and generated waste.
5. Interfacing at City of Prairie Village request with the State of Kansas Department of Health & Environment on asbestos related issues as they arise.
6. We will provide area and post abatement air monitoring to ensure that abated spaces are safe to re-occupy.
7. We will provide outside the work area air sampling to ensure that asbestos is not migrating into adjacent occupied spaces, which will alleviate employee concerns throughout the project.
8. If requested, we will collect OSHA asbestos personnel samples from 25% of the asbestos abatement crew.
9. Air monitoring will be in compliance with State of Kansas and Environmental Protection Agency regulations.
10. We will perform final visual inspections of abatement work certifying that the contractor has satisfactorily performed.
11. Upon conclusion of abatement activities, a final report will be generated documenting licensure, daily work activities, visual inspections, and air monitoring.

SCHEDULE:
We understand that the abatement work in the Misson Road Baptist Church will take place in early April 2026 and the abatement work in the Police Department will take place also in 2026. Abatement work in City Hall will take place in 2027.

From input from one of the asbestos abatement contractors, we understand them to believe that the below amount of time will be needed to complete the abatement:

Asbestos Abatement 2026:
Mission Road Bible Church - 4 weeks
Police Dept - 2 weeks

Abatement/HHW 2027:
City Hall - 4 weeks

We are prepared to meet that schedule.

PERSONNEL:
We will staff this project with 1 environmental consultant certified as a State of Kansas asbestos inspector and asbestos air monitoring technician. Said person may also be trained and certified in NIOSH 582E if samples will need to be read onsite following completion of abatement. Asbestos samples for friable removal will be analyzed by a 3rd party laboratory for any clearance samples prior to re-occupancy.

PROPOSED FEES:

Daily Air Monitoring Rate: $850 Per Man Day which includes up to 5 asbestos air sample analysis per day, mobilization, equipment, and onsite project oversight.

Mission Road Baptist Church
20 Days x $850 = $17,000
Final Report: $450
Total Estimated Project Fee: $17,450

City Hall – Police Department 2026:
10 Days x $850 = $8,500
Final Report: $450
Total Estimated Project Fee: $8,950

City Hall 2027:
20 Days x $850= $17,000
Final Report: $450
Total Estimated Project Fee: $17,450

Proposal Conditions and Clarifications:

1. Our proposed pricing is all inclusive and adequate for the project. Pricing includes equipment, labor, mobilization, insurance, project management, and materials.
2. Final and total air monitoring cost will be the contingent upon the number of onsite man-days required for project completion.
3. Daily air monitoring pricing includes equipment and travel.
4. During onsite air monitoring work, we would need a lockable room where our equipment could be stored and our onsite laboratory set-up.
5. Pricing is valid for 60 days from the date proposed.
6. Professional fees will be progress billed a maximum of every 2 weeks and a minimum of monthly. Fees are due within 30 days.

7. The daily rate will be charged for onsite time of 4 hours or more. If less than 4 hours, a half daily rate will be charged.
8. Our daily rate is good for up to 8 hours per day onsite. If time onsite exceeds 8 hours per day, an hourly rate of $85 will be charged in addition to the daily rate.
9. If 5 air sample analysis is exceeded on any given day, each additional sample analyzed per day in excess of 5 would be charged at $18.50 each.

Closing:

We sincerely appreciate the opportunity to provide our proposal and look forward to being a key member of your project team. If this proposal is acceptable to you, please provide us a notice to proceed/purchase order and we will schedule and perform the work without delay.

Please call me at 816-678-7894 if there are questions and we look forward to working with you on this important project.

Sincerely,



Jeff Hurst
Axiom Service Professionals LLC
816-678-7894
jeffh@axiomservicepros.com

Acceptance:

If you wish to proceed with this project, please sign and date below as your acceptance of this proposal which will serve as our notice to proceed. Please email the executed proposal in its' entirety back to glennr@axiomservicepros.com.

ACCEPTANCE OF PROPOSAL The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as outlined above.

Signature: _____ Date: _____

Name & Title (PRINT): _____

MAYOR'S ANNOUNCEMENTS
Monday, April 6, 2026

Planning Commission	04/07/2026	6:00 p.m.
Diversity Committee	04/14/2026	4:30 p.m.
City Council	04/20/2026	6:00 p.m.

