

CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN): 2022-16MCSA

ENTITLED: DISASTER RECOVERY OPERATIONS

Between

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND THE LEMOINE
COMPANY, LLC.

This Agreement is entered into and effective as of the date of the last signature hereto, by and between The University of Central Florida Board of Trustees ("University" or "UCF") and The Lemoine Company, LLC., ("Contractor"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** The Contractor acknowledges that:
 - A. The University is a public entity of the State of Florida;
 - B. The University is exempt from federal and Florida taxes;
 - C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The University of Central Florida is self-insured to the extent of its liability under law, and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Contractor will provide **debris monitoring services**. Goods/services shall be provided in accordance with UCF's Invitation to Negotiate (ITN) 2022-16MCSA and the Contractor's Offer in response thereto, both of which are incorporated by reference and the terms of this Agreement. The Contractor is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "B" to this Agreement, which is incorporated herein for all purposes. Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A".
3. **CONTRACT TERM.** The Contractor shall commence performance of the terms of this Agreement on November 1, 2023, and shall end his/her performance of this Agreement on June 30, 2028. The University may renew/extend this Agreement, as mutually agreed to by both parties. Total renewals shall not exceed 5 years or twice the length of the original term, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.
4. **PAYMENT.**

- A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
 - B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
 - C. The University shall not be bound to any prepayment penalty clauses.
 - D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for the Contractor.
 - E. Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit and post-audit.
5. **CONTRACTOR OMBUDSMAN STATEMENT.** The University has established a Contractor Ombudsman who acts as an advocate for contractors who may be experiencing problems in obtaining timely payment(s). The Contractor Ombudsman may be contacted at (407) 882-1082.
 6. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
 7. **ASSIGNMENTS.** Under no circumstances shall the Contractor assign to a third party any right or obligation of the Contractor pursuant to this Agreement without prior written consent of the University. If the Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, the Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
 8. **BILLING.** The University shall only submit payment to the Contractor if the Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. The Contractor shall deliver the invoices to UCF's Division of Finance, unless the Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of the Contractor's invoices to the University. The University will not be responsible for any

goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If the Contractor's invoice lists any freight or cartage charges, such invoice must attach all of the Contractor's receipted transportation bills.

9. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Contractor. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
10. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
11. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement that are export controlled pursuant to the export control laws of the United States, including the EAR, ITAR, and any other applicable regulations. The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Contractor, and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Contractor wishes to disclose export-controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information and (b) any task requiring receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control without notice of the applicability of such export control, the University has the right to

immediately terminate this Agreement. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

12. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that the Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of this Agreement.
13. **DELIVERY.** Delivery is to be made to the "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, the Contractor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays, or University holidays or closures. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x 48" pallet. The Contractor shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
14. **EMPLOYMENT OF ALIENS.** The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
15. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fire, earthquakes, acts of God, or default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.

16. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
17. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
18. **INDEMNIFICATION.** The Contractor shall hold the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Contractor, its employees, its agents or of others under the Contractor's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, the Contractor also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
19. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
20. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
21. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to the Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.
22. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
23. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by

the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.

24. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF: Procurement Services

12424 Research Pkwy
Suite #355
Orlando, FL 32826
procurement@ucf.edu

For Contractor: The Lemoine Company, LLC

1906 Eraste Landry Rd.
Suite #200
Lafayette, LA, 70506
mike.rice@llemoine.com

25. **PARKING.** The Contractor shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Contractor. The Contractor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

26. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Contractor hereby represents and warrants that (a) all applicable laws, rules and regulations have been

complied with, (b) the Contractor is free and has full right to enter into this Agreement and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's agreements or representations and warranties herein.

27. PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE WITH SECTION 119.0701, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482, gcounsel@ucf.edu, University of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015

PUBLIC RECORDS, CONTRACT FOR SERVICES

To the extent that the Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender, identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

28. **RECORDS.** The Contractor agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Contractor.
29. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
30. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Contractor must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
31. **EQUAL OPPORTUNITY.** This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting

requirements. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

32. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
33. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
34. **CONTRACTOR INSURANCE.** All insurance shall be procured from companies authorized to do business in the State of Florida, with a minimum of A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates, evidencing the existence thereof or insurance binders and shall be delivered within fifteen (15) days of the tentative award date of the Agreement. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University's Risk Management Office at least thirty (30) days prior to the expiration date of each expiring policy.
 1. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Contractor in writing.
 2. **General Liability:** The Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, Contractor will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as

“Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

3. **Auto Liability:** If the Contractor operates a vehicle on campus for commercial use in the performance of this Agreement (i.e. deliveries, transport of employees, etc.), the Contractor shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, the Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as “Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
4. **Workers’ Compensation:** The Contractor shall provide a Certificate of Insurance evidencing Workers’ Compensation coverage consistent with Florida Statute and Employer’s liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, the Contractor will maintain said Workers’ Compensation and Employer’s Liability insurance in force and provide the University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
5. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: RiskManagement@ucf.edu

35. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is reviewed and approved by an attorney in the University’s General Counsel’s Office and an authorized UCF signatory. The Contractor shall return this Agreement to the University’s Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
36. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Contractor, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Contractor to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and

subsequent contract award.

37. **SECURE HANDLING OF UCF DATA.** The University requires Contractors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement ("SLA") that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Contractor. Additional agreements may be required depending on the data involved. This Agreement is intended to ensure that UCF's security and compliance requirements are outlined and followed by the Contractor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.
38. **SMOKE-FREE POLICY.** The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.
39. **CONTACT WITH MINOR CHILDREN.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby guarantees that the Contractor and/or anyone acting on the Contractor's behalf (including, but not limited to the Contractor's employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of the Contractor's employees, agents, subcontractors and/or anyone else acting on the Contractor's behalf has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.
40. **REPORTING OF CHILD ABUSE.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Contractor's behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.
41. **REVISED QUANTITIES.** The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITB/ITN within 180 days after expiration of the contract resulting from this ITB/ITN. Total additional quantities/modified scope, if any, are unknown.
42. **E-VERIFY.** To the extent that Contractor meets the definition of "Contractor" or "Subcontractor" under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.
43. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments

and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Contractor's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- A. This Agreement;
- B. The University's ITN and ITN specifications, if any;
- C. The Contractor's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

UNIVERSITY OF CENTRAL FLORIDA BOARD
OF TRUSTEES

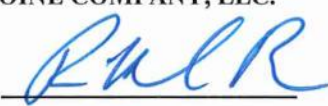
Signature: Gerald L. Hector, CPA

Date: Signed: Friday, February 2, 2024

Printed: GERALD HECTOR

Title: SR. VP & CFO

THE LEMOINE COMPANY, LLC.

Signature: 

Date: 1-22-24

Printed: R. Michael Rice

Title: President

Debris Monitoring

ATTACHMENT "A" PRICE SCHEDULE In accordance with ITN 2022-16MCSA and vendors response

TABLE D. DEBRIS MONITORING CONTRACTOR PERSONNEL RATES.

Personnel Classification	Quantity Available	Regular Hourly Rate	Overtime Rate
Project Manager	1	\$135.00	\$135.00
Field Supervisor	3	\$49.00	\$60.00
Field Monitor	20	\$30.00	\$40.00
TSDR Site Monitor	10	\$30.00	\$40.00
Debris Site Security	4	\$40.00	\$50.00
Data Entry	2	\$30.00	\$30.00
Operations Manager	1	\$95.00	\$95.00
Data Manager	1	\$85.00	\$85.00
GIS Specialist	1	\$85.00	\$85.00
Environmental Specialist	1	\$130.00	\$130.00

Debris Load Monitors, Hazardous Monitors, and Data Entry Clerks will consist of mainly local hires. We fully intend to maximize local labor, material suppliers, and contractors as our full spectrum background in disasters has shown us that returning the affected population back to work is essential to begin the road to recovery.

Debris Monitoring

The LEMOINE Team is charged with ensuring your success. We will consider ourselves an extension of UCF, making ourselves completely familiar with your personnel and contractors, your processes, and your preferences to succeed. We will do this by striving not to match your capabilities, but by augmenting them. We will work closely with UCF's personnel and consultants. Our team will take on the responsibility for UCF, so your needs are met while ensuring we always have the same goals and objectives.

Our strategy and approach are based upon extensive experience with disaster recovery projects. For this assignment, we anticipate our primary base of project management will be our Baton Rouge office. However, all field operations will be managed entirely onsite in the impacted areas via one or more mobile command centers, as conditions dictate. We clearly understand the range of challenges when working in a disaster affected area, including those associated with staffing, lodging, vehicles, power outages, communications, fuel shortages, as well as food and other consumables.

Here's what one of our Student Housing Client,
had to say about their experience working with LEMOINE:

“

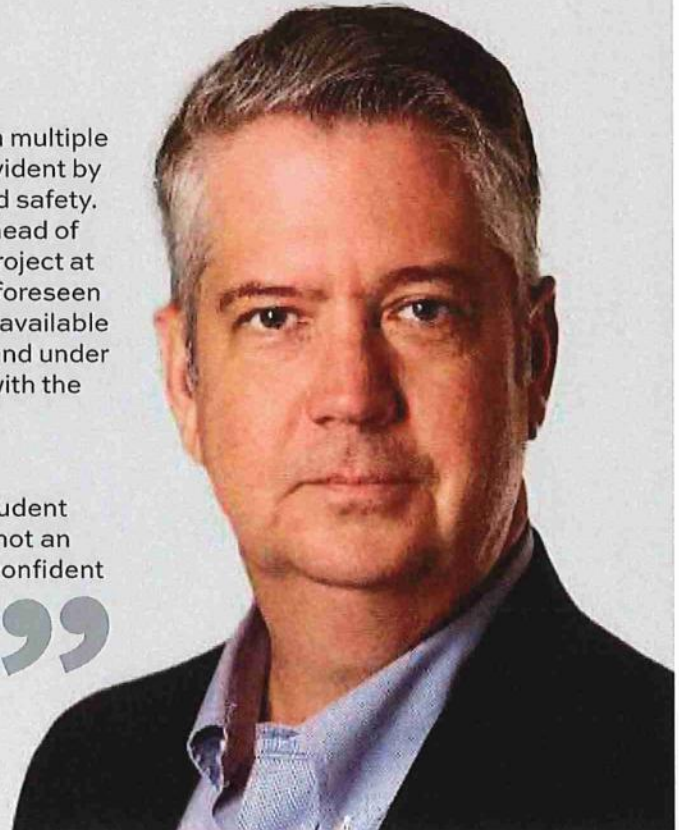
LEMOINE is a trusted partner that RISE has done business with multiple times over the last decade. Their commitment to excellence is evident by their record on management of the project schedule, budget, and safety. We have had great success together delivering projects on or ahead of schedule and under budget. A recent example is The Heritage project at the University of Louisiana in Lafayette. This team overcame unforeseen conditions, and over 130 rain days constituting nearly 1/3 of the available construction duration to deliver this project ahead of schedule and under budget! In fact, never before in my career have I felt so at ease with the state of the project on move-in day.

The caliber of and talent of the people in their organization is unmatched in my experience spanning over 20 years. In the student housing business, on time delivery is everything and failure is not an option. During my career, I can safely say I have never felt as confident about project delivery as I have when Lemoine is on the team!

”

Paul Morgan
Sr. Vice President

RISE
A REAL ESTATE COMPANY



Our team offers several beneficial approaches to UCF that we believe are important to a successful, accelerated, safe, and efficient recovery that will maximize utilization and reimbursement of state and federal funds. We have strong guiding principles that help us assist the area in recovering more quickly:

- Placing the public's safety and well-being first
- Pre-event consultation with UCF and other stakeholders
- Immediate presence on the ground in the affected area, when safe to do so
 - Surveying scope of damage, key logistical components such as temporary debris management sites and final debris destinations as well as estimating debris
- Hold kickoff meeting(s) prior to mission activity with all stakeholders, to include the hauling contractor(s) followed by regularly scheduled briefings throughout the mission
 - Safety
 - Operational policies and procedures
 - Deliverables
 - Truck certifications
- Utilization and training of locally hired residents and businesses
- Tracking mission data both manually and electronically
- Daily reporting of mission metrics
- Holding weekly safety/operational meetings
- Maximizing your reimbursement funding through proper data tracking and document retention

DOCUMENTATION

LEMOINE understands the importance of documentation in seeking federal reimbursement and has created several forms to assist in collecting federally required data. Samples of the below are included on the following pages.

- Crew Monitor Daily Log
- Daily Tower Log
- Sample Load Ticket
- Mileage Log
- Daily Timesheet

DEBRIS REMOVAL DAILY MONITOR LOG	
DATE:	LOCATION:
MONITOR NAME:	SIGNATURE:
FIELD ARRIVAL:	FIELD DEPARTURE:
CREW NAME/PHONE:	
ROADS WORKED:	
SUMMARY OF DAILY ACTIVITIES:	
NOTES OF SIGNIFICANCE:	
INCIDENTS:	

Sample Debris Removal Daily Monitor Log.

COLLECTION TICKET
Date: 10-05-2022 10:05:29 AM

Ticket ID: 20221005-24753954_6428_FM-24
Project No: DR-4673
Beginning GPS: 26.556450000000002, -81.8886489000000007
Ending GPS: 26.6339437, -81.7635822
Debris Type: VEG
Contractor: [REDACTED]
Departure Time: 10-05-2022 10:05:29 AM
Driver Name: [REDACTED]
Load Monitor: [REDACTED]
District/County: Lee Campus
Mission Name:
Placard: C41K
Capacity: 81.62
% Full: 0.85
Registered Load: 69.38

Sample Load Ticket.

WORKFORCE
GROUP

DEBRIS REMOVAL DAILY TOWER LOG

DATE: _____ LOCATION: _____

MONITOR NAME: _____ SIGNATURE: _____

TICKET NUMBER	PLACARD ID	LOAD CALL	CALC. CUBIC YARDAGE	CALC. TONNAGE**
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

Sample Debris Removal Daily Tower Log.

WORKFORCE
GROUP

Daily Time Log

SUPERVISOR: _____ DATE: _____ PAGE: _____ OF _____

NAME (PRINT)	SIGNATURE	TIME IN	TIME OUT	LOCATION	TOTAL	ROLE (Print End)
1						SUPERVISOR CREW TOWER CM
2						SUPERVISOR CREW TOWER CM
3						SUPERVISOR CREW TOWER CM
4						SUPERVISOR CREW TOWER CM
5						SUPERVISOR CREW TOWER CM
6						SUPERVISOR CREW TOWER CM
7						SUPERVISOR CREW TOWER CM
8						SUPERVISOR CREW TOWER CM
9						SUPERVISOR CREW TOWER CM
10						SUPERVISOR CREW TOWER CM
11						SUPERVISOR CREW TOWER CM
12						SUPERVISOR CREW TOWER CM
13						SUPERVISOR CREW TOWER CM
14						SUPERVISOR CREW TOWER CM
15						SUPERVISOR CREW TOWER CM

NOTE: _____

SUPERVISOR SIGNATURE: _____

Sample Daily Time Log.

WORKFORCE
GROUP

Mileage Log

DATE: _____ PAGE: _____ OF _____

DATE	START ADDRESS	BEGIN MILEAGE	END MILEAGE	TOTAL MILEAGE	END ADDRESS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Sample Mileage Log.

PRE-EVENT

Initial Meeting with UCF / Jurisdiction Personnel –

LEMOINE will meet with all essential personnel prior to any event to obtain a clear understanding of UCF's needs with respect to debris removal management and monitoring services. Even though our Team brings extensive experience to this effort, we understand that unique and specific needs and challenges will exist. Thus, we will thoroughly familiarize ourselves with all Parish and project-specific elements to provide the most comprehensive services possible. LEMOINE will immediately begin to coordinate the mechanism for recording and tracking time and materials (T&M) and load tickets to be used in the operation. We will also help to identify other potential sub-applicants with the potential for debris issues such as local water districts, parks departments, etc. Advanced identification of facilities that are known to have, or could potentially have, "special considerations" issues will greatly inform any required recovery effort. These include:

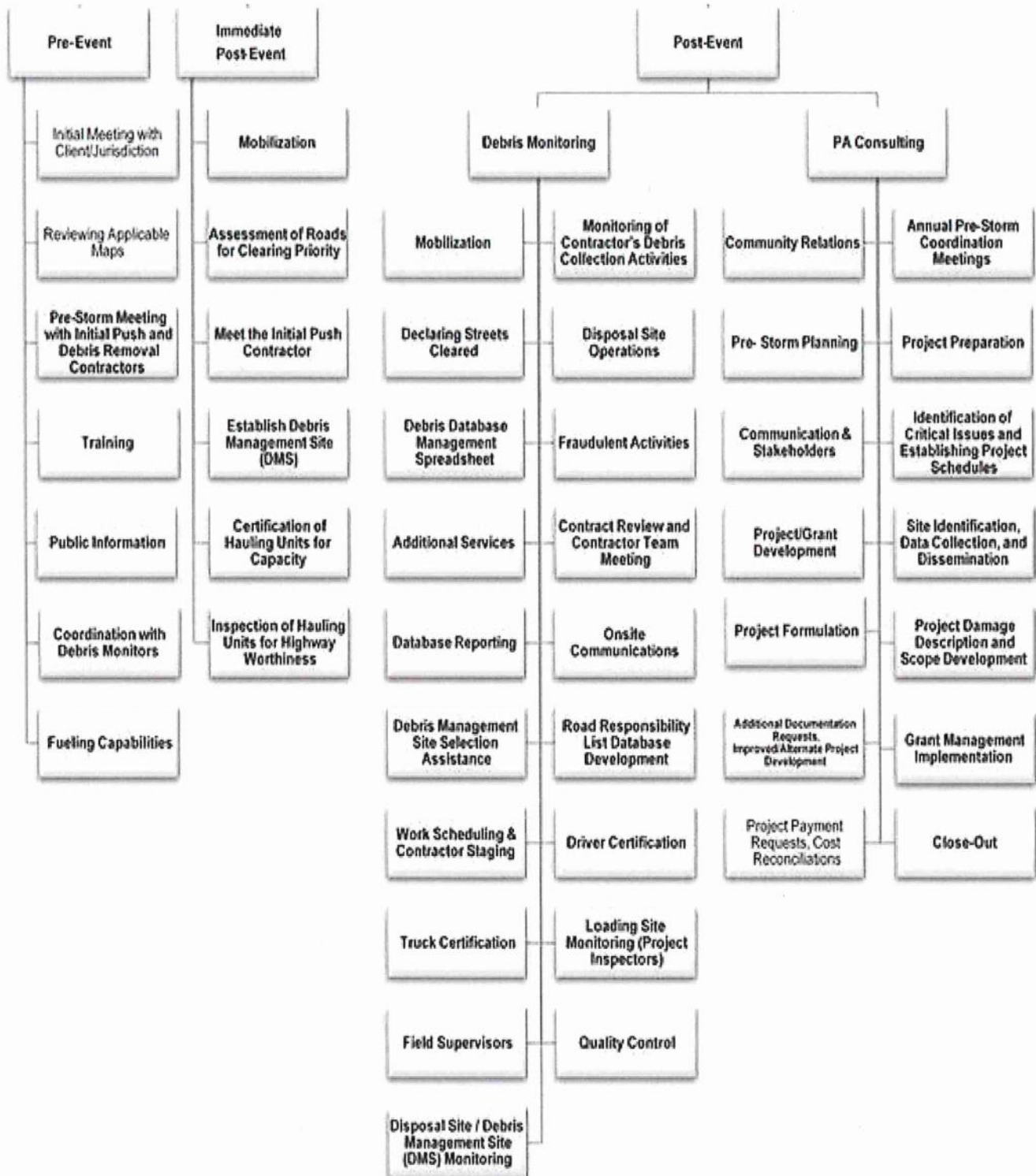
- Parks with endangered and/or threatened species
- Historical and/or archeological sites
- Stormwater systems (e.g., canals, drainage districts, etc.) with specific maintenance records requirements