==========

INFORMATIONAL ITEMS
April 6, 2026

1. Arts Council meeting minutes – January 14, 2026
2. Tree Board meeting minutes – February 4, 2026
3. Diversity Committee meeting minutes – February 10, 2026
4. JazzFest meeting minutes – March 24, 2026
5. Consolidated Fire District #2 - 4th quarter report
6. April plan of action

PRAIRIE VILLAGE ARTS COUNCIL | AGENDA

Prairie Village City Hall, 7700 Mission
January 14, 2026
5:30 pm

If any individual requires special accommodations – for example, qualified interpreter, large print, reader, hearing assistance – in order to attend the meeting, please notify the City C lerk at 385- 4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at arts@pvkansas.com.

Mission Statement: *The Prairie Village Arts Council fosters cultural appreciation, inclusion, and economic development by celebrating local art, connecting artists with enthusiasts, and creating lasting community partnerships.*

BUSINESS MEETING

Attendees: Bob, Nickie, Ian, Joanna, Bonnie, Maddie, Renee

1. **Call to Order** 5:32
2. **Approval of Agenda** Unan.
3. **Public Participation** Joe Hoffman, PV resident since 2000, interested in Art.
4. **Consent Agenda**

   All items listed below are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

   a. Consider approval of the **November and December 2025** meeting summaries. Bonnie/Joanna, unan.

5. **City Council Report** (Ian Graves) - 5 minutes

   Co-Chair Update Will remain open until the new Ward 3 council person is selected.

6. **Current Year Financial Update** (Nickie) Down to ~$5k in account. 2026 allocation will be deposited in Feb. plus funds for Public Art Master Plan.
7. **Old Business**

   a. Update on public art master plan process RFP is open until Friday. We have one applicant, waiting for others to come in at closing. Nickie will report back to committee once we are ready to set up time to discuss with applicants
   b. Revisit 2026 Plans from December meeting

8. **New Business**

   a. Ryan Warren and Sgt Patrick Mahoney, Special Olympics – presented proposal for Art Show of Special Olympians

   - **Arts Council agreed unanimously that we would support this org and hold a gallery reception on Nov. 18th.**
   - Olympians do art therapy program weekly. Over 1000 participants in the Metro/State.

- Special Olympics can offer significant support to the Arts Council to plan, select art/artists, provide catering, etc. They can do as much or as little as we'd like, with our input and participation as well.
- Its likely the artists would invite many family/friends, so consider council chambers as overflow or food setup area like SotA.
- We would like Special Olympics team to select art/artists, collect the work and store at their warehouse before install day. There will also be extra pieces for sale on day of event (November 18th)
- Nickie to stay engaged with planning. Maddie will help organize. **Need additional Arts Council support.**

b. City committee applications are live Several apps are in with Arts Council listed as first choice. We have 3 spots open, Bonnie/Abby/Maddie will schedule interviews with applicants. Need to be selected before Feb. council meeting so mayor can appoint.

9. Announcements None

10.Adjourn 6:23

PLANNING MEETING (~6:00 pm)

a. Updates from subcommittees: on hold while we work on public art master plan (which will inform next steps for subcommittees)

i. Artists

ii. Buyers

iii. Partners

2. Past Show/Event Report

a. Ye Wang show and reception (Joanna and Renee) Well attended at Meadowbrook, Ye was thrilled! Presentation was well received. Would like to have another similar event at Meadowbrook in the future.

b. ACJC breakfast

3. Upcoming Show/Event Planning

~~a. Arnhold/Ervin (Abby, Bonnie)~~

~~b. Opportunity to partner with Special Olympics for a show?~~

c. Review dates for 2026-27 shows (Curated, AoP, SotA)

~~Put out CaFÉ call for entry for bi-monthly curated shows next year~~

~~d. Shooting Stars sponsorship~~

e. Meadowbrook World Cup Art Display Bob is on selection committee

f. March/April show extension thru June (Bob) – DJ can't leave pieces at Meadowbrook. Paul can take over extra space after April. Will plan to rearrange pieces to keep show up through June.

g. Plein Air Show: July/August (July 15 opening) – painters out in Harmon Park (May 9th, tentative) –

4. Marketing Update

a. Website platform update (fka FlipCause exit) (Bonnie) Complete

~~b. How do we feel about the "volunteer central" page on the old site?~~

c. Website-Newsletter-Social Media (Renee, Amy B., Jessica, Bob)

d. Arts Partners interactions (ArtsKCGo, JoCo Post, KC Studio, Visit KC(?), KS Arts Commission [calls]) Arts Council events are on these public calendars

5. Planning Ahead (if we have time)

a. Sponsorship program committee update

c. Priority list for locations

6. General Updates: Ongoing/Future Meeting/Other

SAVE THE DATE FOR NEXT MEETING/RECEPTION: MARCH 11th – Gina/Bob curating show.