Reviewing of Applicable Maps – Maps are a critical tool in a debris removal operation, considering that street signs and other roadway markers could potentially be nonexistent in the wake of a major storm event. They will be used to plan activities, track project progress, and assist in invoicing for reimbursement. We will review applicable maps to ensure they provide sufficient information to successfully drive the operation. If needed, we will coordinate with Parish staff to have available the most comprehensive and complete maps possible of the area, ones that fully and accurately distinguish FEMA-eligible roads from all others.

In addition, FHWA funds are often made available for first-pass debris removal on federal aid roads, while subsequent passes required to complete debris removal is usually funded by FEMA. This is due to many state roads and main thoroughfares being constructed with federal aid funding. Since the FEMA PA Program does not allow for a duplication of benefits and cannot provide funding if another federal agency has the primary funding responsibility, it will be necessary to identify any roads that qualify as being FHWA federal aid eligible.

Pre-Storm Meeting with Stakeholders – Similar to a pre-construction meeting prior to the start of a road or bridge construction project, we propose holding a pre-storm meeting with the contractor(s) and essential Parish personnel. The purpose of the meeting will be to ensure that elements crucial to an uneventful start, and ultimate successful operation, are addressed, and that questions have a forum to be asked and answered. Agenda items will include such topics as:

- Introduction of key personnel
- Applicable scope of services
- Area of operation



Debris Monitoring Technical Approach Workflow.

- Maps to be used and applicable roadways
- Area and/or corridors that will be off-limits
- Debris Management Site (DMS) locations
- Documentation and invoicing requirements
- Field operations, to include safety equipment
- Locations of daily staging areas
- Daily toolbox meetings

Road Responsibility List Database Development

– LEMOINE will assist UCF in coordinating with other municipalities regarding road clearance and debris removal responsibilities. Using accurate mapping we can delineate road networks, contractor zones, etc. Our goal is to ensure that there is a clear understanding between UCF and state regarding the road segments to be handled by each entity. In addition to being critical for reimbursement from FEMA and FHWA, it is our responsibility that all roads we are responsible for are cleared in an efficient manner to restore normalcy to the lives of the affected citizens.

Training – The single common thread that pertains to all required debris removal activities is trained personnel who understand the requirements, know what to look out for, and know how to appropriately document what they observe. Maintaining an available force of trained field monitors is not a simple task since at any given time our base of personnel from which we draw is fluid and dynamic, changing with a company's existing workload and personnel requirements. Our team recognizes the importance of the requirement for training, and we maintain a trained base of personnel to provide UCF when the need arises. Depending on the severity of the storm and the extent of damage, we can quickly mobilize large numbers of personnel to provide the fullest and most comprehensive response possible. Additionally, we will provide training to Parish personnel deemed critical to the operation.

Public Information – One of the most useful allies in a debris removal operation is a thorough public information campaign. This should be accomplished prior to a debris-generating event through public service announcements (PSA), social media, utilization of dedicated television cable channels, billboards, information on community utility bills, handouts at community functions or park entrances, etc. Items to be communicated to the public include:

- Proper segregation of different types of debris at the curb
- What to typically expect following an event (types of vehicles/equipment they may encounter in the area)
- Required information should they wish to submit a damage claim
- 1-800 numbers or social media accounts for information updates and schedule as to when their road is expected to be cleaned

Coordination with Debris Monitors – Each monitor will arrive with his/her required equipment, supplies, and materials to properly perform his/her required duties. Supplemental to the documentation required by UCF, and all materials and supplies needed to be able to effectively work from one's vehicle, a complete range of safety equipment will be required, including a safety vest, hardhat, amber vehicle strobe light, and first aid kit. Additionally, long pants and steel-toe work boots, a cellphone, water and food for the day, sunscreen, and cash will be necessary work items. Should UCF require additional equipment or modifications to these guidelines, we will comply. LEMOINE will ensure each monitor knows his/her rally point, the locale where he/she will report as soon as safely possible following the storm. This locale will be pre-coordinated through UCF and could be an Operations Center, a DMS, or another appropriate venue.

Fueling Capabilities – An essential pre-storm consideration is how contractor crews and field personnel fuel their vehicles when gas pumps are not operating due to power outages. And even when power does begin to be restored, lines will be long at the pumps due to public use. One possible solution is to allow all necessary personnel involved in the debris removal effort to refuel at designated government-owned facilities that have generator power, keeping a roster of the amounts being dispensed so that the governmental entity can bill for reimbursement. This is a very important and crucial pre-event coordination.

Mobilization – As soon as safely possible, personnel will begin arriving. We will begin assessing damage and coordinating for arrival of the initial push contractor crews. We will also attempt to contact our Parish point(s)-of-contact, however, cellphone and internet capabilities will most likely prove to be an inconsistent, if not impossible, means of communication for the first few days. Therefore, our initial coordination will most likely occur on-site at the pre-designated rally point(s). Lodging will begin to be surveyed to provide accommodations for personnel arriving from out of the area. Power outages could be widespread, affecting ATMs, gas station pumps, grocery stores, and all other normal community services. Our personnel will be instructed to arrive with those items necessary to self-sustain for at least two weeks.

LEMOINE is prepared to begin work immediately and can mobilize and deploy monitors within 24 hours after notice-to-proceed, essential staff within 12 hours. Maps of Parish properties will be posted at this time, and our Automated Debris Management System (ADMS) database, which includes our proprietary contractor registration, driver registration, and hauling unit certification will already be online.



ADMS Homescreen.

AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS)

In recent years, our team has invested considerable time and resources in development of a comprehensive Automated Debris Management System (ADMS) including web and mobile applications. Our ADMS incorporates ArcGIS, Near Field Communication (NFC), and other modern technologies to provide UCF with real time data giving accurate situational analysis capabilities. It is important to note that our mobile ticketing system does NOT depend upon a cellular signal to transfer offline data from the collection site to the disposal site. The ADMS provides operational mapping, enabling project managers the ability to schedule and manage the project with a high level of accuracy and efficiency.

The ADMS features pre-designed reports which provide meaningful project data summarized by the following necessary factors: date range, pay item, disposal site, jurisdiction, contractor, and funding agency. The ADMS report includes quantities and cost for each of these factors along with graphical chart representations and project totals. Using Metric's ADMS, the time associated with invoicing is reduced and the accuracy is increased. The ADMS allows UCF to track payment approvals and their impacts on PWs and Contracts. As a result, UCF may ensure proper funding is in place.

Our ADMS System can identify and providing aerial Pictometry and obliques of potential disposal sites and can link all the records associated with the site (including plans, permits, and site close-out documents) to a map. We can conduct initial environmental assessments of DMS locations, provide a memo documenting environmental issues required for consideration under the NEPA and PD&E processes, and also provide recommendations for best management practices as appropriate to avoid impacts to regulated resources. When regulated resources are present within or abutting proposed debris staging areas, we will coordinate with regulatory agency staff to provide concurrence on appropriate use of the site to minimize or avoid permitting requirements.



ArcGIS Dashboard.

The LEMOINE ADMS is the backbone and core of our emergency debris management operations. It is used in every single aspect of our debris removal monitoring, bridging people and technology, from planning and administration to logistics, field operations, and communications. It incorporates electronic ticketing, contractor personnel and equipment credentialing, GPS locating, our mobile command center, remote satellite and internet communications, contract documentation, document reporting, photos, aerial Pictometry, and electronic forms and modules such as Leaners, Hangers-and-Stumps, Detailed Damage Inspection Reports (DDIRs), and FEMA PWs. It utilizes the latest in database and GIS technologies, servers, and mobile data management. The system includes multiple security features to reduce or eliminate fraud, and provides instant debris operational status via a secure, web-based interface, accessible 24-hours a day, seven days a week. A load ticket is displayed and all related information regarding that ticket, including its disposal site is shown. Daily and cumulative figures for both number of load tickets and quantity of debris are optional reports that can be run.

As part of the Truck Certification module of our ADMS, when the information is loaded into the Module, the system recalculates the volume of the vehicle to double check the manual calculation. Any discrepancies are immediately reported to field supervisors, contractors, and the PM to re-certify the vehicle. The ADMS and the Truck ID Smartcard will maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space (per FEMA guidelines), certified weight, photographs, license information, vehicle identification decal issuance and regular monitoring of vehicle modifications. All trucks will be inspected for compliance with local, state, and federal minimum standards.

If SmartCard data (picture, placard, tag, dimensions) does not match the physical attributes of the actual truck, the truck will not be allowed to load, and the card will be deactivated immediately. Additionally, due to the amount of equipment, personnel, and the overall environment in the aftermath of a storm, damages resulting from contractor operations are inevitable. Our ADMS system will assist in tracking, managing, and resolving this aspect of debris removal operation.

Debris Estimate Methodology

Assessment of Roads for Clearing Priority – Once the debris-generating event has passed, on-the-ground conditions must be assessed. This activity can be performed by our personnel and/or Parish personnel who are on-call and have been assigned a corridor or an area to inspect while making their way to a pre-arranged rally point. In determining the areas to first be addressed, priority will be given to those roads and areas that include emergency services such as fire and police stations, hospitals, and ambulance routes. Power sub-stations and pre-determined routes for arriving emergency relief personnel, equipment and supplies will also be taken into consideration. This will also include any areas specifically identified by UCF.

Debris Estimates – LEMOINE employs a two-tiered approach to performing initial debris estimates. We will primarily rely on traditional ground estimates to determine the estimated quantities of eligible storm debris. Our debris management personnel, along with Parish officials will define the area covered by the debris estimate:

- Divide the area, as needed, to differentiate differences in debris types and amounts, which may be influenced by items such as differences in land use (e.g., rural versus urban) within the area
 - Division of the area into sections should consider how UCF may have divided the area into sections, either for the purpose of developing debris estimates or for planning the execution of debris removal activities
- Determine whether comprehensive debris measurements (e.g., street-by-street) or measurement of a representative sample is appropriate for the estimate requirements
- Identify and obtain the personnel and equipment necessary to complete the estimate
 - The number of personnel used depends on the area to be covered, ease of access to the area, schedule to complete the estimate, and availability of personnel resources
- Ensure the measurements include all eligible debris
 - Eligible debris may include disaster-generated debris located in the yards or inside of residences that has not yet been placed on the right-of-way
 - Limbs hanging in trees that will likely be placed on rights-of-way will be included
 - Flood disasters may produce personal property debris (e.g., household furnishings, clothing) that may still be in residences at the time of the debris estimate

Ineligible debris (e.g., old tires, residential construction materials, and white goods awaiting disposal prior to the disaster event), will not be included in the eligible debris assessment. However, ineligible debris (estimated quantity and location) should be noted so that it can be properly addressed during project formulation.

It is important to note that debris may undergo changes in volume during the handling process. Flood-deposited sediment may be naturally compacted in place, and the volume may increase when it is removed. Inversely, leafy vegetative debris located on public property and rights-of-way may experience a significant reduction in volume when it is mechanically loaded into trucks.

LEMOINE can also utilize drones to obtain arial measurement estimates. We typically use the arial measurements as a complement to direct ground estimates. However, certain in certain instances, we may rely solely on arial estimates:

- In a situation where rough estimates must be developed quickly, such as for a PDA
- Areas that are difficult to access
- Cases where it is difficult to determine quantities from the ground level

Analysis Of Debris Operations

Coordinating Initial Push – The purpose of the Initial Push (if necessary) is not to collect and dispose of debris, but rather to clear roads of debris blocking lanes and hindering the movement of vehicular traffic. This is accomplished by pushing the debris from travel lanes onto the shoulder, or else cutting the debris to a point no more than 2 feet behind the edge of pavement or guardrail and piling cut sections off the roadway. The contractor's cut-and-toss personnel and equipment will begin arriving at the area and be met at pre-determined staging areas. FEMA guidelines require that no more than 70 operational hours be dedicated to this effort under time and materials (T&M). We will take our guidance from UCF regarding allotted time to accomplish cut-and-toss but anticipate it taking no more than 70 operational hours.

Coordination with contractor crews will begin immediately, including assignment of areas/corridors for initial push operations. Each crew sent to begin an operation will be accompanied by a monitor who will use a Daily Report form to document T&M efforts of the cut-and-toss contractor. Under T&M, the contractor should not be allowed to utilize whatever forces he likes, but rather UCF should designate the makeup of a typical cut-and-toss crew and the contractor will bill his crew hours based on the effort. A typical cut-and-toss crew is comprised of a supervisor with vehicle, one rubber-tired piece of equipment with operator, and two chainsaw operators with chainsaws. MOT and laborers are included in the T&M unit crew rate (not paid for separately).

Right-of-Entry (ROE) – This program focuses on unsound structures, hangers, leaners, stumps, and sand/silt removal that pose a danger to public health and safety that are located on private property or other improved property because of damages resulting from a disaster. We can assist with press releases, public notices, informational fliers, and a debris website where a downloadable ROE/hold harmless agreement form can be obtained. Our team can also assist in determining if the ROE application is for community property or the

property is jointly owned, obtaining a photo ID, description of the property, typically a metes and bounds (which is usually part of the deed or act of sale) and/or a survey plat of the property with all improvements. All documentation will be entered into a project folder that can be easily turned over to FEMA as reimbursement documentation.

Removal of Leaners, Hangers, and Stumps – One of the most contested debris items during previous storm seasons was the removal of leaning trees, hanging limbs, and stumps. With the promulgation of new FEMA policies, many applicants were left facing hundreds of thousands, if not millions of dollars, of funds de-obligation. We will follow FEMA-325 rules regarding the documentation of the location of all leaners, hangers, and stumps, in coordination with UCF, state, FHWA and FEMA. LEMOINE will monitor and ensure that the scheduling and removal of such items proceed in an appropriate fashion. For example, hanging limbs will not be cut and removed from leaning trees scheduled to be removed. We will also ensure that contractors backfill any holes after the stump removal. To better serve our clients, LEMOINE created a specific module for our ADMS™ system to provide electronic tickets of hangers, leaners, and stumps. The module takes all necessary documentation, like GPS coordinates, questionnaires, photos, and signatures, to ensure federal reimbursement.

Solid and Hazardous Waste – Our Team is familiar with both federal and LDEQ policies and procedures relevant to solid and hazardous waste. Solid and household hazardous waste must be segregated both in the right-of-way, DMS and final disposal sites. The LEMOINE Team will provide clear guidance to UCF and the debris haulers relevant to the segregation and schedule of pick-up for solid, household hazardous waste, white goods, and e-waste. All these debris types will need to be collected, transported and disposed of in accordance with federal and DEQ standards.

Should any type of hazardous material be stored at a DMS site, the assigned monitoring crew will include a monitor who is HazMat-certified at that location to ensure incompatible chemicals are not inadvertently mixed/stored together, creating a potential threat to disaster recovery workers and the public. Furthermore, if a local jurisdiction intends to require the collection of any type of hazardous material by a debris removal contractor, the contractor should be required to provide a HazMat-qualified crew for those collection activities.

DEBRIS VEHICLE CERTIFICATION

Certification of Hauling Units for Capacity – Clear and concise measurements of a hauling unit's bed are required to be taken and documented in the presence of the contractor's representative, accounting for any irregularities in the bed that reduce the overall capacity (i.e., hydraulic lift boxes, wheel wells, side tapers, etc.). Also, additions that add capacity are documented, such as side rails, rear extensions, etc. Once completed and certified, the information is filed and entered our debris database management system for later use in

checking and authorizing contractor invoices for payment. FEMA policy also dictates that if a hauling unit's tailgate does not go all the way to the top of the bed or is not of a sturdy material (wire mesh), the maximum capacity assigned is 85%.