TREE BOARD MEETING MINUTES

City of Prairie Village, Kansas

Date: Wednesday, February 4, 2026

Time: 6:00 PM

Location: Public Works Building, 3535 Somerset Drive

Board Members Present

Bart Altenbernd

Michael Konovalske (Minutes)

Rob Schmitz

Lindsay Voitik (Chair)

Jim Sellers (Council Liaison)

Board Members Absent

Colin McAllister

Mark Morgan

Kirk Walters

Whitney Wilson

Other Attendees

Bridget Tolle, Urban Forestry Specialist, Public Works

Call to Order

The meeting was called to order at 6:02 PM.

Motion: Lindsay Voitik; Second: Michael Konovalske. Motion carried.

Board members provided introductions to Jim Sellers, newly appointed Council Liaison.

Approval of Previous Meeting Minutes

Motion: Michael Konovalske; Second: Rob Schmitz. Motion carried.

Tree Board Appointments and Leadership

Kirk Walters announced his resignation, creating an open vacancy on the Tree Board.

2026 Chair Appointment: Motion by Rob Schmitz to appoint Lindsay Voitik as Chair; Second by Michael Konovalske. Motion carried.

Reappointment Recommendation: Mark Morgan was recommended for reappointment following his expressed interest at the November 2025 meeting.

New Application Review: Applicants for the vacant position were reviewed using a ranked voting process. 1st choice Randy Bryant, 2nd choice Magda Born, 3rd choice Laura Stack

Administrative Items

Volunteer waivers were signed by all board members.

The Board discussed the Tree City USA application and required prerequisites.

Tree Program Updates

Reviewed tree events, budget considerations, and planting and maintenance processes.

Discussed the City's current pruning schedule and maintenance plans.

Public Tree Map Update: An initial tree inventory layer has been published in ArcGIS Online and is expected to replace the existing Google Maps tree map.

Discussed future public accessibility of the tree map.

Discussed ArbNet participation and researching new tree identification tags.

75th Anniversary Discussion

Discussed participation in the City's 75th anniversary parade.

Explored the possibility of a Tree Board float and collaboration with the Environmental Committee.

New Business – Arbor Day Event

Reviewed Arbor Day nomination process and February 28 nomination deadline.

Discussed a Village Voice article to promote public nominations.

Discussed Porter Park as the event and tree planting location.

Meeting Schedule and Minutes Assignments

Meeting months selected: February, March, April, May, June, September, November.

Minutes assignments: March – Rob Schmitz; April – Bart Altenbernd.

Motion: Michael Konovalske; Second: Lindsay Voitik. Motion carried.

Communications and Public Education

Reviewed upcoming Village Voice articles regarding native plant sales, right-of-way trees, and tree contractors.

Emphasized that right-of-way trees are community assets and require City permission for removal.

Adjournment

The meeting was adjourned at 7:44 PM.

Motion: Rob Schmitz; Second: Michael Konovalske. Motion carried.

(minutes prepared by Michael Konovalske)

Diversity Committee Meeting 2/10/2026

Joe, Dennis, Meg, Ron, Shelby, David, Anitha, Tim, Chief McCullough

Called 4:32

Approved agenda

Dennis/Shelby moved/2nd to approve prior minutes

Public Participation - Ed Stevenson invites everyone to Iftar event in Lenexa.

New business - new candidates for open seats Shelby is working through possible candidates for possible approval by next meeting. 3 openings.

Committees are to meet at 4:00 by council policy. Discussion of moving our meeting time to 4:30. Approved unanimous vote to move to 4:30.

2027 Budget discussion - early in the process but should have early discussion to plan.

Discussion of possible mural project with immigration theme - Joe will bring artist Jose Faus to next meeting. Discussed possible pairing with Art Council.

Anitha discussed possible kid-friendly program.

Anitha suggested World Cup themed event for this year.

Anitha mentioned another service day around labor day/MLK/Memorial Day. Discussed possible Service Day Line Item.

Indigenous Celebration during 75th Anniversary -

Discussion of possible event for World Cup Teams in town.

Discussion of Juneteenth Event - Possible disruption based on World Cup overlapping.

Chief McCullough mentioned a possible combo event with pool regarding Juneteenth coop program.

Ukraine Independence Day - celebration with sister-city as possible program.

Shelby motion to move back into public participation - 2nd by David. Unanimous approval.

Reopened public participation re: possible planning for 2026.

Public Suggested - public installations.

Ted - new resident to the city. Opportunity exists with England in town. Possible moment for the city.

Kevin - mentioned missing sexual orientation/gender identity, religion and other aspects of diversity in planning.