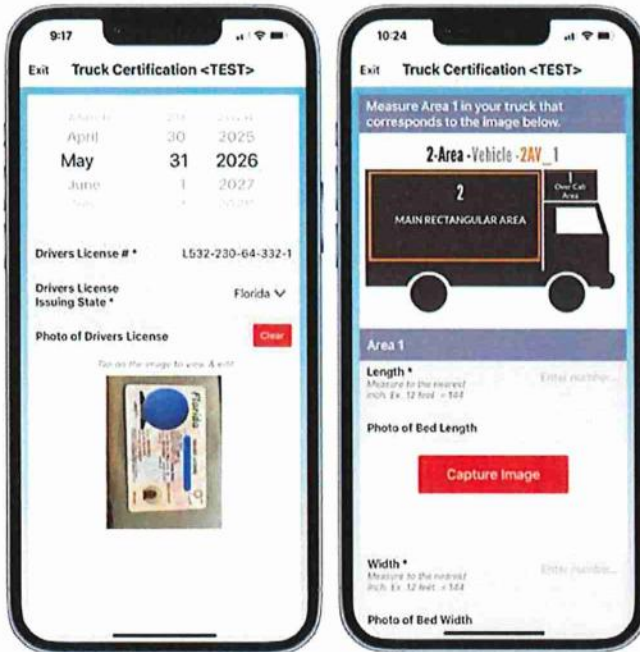
Truck Hauling Debris.

This is because there would be nothing against which to compact the load, thus resulting in a fluffier load than desired. However, if the truck is certified for capacity to the height of the tailgate (the loadable/compactable area), and a paint line is drawn on the outside of the bed so that the "full" line is clearly marked, then standard calls can be made. This practice accomplishes two things: it motivates the contractor to have full tailgates on their loadable area, and it eliminates the potential for percentage calls being questioned by FEMA, which can result in a reduction of eligible debris quantities at close-out. After certification, a capacity placard is attached to the side of the truck bed indicating each truck's uniquely assigned number and certified cubic yard capacity. This placard includes a means for noting if the truck used side rails or extensions to increase its capacity, thus lessening the chance of later removing the extensions to reduce load time while still receiving consideration based on the original certified capacity. If UCF does not already have a unique numbering system that it prefers to use, the LEMOINE has created a numbering system that can be easily implemented.

Inspection of Hauling Units for Highway Worthiness

– While not identified as a requirement under this contract, we propose performing an inspection prior to capacity certification to help ensure hauling units arriving for duty are highway worthy. Items considered vital for safe operation include all lights being operable, functioning horn, no bald tires or severely cracked windows, all mirrors being present, no fluid leaks, and current vehicle registration, insurance, and driver's license. Also, we would check the hauling unit's tailgate to ensure it is of a sturdy enough material to allow for compaction of a load inside the bed. These requirements would be presented to the contractor prior to his mobilization.

Driver Certification – LEMOINE administrative personnel will review and issue driver credentials. We will check for a valid driver's license, run MVRs, and verify that the drivers have the appropriate license and insurance. LEMOINE will ensure through the verification process and issuing of credentials that all drivers are authorized to be on the job. To deter the falsification or switching of credentials, drivers will be required to present their credentials at loading and disposal points to receive a load ticket. If the picture or information on the ID does not match that driver will not be allowed to proceed.



Sample Truck Certification Screens.

Truck Certification – Correctly certifying trucks is a critical component of any debris operation. Because the typical vehicle can make hundreds of runs, small discrepancies can add up to hundreds of dollars. Following federal and state guidelines, LEMOINE has established a standard methodology and form for truck certification to reduce the occurrences of miscalculations and eliminate discrepancies. As part of the truck certification module, when the truck certification information is loaded into our Truck Module, the system recalculates the volume of the vehicle to double check the manual calculation. Any discrepancies are immediately reported to field supervisors, contractors, and the project manager to recertify the vehicle. The ADMS will maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space (per FEMA guidelines), certified weight, photographs, license information, vehicle identification decal issuance and regular monitoring of vehicle modifications. All trucks will be inspected for compliance with local, state, and federal minimum standards. Again, if ID data (picture, placard, tag, dimensions) does not match the physical attributes of the actual truck, the truck will not be allowed to load.

Aspects of the LEMOINE's truck certification procedure include:

- Use of LEMOINE's certification form, which includes the latest in FEMA guidelines on truck certification documentation and volume calculations
- A "how-to" truck measurement instruction manual
- Minimum Vehicle Requirements: LEMOINE will inspect collection vehicles to ensure state compliance
- Special notations on truck placards for sideboards and other unique vehicle attributes. These notations inform tower monitors that the measured capacity includes sideboards (or other modifications), thus discouraging collection contractors from fraudulently altering vehicles after certification.
- Issuance of credentials, Truck/Driver ID
- Photo documentation and database inventory of vehicles and drivers
- Periodic spot-checks every two weeks, and recertification of trucks that were potentially altered after initial certification

COLLECTION SITE MONITORING

LEMOINE will provide fully trained loading monitors to assure that proper and compliant documentation protocols are established and followed. At a minimum, one field monitor who is familiar with federal eligibility requirements will be provided for every debris contractor field crew. Our collection monitors will perform loading point site inspection of debris cleanup and collection. We will provide monitors to inspect and control debris collection, utilizing load tickets, field logs, digital cameras, and other documentation as needed, and ensure that only eligible debris is loaded. In addition, each monitor will be furnished with a loading monitor ID identifying them as credentialed employees and a loading monitor debris management guide. Prior to monitors being placed in the field, they are required to participate in our comprehensive training program.



Collection Site Monitoring with Debris Removal in Process.

Loading Monitoring responsibilities and services include:

- Monitoring collection activity of multiple trucks and pickups
- Issuing load/electronic tickets at loading site for eligible loads only

- Properly monitoring and recording performance and productivity of debris removal crew
- Ensuring compliance with client contracts and federal/state requirements by all contractors remaining in constant contact with senior project inspectors
- Verifying each load ticket for accuracy, eligibility, and completeness (100%) before allowing the truck to proceed to a disposal site
- Identifying, addressing, and resolving any questions or problems that could impact work area safety and/or eligibility for cost reimbursement
- Ensuring that loads are contained, and trucks are properly secured before leaving the loading area
- Surveying and identifying special need areas (areas that contain larger items such as tree stumps, construction and demolition debris, animal carcasses, hazardous trees, and hazardous materials)
- Maintaining a site list and reporting immediately or at the end-of-day debriefing meeting, as necessary
- Surveying and recording on maps and in a cleanup log, the streets where debris removal has taken place as well as special needs locations
- Ensuring and communicating that contractor(s) are working in assigned collection areas
- Monitor contractor compliance to permit requirements
- Providing daily reports and load logs
- Performing other duties from time to time as directed by the Project Manager or designated debris management personnel

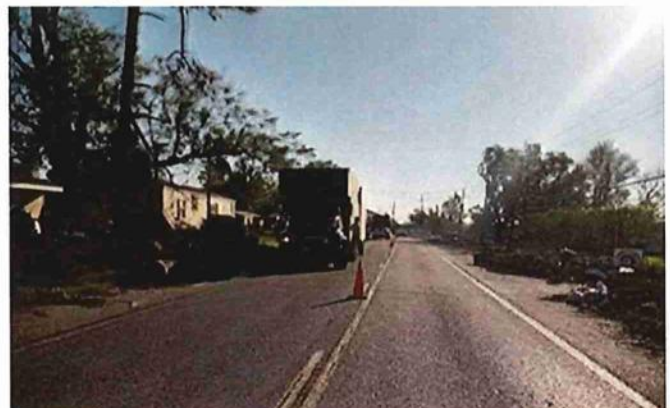
Field Supervisors – LEMOINE will provide UCF with experienced and trained field supervisors to oversee and coordinate the activities of all our loading and disposal site monitors. Their roles and responsibilities will include:

- Serving as the field quality control and quality assurance officer
- Oversight and scheduling of all activities performed by our monitors as well as the contractor's personnel and equipment
- Ensuring that only eligible debris, as defined by FEMA policy guidelines, is being collected by the debris contractor and any subcontractors, if applicable
- Ensuring that loading and disposal monitors (project inspectors) are properly documenting and completing loading tickets
- Coordinating daily activities between LEMOINE monitors and the debris hauling contractors
- Compiling and reviewing all required and requested reports from the field
- Coordinating and managing the mapping of debris collection activities
- Responding to and documenting issues regarding complaints, damages, accidents, or incidents involving our team or contractor personnel and ensuring that they are fully documented and reported to UCF

- Making recommendations to the Debris Project Manager about how best to resolve issues arising from damage complaints, and following up to ensure all repairs are made in a timely manner
- Verifying that the removal of stumps, hangers, and leaners is fully and adequately documented and photographed, and that eligibility criteria and contracted agreements regarding their removal are adhered to
- Ensuring that first pass debris collection from FHWA eligible roads is documented accurately
- Stopping any work in progress that is not being performed or documented in the approved manner, and immediately notifying the Project Manager of any such incident
- Ensuring that debris removal efforts are being completed as assigned in the proper areas and of the proper types
- Ensuring compliance with client contracts and federal/state requirements by all contractors and subcontractors
- Ensuring that contractor(s) are working in compliance with all federal, state, and local safety regulations and permits as appropriate
- Document and report hazardous trees and stumps, including hanging limbs and leaning trees and ensure proper documentation is completed for reimbursement purposes
- Assist in the mapping and tracking of debris (eligible and ineligible) on the public property and rights-of-way
- Assist in the final inspection and debris mapping of debris zones for first pass, final pass, and zone closure
- Identify, log, and report any potentially hazardous situations and track their remediation

Every day, our monitors will arrive at predetermined locations approximately one hour prior to the beginning of that day's monitoring activities. They will be briefed by the Operations Manager or Field Supervisor regarding:

- The previous days operations;
- Current work zones and loading points;
- Operational issues; and
- Safety

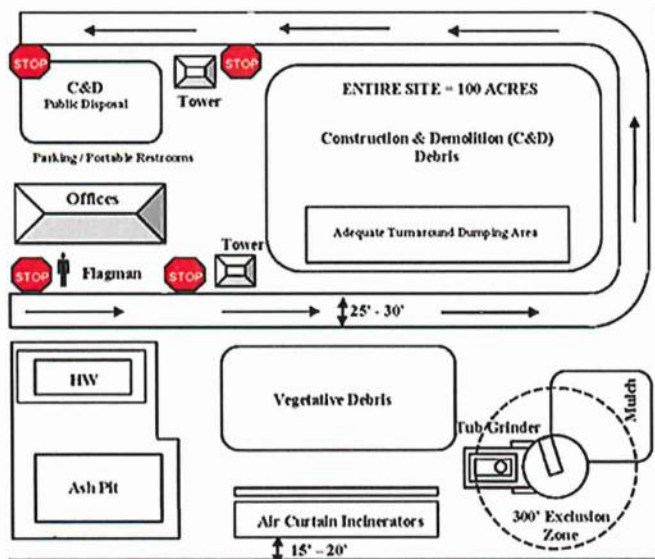


Declaring Streets Cleared.

Declaring Streets Cleared – As the debris removal operation progresses, declaring streets cleared will be an ongoing activity. FEMA/FHWA considers first-pass completed once a single pass has been completed on all eligible roadways. An effective public information program that announces the schedule of debris removal in each area is critical to successfully accomplishing this effort. Roadways will be tracked and mapped daily and available for reporting the following day. As debris removal progresses, the second-pass effort may commence prior to the first pass being completed; however, once all eligible roads have received one pass, first pass should then be declared.

DMS AND FIXED SITE MONITORING

Establish Debris Management Site (DMS) – If UCF elects to utilize DMS in addition to its waste management facilities, we can assist with their identification and environmental clearance for use. To be prepared to receive debris once removal operations begin, setup and establishment will begin as quickly as possible following the debris-generating event. The most crucial operational element is ingress and egress to the debris management site, followed by placement of the tower from which arriving loads will be observed for capacity. Depending on the size and layout of the site, it may also be necessary to have a second tower erected to verify that the hauling units exiting the site are in fact empty upon their departure and not attempting to leave with debris still in their cargo. Pre-operation pictures will be taken at each site to document existing conditions.



Sample Layout for DMS. Source: FEMA 2017

These will prove useful following operations and during restoration efforts. MOT requirements for each site will be coordinated with the debris removal contractor. We will also require the contractor to ensure the tower is equipped with a shade to help protect TDSR site personnel. Portable restroom facilities will also be required at each site. Should any type of hazardous material be stored at a TDSR site, the assigned monitoring crew will include a monitor who is HazMat-certified at that location to ensure incompatible chemicals are not

inadvertently mixed/stored together, creating a potential threat to disaster recovery workers and the public. Furthermore, if a local jurisdiction intends to require the collection of any type of hazardous material by a debris removal contractor, the contractor should be required to provide a HazMat-qualified crew for those collection activities.

Disposal Site Operations – At most sites, vegetative debris can be reduced by grinding, while at others reduction by burning (either an open-pit burn or a controlled incineration) may be possible. Regardless of the ultimate reduction method used at each site, the method of calling a load will be the same. The disposal site monitor will be responsible for making a fair determination of the "percentage-full" of a given hauling unit upon arrival at the site. This is accomplished by physically observing the bed of the hauling unit from a height and vantage point where the entire bed can be seen, and this can only be done with a tower high enough to make such an observation. The contractor is required to provide such a tower, possibly two, at each site. Voids in the load are noted, distance of debris from the vehicle's top rail is estimated, and an overall percentage-full is assigned. This is typically done in the presence of, and in conjunction with, a contractor representative. However, the disposal site monitor is the final authority, with any disputes being immediately escalated to the next level for final resolution.

Additionally, a ground "walk-around" monitor should be utilized for instances where a hauling unit does not have solid sides and an additional set of eyes is useful in detecting voids in the bed not readily visible to the tower monitor. These would be caused by under-compaction of the load, loadouts that left voids in the bed, or trees/bushes placed trunk-down to appear from the top to be a full load. Upon determination of percentage-full, the disposal site monitor records the percentage on the load ticket transported to the site by the driver, then performs the calculation of that load for payment. The load ticket is complete when the disposal site monitor and the contractor's representative both sign the ticket. UCF's copy of the load ticket is initially retained at the disposal site, and the remaining copies are retained by LEMOINE and given to the contractor's representative for their internal use.



Active Disposal Site.

Once the load has been called and the load ticket completed, the driver is directed to the location where the load is to be dumped, and the hauling unit is once again inspected as it exits the site to ensure the driver indeed dumped the entire load. This is necessary as a double-check to ensure that some of the debris was not retained in the bed of the truck to facilitate turn-around time more quickly for the next load, thus awarding the driver more cubic yardage than was deposited. If a participating local jurisdiction approves the use of hand-loaded trucks, the load site monitor will indicate "hand loaded" on the top of the load ticket so proper reduction can be taken at the TDSR site tower.

In the instance where debris is reduced to mulch by grinding, the original disposal site then becomes the loading site for the "haul out" operation of the reduced material. Prior to a load of reduced material leaving the TDSR site for its final disposal location, a load ticket for the reduced material will be written the same as when the debris was first loaded in the field, and it will follow the same previously outlined procedures for calling the load and completing the load ticket.

Disposal Site / Debris Management Site (DMS) Monitoring – LEMOINE will collect environmental baseline data, per local, state, and federal requirements, from the designated emergency debris management sites prior to opening these sites. We will manage the inspection of the disposal or unloading sites, as well as provide all support services required by UCF. At least two (2) disposal site tower monitors will be assigned to each disposal site UCF designates.

Disposal Site Monitors' responsibilities and services include:

- Verifying each truck that delivers debris to the DMS matches its manifest load ticket: truck number, type of debris or brief debris description, and capacity
- Confirming that each truck arrives with the load properly tarped and contained, and is operating safely
- Making sure each truck/hauling unit is fully discharged and empty upon departure
- Organizing load tickets for proper storage, tracking, and review
- Providing DMS operation statistics such as number of vehicles, number of cubic yards processed, and any other operational statistics requested
- Remaining in constant contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could impact work area safety and eligibility for cost reimbursement
- Reporting number of loads observed
- Maintaining accurate daily logs of tickets inventoried and/or voided
- Documenting efforts, including sorting, regarding recyclables to ensure maximum reimbursement
- Opening and closing DMS, ensuring proper documentation transfers

- Performing other duties from time to time as directed by the debris management project manager, or designated Parish debris management personnel
- Assisting with securing DMS sites and returning them to their original state upon project completion

Using our automated debris management system, DMS sites can maintain near real-time operating statistics, including the total and available capacity of a site. The system also produces individual as well as summary reports of all sites.

Management Of Debris Recovery Contractors

Daily Reporting – LEMOINE will provide daily status updates to Parish. This reporting will include creating, updating, and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger, and leaner information and images. All electronic reporting will be provided in a format acceptable to UCF and UCF shall have access to the database to perform queries and produce reports. These reports will include, at a minimum:

- Debris collected from rights-of-way and/or collection centers
- Debris accepted at the DMS and/or final disposition
- Debris recycled/reduced at the DMS and taken to final disposition
- Any operational or safety issues

Monitoring of Contractor's Debris Collection Activities – Prior to each day's activities getting underway, LEMOINE will stage the contractor's forces and our monitors at a location central to the operations. From there, we will hold a daily toolbox meeting covering all safety aspects of the operation, reviewing critical elements such as MOT, eligible vs. ineligible debris, and clarifying to all any questions that arose the prior day. Assignments will be clearly made utilizing either a corridor-by-corridor approach or a sector approach, ensuring that both the contractor crew chief and his assigned monitor understand exactly their area of operation. Upon a crew arriving at their designated location to begin the day's activities, the first order of business will be to establish an acceptable MOT setup for the given location, equipment, and operation. This is critical to ensuring the public's safety, as well as the safety of all personnel involved in the actual operation. MOT will continue to be evaluated throughout the day, being adjusted as needed and when conditions warrant. As debris collection begins, our monitors will ensure collected debris is eligible based on FEMA guidelines and any instructions received from UCF.

The load site monitor will be responsible for complete documentation of applicable portions of the load ticket, to include exact location from which collected, all pertinent vehicle and driver information, type of debris collected, and time of day collected. Our position with respect to drivers who try to avoid requirements or intimidate our personnel is simple: we do not write a load ticket for a questionable load, and the field

monitor immediately notifies a supervisor for resolution. We also recognize that UCF and/or participating local jurisdiction may be responsible for debris removal along federal aid roads that fall under the jurisdiction and reimbursement criteria of the FHWA. In these cases, our monitors clearly indicate FHWA on the load tickets, and those loads are tracked separately in our debris database management system for final reimbursement billings to the FHWA. A built-in quality control feature we utilize is not allowing the same load site monitor to be assigned to a crew for more than three to four consecutive days. This procedure ensures that proper debris collection and monitoring techniques remain sharp and focused, greatly reducing opportunities for fraud.