Committee also discussed that disability was not explicitly recognized by events.

Discussed cooperation with other DEI committees and possible cooperation with Roeland Park and other groups.

Anne Wisdom - public comment mentioned interest in community with public drives. Other businesses would be interested in supporting. Should do better at advertising and social media.

Diving LInes event is interest for community. Host bus tour.

Discussed possible work with SME and Sam Feinberg. Stipend for students for social media.

Erin suggested other ways to build an audience - using PV City and Police pages.

Voicemap walking tour discussed - working with SME students. Work with Shawnee Mission.

Mr. Hitchcock - fairly new resident - using city instagram page is reaching people. Being at other events and having a presence there. Meeting people there. Mentioned Interpretive Panel and saw out there and available.

Anne - mentioned possible merch to get the word out.

Discussed possible pairing with national groups who might want space to host events.

Moved into planning:

Discussed possible expanding committee - discussed adding 4 spots - David moved, Meg 2nd. Unanimous approval.

Future event planning:

Town Hall - Immigration/Know Your Rights - David M/Dennis - Boots on the Ground. Memorial Day follow up. April 5 deadline for May. Tolerance - what it is/isn't. Dialogue aspect. Storytelling about people from Prairie Village from different backgrounds - "Table talks." Belonging - meaning, safety.

June - pride month event to pair with - picnic. Shelby.

May- children and ICE. At East. Shelby.

75th and Native Indigenous folks - event/book booth at events. Erin.

JazzFest - David -

Dialogue event - November - Anitha/Meg.

Juneteenth - event - Dennis will follow up

Pair School event - KCK/Hickman Mills.

Vice Chair - David - nominated by Shelby, Ron - approved unanimously.

Prairie Village Jazz Fest 2026
Committee Meeting
Tuesday March 24, 2026, 5:30 p.m.
City Council Chambers

Attendees

J.D. Kinney	Special Events Coordinator, Committee Chair
Mary Ann Watkins	Member at Large
Dave Hassett	Food and Beverage Chair
Amanda Hassett	VIP Hospitality Chair
John Wilinski	Backstage Chair
Elissa Andre	Marketing Chair
Mike Polich	Rented infrastructure Chair

Committee Chair's Report
No update

Talent
No update

F&B
Until we learn whether Big Grove Brewery is interested to be the dedicated beer and wine vendor, we will pursue parallel planning paths for either letting Big Grove handle it, or have the Committee handle it as we have done in the past.

Infrastructure
No update

VIP Hospitality
No update

Marketing
Elissa will consult with Ashley Freburg about constructing a web page or link to the City Jazz Fest site that will support the QR code web pages that we might use instead of lineup fans.
Confirmed that we will refresh the Mission Road street banners for 2026.

City Committees/Exhibitor Tents
No update

The meeting concluded at 6:00 p.m.

Respectfully submitted: JD Kinney

PROUDLY SERVING
MISSION • PRAIRIE VILLAGE • ROELAND PARK • FAIRWAY • WESTWOOD • WESTWOOD HILLS • MISSION WOODS • MISSION HILLS

Johnson County Consolidated Fire District No. 2
Fire Chief Chick
3921 W 63rd Street, Prairie Village, KS 66208
913-432-1105 ContactUS@cfd2.org

Fire Activity Report - PRAIRIE VILLAGE Q4 2025

2025 ALL CALLS	2024 ALL CALLS
2728	2829
2025 FIRE Calls	**2024 FIRE Calls**
221	23
2025 EMS Calls	**2024 EMS Calls**
1838	1741
2025 HAZMAT Calls	**2024 HAZMAT Calls**
162	122
2025 SPECIAL OPS Calls	**2024 SPECIAL OPS Calls**
145	297
2025 ALL OTHER Calls	**2024 ALL OTHER Calls**
362	646

Response Times Breakdown

	2025 Average	2025 90%	2024 Average
Turnout (alarm to out the door)			
Emergent Fire	1:10	1:49	1:11
Emergent EMS	1:00	1:32	0:59
All Calls (Emergent & Non-Emergent)	1:02	1:40	1:02
Travel (time to arrival on the scene)			
Emergent Fire	3:23	5:57	3:41
Emergent EMS	3:51	5:58	3:54
All Calls (Emergent & Non-Emergent)	4:12	7:30	4:22

DATE: March 26, 2026

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan

SUBJECT: APRIL PLAN OF ACTION

The following projects will be initiated during the month of April:

- Summer recreation enrollment - Meghan/Clerk Staff (04/26)
- Large item pickup alternatives - Ashley (04/26)
  - Recycling Extravaganza
- 75th Anniversary Parade - Meghan/Staff (04/26)
- Ward 3 Town Hall - Meghan/Staff (04/26)
- 2026-2027 Insurance Renewal Presentation - Jason (04/26)
- Seven Days Proclamation - Meghan/Adam (04/26)
- Habitat For Humanity Staff Volunteer Project - Staff (04/26)
- May/June Village Voice - Ashley (04/26)
- 1st Quarter Financial Report - Jason (04/26)
- 1st Quarter KORA Requests to Council - Adam (04/26)
- 1 Quarter Crime Stats - Chief (04/26)
- 2027 Budget Process - Staff (04/26)
  - Department Budget Reviews by Line Item - Dept. Heads
  - Equipment Reserve Fund - Dept. Heads
  - Healthcare/Benefit Costs - Cindy/Tim
  - Merit Pool - Dept. Heads
- Composting Pilot Program Update - Ashley/Meghan (04/26)
- Annual Statuary Maintenance Program - Meghan (04/26)
- Municipal Complex Construction GMP - Keith/Melissa (04/26)
- Annual ARPA Expenditure Report - Jason/Nickie (04/26)
- Review of Council Work Session Report - Cole/Meghan/Wes (04/26)
- Arts Council Public Arts Master Plan Kick Off - Nickie (04/26)
- Job Description Review - Cindy/Dept. Heads (04/26)

In Progress

- World Cup Security Assessment/Equipment Needs - PD / Tim (03/26)
- Large Item Pickup Coordination/Promotion - Adam/Ashley (03/26)
  - Sleepyhead Mattress Recycling

- New Committee Member Orientation - Staff/Committee Chairs (03/26)
    - Waiver Form
    - Code of Conduct
    - Video of CP-001
    - Video of KOMA Requirements
    - Website Update
- 2025 Financial Audit - Jason (03/26)
- Pool Open Planning and Preparation - Suzanne/Meghan (03/26)
- 2027 Budget Process - Staff (03/26)
    - Committee Funding Requests
    - Decision Packages
    - Insurance Cost Assumptions
    - Personnel Assumptions
    - Use of TGT Funds
    - Preliminary Revenue Estimates Report
- Preparing Annual Police Pension Statements - Cindy (02/26)
- Village Vision 2.0 Action Plan Review - Nickie/Chris (02/26)
- New Outdoor Warning Siren / 69th Terrace and Roe - Tim (2/26)
- Annual Committee Member Training - Adam/Meghan (2/26)
- Lifeguard and Pool Operational Staff Hiring - Suzanne (01/26)
- 2026 Citizen Survey - Meghan (01/26)
- Website redesign - Ashley/Staff (11/25)
- Agenda & Meeting Management Software Install - Ashley/Adam (11/25)
- 2025 Annual Report - Ashley (11/25)
- Arts Council Public Arts Master Plan Process - Nickie (10/25)
- 2024 Building Code Review Process - Nickie (04/24)
- Safe Streets for All Grant/Citywide Traffic Study - Keith (01/24)
- Subdivision Regulations Amendments/Easement Vacation - Nickie/Chris (04/22)
- Carbon Reduction/EV Charging Station - Wassmer Park - Keith (01/24)

<u>Completed</u>

- Annual Volunteer Committee Appointments - Staff (02/26)
- Council Statements of Financial Interest - Adam (03/26)
- 4th Quarter Financial Report - Jason (01/26)
- 4th Quarter Crime Stats - Chief (01/26)
- Severe Weather Preparedness Week - Tim / Ashley (03/26)
- Annual Health Risk Assessments - Cindy (01/26)
- 2027 Budget Process - Staff (03/26)
    - Council Goals & Objectives
    - Reappraisal Projections
    - Meeting w/Appraiser
- Spring Foundation Board Meeting/annual charitable giving - Meghan (03/26)
- 75th Anniversary 5k run/walk - Meghan (04/26)
- 2025 Audit Prep - Jason (04/26)

- Year-end Financial Close and Preparation for Audit - Jason (01/26)

Ongoing

- City Hall/PD Project - Melissa/Keith/Tim/Staff (04/3/22)
- Disaster Recovery Plan - Dan/Tim (03/22)
- 75th Anniversary Preparation - Meghan/Ashley/Staff (4/25)

On Hold

- Research Federal Infrastructure/Job Act Grants - Jason/Nickie/Keith (12/22) **[Grant funding in question after Federal Executive Order]**

Tabled initiatives

- Review & Update the City Code/Ordinances/City Policies