Contractor Damages – Due to the amount of equipment, personnel, and the overall environment in the aftermath of a storm, damages resulting from contractor operations are inevitable. LEMOINE will assist UCF in tracking, managing, and resolving this aspect of debris removal operations.

Fraudulent Activities – Debris removal and disposal operations can lend themselves to fraudulent methods if not watched closely and monitored continuously. We have previously discussed some measures that will make it much more difficult for some of these methods to be utilized, such as inspecting all departing trucks leaving DMS to insure they dumped their entire load and having a unique truck identification numbering system that incorporates indicators as to whether that truck had capacity-increasing characteristics at the time of certification. We also discussed not allowing the same field monitor to be with a crew for more than a few days, thereby keeping everyone sharp and focused.

Additional activities of which our field personnel are keenly aware include attempting to collect ineligible debris, attempting to charge the public for debris removal, removing debris from DMS during non-work hours to collect it a second time for payment, and illegally disposing of debris by burying it on-site after receiving credit for it. These activities and others can be overcome using a trained monitoring force and continuously stressing to field personnel that these types of actions can and do occur if monitors are not constantly focused and aware.

Hauler Invoice Reconciliation – Information that gets the contractor paid and UCF reimbursed is derived from two sources in the field, the loading site, and the disposal site. A copy of the load ticket with applicable sections completed is retained at each location. Verification of the authenticity of a load of debris occurs when both copies are rejoined in the office, thus authorizing payment for that load. However, we do not wait for the tickets to reach the office to begin entering our data. They are automatically downloaded electronically at the time of ticket production. This process greatly reduces the overall effort and allows for any load ticket questions to be immediately addressed in the field. In potentially dealing with tens of thousands of load tickets with hundreds of thousands of pieces of information in the master database, we inevitably

have information that does not match that of the contractor. However, we have an automated reconciliation process and these two can quickly be reconciled.

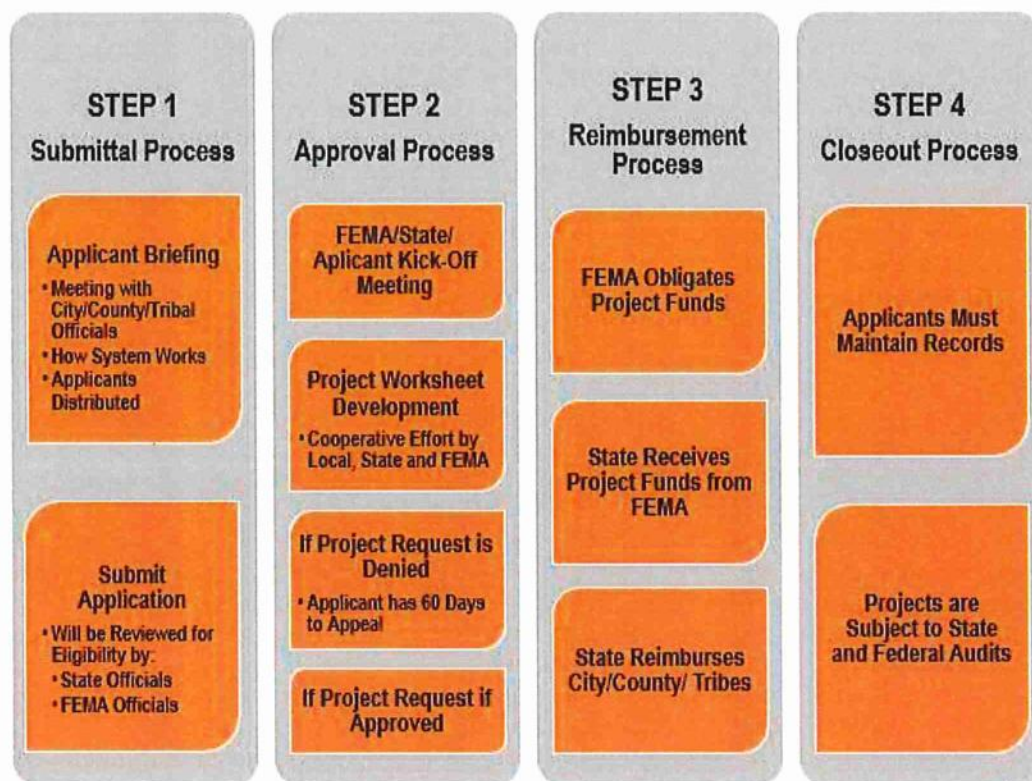
Billing/Invoicing To FEMA + UCF

Through our experience, we have observed that most ticket errors or problems occur within the first few weeks of the debris removal operation. Personnel at all levels are aware of the importance of providing a quality work product. We will provide a designated QA/QC Specialist to oversee operational performance and support the Project Manager, Operations Manager and Field Supervisors in implementing our QA/QC protocols and procedures. QA/QC activities may include but are not limited to:

- Daily review of ticket data, scale receipts and other manifests
- Reconnaissance of current debris zones for daily progress
- Random re-certifications of debris contractor vehicles
- Random health and safety inspections and audits
- ROW Monitor location tracking and Tower Monitor performance measurement
- Debris Contractor performance measurement
- Debris Contractor invoice reconciliation

Debris Hauler Invoicing – Our process involves comparing the contractor's submitted information with that in our master database and generating reports that detail the discrepancies. We then provide the hauling contractor with the report and images of all associated tickets. The hauling contractor updates its records and resubmits the file to our data manager who runs the reconciliation program again, verifies all discrepancies have been resolved, and recommends payment of the hauling contractor's invoice to UCF, thus getting monies into the pipeline to the contractor and his subs. In short, we do not hold up a dollar for a dime, realizing it is UCF's intent to pay contractors as quickly and as accurately as possible. However, we also do not simply pay the contractor what he claims he is owed, but rather pay him for the quantities and the amounts upon which we can both agree.

Debris Monitoring Invoicing – LEMOINE's invoices can be submitted weekly, bi-weekly, or monthly depending on client preference. Invoices will contain all hours worked for that invoicing period delineated by personnel name and labor category. A separate detail will be provided for mileage reimbursement. This will also be delineated by personnel name and labor category. Mileage will be reimbursed at the standard GSA rate. A third detail will be provided for any pre-agreed upon eligible reimbursable expenses such as lodging, per diem, etc. All invoices will include hard copy backup documentation. Backup documentation will consist of daily timesheets and mileage logs as well as any receipts for the pre-approved eligible reimbursable expenses.



Public Assistance Process in Four Steps.

FEMA PA + PW + REIMBURSEMENT SUPPORT

The final component of our work is to make sure that what took place following the disaster is properly documented and that UCF maximizes its reimbursement funding from FEMA and other agencies. Throughout the course of the project our team will monitor and document debris contractor collection and disposal operations to maximize the reimbursement of eligible costs incurred by UCF. Daily operational reports and the ADMS database will provide the basis for final reconciliation reports that may be required for PW and reimbursement supporting documentation.

LEMOINE also employs several procedures throughout the debris management effort to achieve maximum reimbursement. Typical procedures include initial and regular follow-up meetings with FEMA to confirm their requirements and ensure all parties understand the data and have equal expectations. Further, we manage the debris contractor in accordance with the Debris Contractor's agreement with UCF, work to reconcile contractor invoices and subsequently give payment recommendations.

Our leadership team are technical experts in all aspects of debris management and FEMA PA, and each team member has further specialization in one or more of the debris mission functional areas to ensure we have depth in our staffing capability. Our team comprises personnel with the most experience in implementing debris monitoring services. Our

Team has worked collaboratively and efficiently together on disaster recovery projects across the United States. We have worked with our proposed subcontractors on multiple projects and have internal mechanisms in place to ensure performance and accountability for our clients.

The LEMOINE Team is organized into specialized areas of concentration for each team member. Federal grant programs require significant knowledge and capability in each of the programmatic areas, and we strive to have at least one or more team members be a subject matter expert in each of those areas. This approach allows our team to provide comprehensive services at any level of project or size by augmenting our team with other specialized firms and the required level of project personnel.

Our team has assisted many communities with debris management operations and has aided with FEMA and other federal agency reimbursements and appeals following a disaster. Our staff will work closely with UCF, state emergency management and FEMA personnel to facilitate the reimbursement of eligible costs incurred. Our qualified team will assist in writing, compiling, and reviewing FEMA PWs, as well as associated direct administrative costs pursuant to FEMA guidance documents. Our team will also assist with reviewing and facilitating other FEMA reimbursement documentation requests as applicable; as well as supporting any appeals for requests to FEMA or any subsequent audits.

LEMOINE shall provide professional oversight to monitor compliance with local, state, and federal regulations, including FEMA regulatory and reporting requirements. We shall stay current with FEMA and FHWA policies and procedures and notify Parish representatives as issues arise.

To ensure that processing of federal funding is acquired as quickly as possible, LEMOINE will be responsible for the following information and its accuracy:

- | | |
|---|--------------------------------|
| • Review/reconciliation of debris contractor invoices | • ADMS Database and event data |
| • Monitoring information | • Invoices |
| • Project Status Reports | • Vehicle Certifications |
| | • Compliance Oversight |

We will retain and provide all records to justify all charges, expenses, and costs incurred in the work performed for at least three (3) years after completion of the contract between UCF and LEMOINE. You will have access to all records, documents and information collected and/or maintained for the course of the team's agreement. The information will be accessible at any time upon request, for purposes of inspection, reproduction and any audits, there will be no restrictions on UCF's request.

RELATED SERVICES

NEPA Compliance – DMS site selection and operation will follow the National Environmental Policy Act (NEPA). Enactment of NEPA led to enactment of other laws and regulations protecting the environment. Notable examples include the Clean Air and Water Acts, the National Historic Preservation Act and many others. Section 316 of the Stafford Act provides a statutory exemption (STATEX) from the provisions of NEPA. Debris removal operations are statutory exempted from NEPA review and documentation; however, other requirements may need to be met. Debris operations and specifically the location and operation of a DMS will be evaluated for extraordinary circumstances.

Baseline Data Collection – Private and public land used as a DMS should be returned to its original condition following site closeout. Baseline data are essential to document the condition of the land before it is used as a debris storage and reduction site. As soon as a site is selected, LEMOINE may be tasked with establishing the DMS baseline data. The DMS manager will work closely with UCF, state, and federal officials to develop baseline data. The following actions will be taken to develop baseline data on all selected DMS sites:

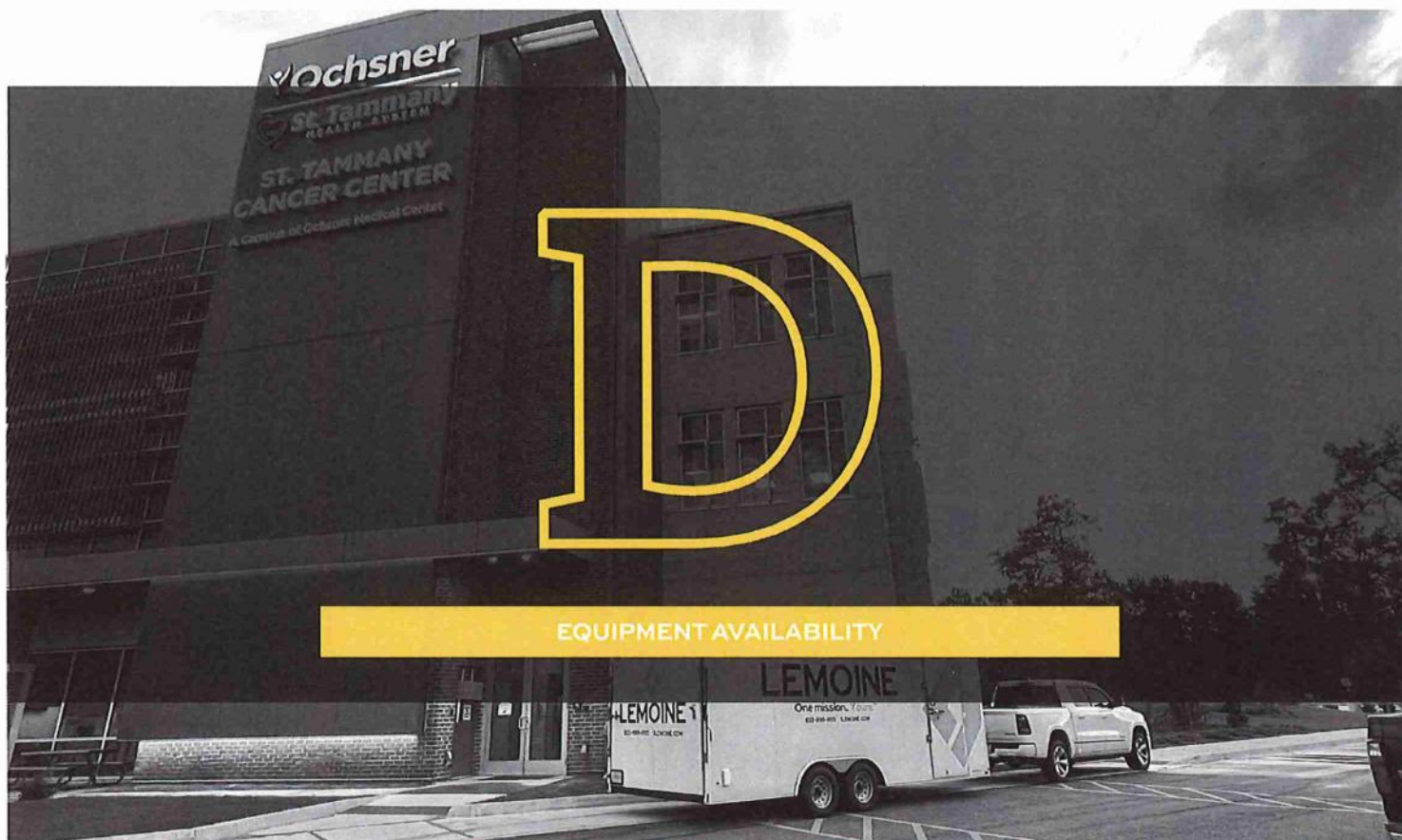
- Conduct a Phase I Environmental Site Assessment (ESA) consistent with E1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.
- Photograph the Site – Thoroughly videotape and/or photograph (ground or aerial) each site before any activities begin and periodically update video and photographic documentation to track site evolution.

- Document Physical Features – Notations about existing structures, fences, culverts, irrigation systems and landscaping can help evaluate possible damage claims made later. This documentation should occur in the LEMOINE daily log and provided to the planning section or quality control.
- Sample Soil and Water – Obtain random samples prior to volume reduction activities; document activity in the LEMOINE daily log. Through the Quality Control Manager, arrange for groundwater sampling.
- DMS Operation Layout Site Sketch – Periodically map or sketch activity locations so that areas of concern can be pinpointed later for additional sampling.
- DMS Manager Document Quality Assurance Issues – Document contractor operations that will have a bearing on site closeout, such as petroleum spills at fueling sites, hydraulic fluid spills at equipment breakdowns, contractor installation of water wells for stockpile cooling or dust control, discovery of HHW in debris and details on any commercial, agricultural, or industrial hazardous and toxic waste storage and disposal.
- Plan Environmental Remediation – Final restoration of the landscape must be acceptable to the landowner; plan the landscape restoration as early as possible preferably incorporating a basic plan in the lease; come to an agreement with the landowner prior to occupancy to establish reasonable expectations of site conditions upon site closeout.

Demolitions – With any disaster the possibility of structural damage is one of concern. LEMOINE's accessible personnel includes professional structural engineers and project specialist that can assist UCF in determining the percentage of damage a structure has sustained during an event. Our team is well-versed in local and state demolition guidelines including RACM (regulated asbestos containing material), as well as FEMA's policy and procedures for obtaining funding for eligible demolitions.

Additional Services – The following is a list of additional debris management services that will be provided:

- | | |
|---|--|
| • Pre-Disaster Planning | • Documentation Assistance |
| • Debris Estimating | • PW Preparation and Guidance |
| • Assist with Preliminary Damage Assessments | • Review of Local Disaster Debris Separation and Recycling Opportunities |
| • Debris Removal and Disposal Operations Guidance | • Data Accumulation and Analysis for FEMA Payment |
| • Citizen Call-In Hotline | • Review of Contracts for FEMA Compliance |
| • Debris Management Site (DMS) Location Selection | • Data Review and Quality Control |
| • Contract Monitoring | • Invoicing Assistance |
| • Alternate Funding Source Identification | |
| • Cost Reduction Strategies | |
| • Debris Monitor Training | |



Debris Monitoring

As indicated previously in the proposal, the LEMOINE Team stands ready and equipped to deploy all equipment necessary for a debris monitoring mission. We will deploy placards, NFC cards, hand held devices, printers, paper logs, badges/lanyards and all monitor PPE required for the project. Our dedicated management staff will provide the Parish with the full attention that is required to successfully manage the project on every level. During the pivotal first phases of a debris removal operation, our team will coordinate daily briefings with key operational staff, Parish staff, and debris removal contractors to review, formulate, and update debris removal operations and strategies. Our Project Manager will schedule, manage, and conduct periodic meetings with field staff and contractors, all the while making sure that such meetings do not impede, hinder, or delay the debris removal contractors and/or the debris removal operation. The steady flow of information during any disaster event is the key to successfully "cleaning up" and moving forward after the event.



ADMS Reconciliation.

Utilizing our ADMS, we can provide real-time data that will facilitate operational decision-making. Daily reports of the debris contractor crew assignments, work locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is being collected, and other key operational statistics will be provided to the Parish Project Manager or his/her designee. In addition, this information can be securely accessed by appropriate Parish staff via the Internet and the LEMOINE Team's server. Working closely with the Parish and debris removal contractors, we will coordinate daily scheduling, dispatching, and logistical operations of the field collection monitors, appropriately prioritizing work based on the severity of each location and its effects on the Parish's operations. The LEMOINE Team will also ensure that all work is performed within timeframes and schedules required by FHWA/FEMA.