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

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

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

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

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

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

1. AshBritt, Inc. (Contractor) shall remove, stage, sort, recycle and dispose of debris (Provide Debris Removal and Management Services) from specified roads or properties upon the Specific Direction of the State or a one of the entities in the State’s Cooperative Purchasing Program, as that term is defined in N.J.A.C. 17:12-13 (Cooperative Purchasing Partner), which includes local government entities, under the same standards and procedures, including FEMA regulations, as set forth in the CT Contract, unless the standards are in conflict with any standards set by or under New Jersey statutes, regulations, policies or guidance, in which case the debris shall be removed in a manner consistent with the standards and procedures set by FEMA regulations and the New Jersey statutes, regulations, policies and guidance.

   a. Specific Direction shall be in the form of a Task Order or Purchase Order for Debris Removal and Management Services and shall be in a writing signed or authorized by the an official of the State or one of the State’s Cooperative Purchasing Partners, and transmitted to the Contractor by any means, which shall include electronic mail or facsimile.

2. The CT Contract is incorporated into this Contract by reference except to the extent that it conflicts with New Jersey law, regulations, policies and guidance and all references to CT statutes, regulations, policies and guidance shall refer to analogous NJ statutes, regulations, policies and guidance, to the extent that they exist.
3. The prices for Debris Removal and Management Services shall be the prices set forth in Price Schedule and Price Schedule Supplement to the CT contract.
   a. Payment shall be made upon Contractor's presentation of an invoice to the entity issuing the Specific Direction.
   b. Payments shall be made in accordance with the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32, et. seq.
   c. No assessments pursuant to N.J.A.C. 17:12-1.5, shall be made for transactions under this Contract.

4. The Debris Monitors, as that term is used in the CT Contract shall be contracted for by the State or Cooperative Purchasing Partner, as appropriate for the Specific Direction.


6. AshBritt, Inc. shall take all necessary steps to apply for the appropriate license pursuant to N.J.S.A 13:1E-126, et seq., (A-901 License) for solid waste transportation or brokerage of solid waste transportation, as applicable, within 2 business days of its execution of this Contract. For purposes of this paragraph, business days shall mean days in which all State employees (not just essential State employees) are required to report for work. State employees were not required to report on October 29, 30, or 31, 2012.

7. In addition to the subcontracting requirements elsewhere in this Contract, Contractor shall subcontract with companies to haul solid waste that have the appropriate A-901 Licenses, to the extent sufficient licensed subcontractors are available to meet the contract need. If sufficient licensed subcontractors are not deemed to be available by Contractor, Contractor shall send a notice to the State, explaining what efforts were made to subcontract with licensed subcontractors, and why it in good faith believes that no other licensed subcontractors are available. In no event shall Contractor subcontract with any subcontractor that has had its A901 License revoked or suspended, or the analogous license in another jurisdiction revoked or suspended. Any unlicensed subcontractor must apply for a Temporary Transporter Registration from New Jersey Department of Environmental Protection (NJDEP) prior to transferring any debris or solid waste. Contractor shall notify the State of the name of each subcontractor and that subcontractor's A-901 license number, if available.

8. Contractor shall comply with County Solid Waste Management plans, including any applicable solid waste flow control requirements. Notwithstanding the foregoing, pursuant to its authority under the Solid Waste Management Act, the State may direct waste to locations other than those designated in county solid waste management plans if upon finding by the Department that concerns of environmental protection, health, safety and expeditious emergency debris management require use of other disposal locations.
9. This Contract shall be in effect from October 30, 2012 to April 30, 2013. Any Specific Direction transmitted during the term may be completed by the Contractor after the term expires, with an option for extention in whole or in part, until October 30, 2013, provide the exigency still exists.

10. Primary contacts for the Contractor are as follows:

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

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

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

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

   or a designee later identified in a notice to Contractor.

12. Primary contacts for the any Specific Direction shall be:
   a. identified in the Specific Direction issued in accordance with paragraph 1, AND
   b. a member of the New Jersey Office of Emergency Management to be identified in
      a notice to Contractor.

13. This is a non-exclusive Contract.
14. Any claims against the State under this Participating Addendum are subject to the Tort Claims Act (N.J.S.A. 59:1-1 et. seq.) and the Contractual Liability Act (N.J.S.A. 59:13-1 et. seq.).

15. All publicity and/or public announcements pertaining to this Contract shall be approved by the State prior to release.

16. The following are New Jersey procurement requirements that Contractor either has fulfilled or, in light of the exigent circumstances, agrees to fulfill prior to receipt of any payment under this Contract:

   a. New Jersey Business Registration (N.J.S.A. 52:32-44);
   b. Ownership Disclosure (N.J.S.A. 52:25-24.2);
   c. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
   d. Executed Notice of Set-Off for State Tax (N.J.S.A. 54:49-19);
   e. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.);
   f. Disclosure of Investigations and Actions Involving Bidder;
   g. Vendor Certification (P.L. 2005, c.271);
   h. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et seq.)

17. This Agreement, including, without limitation, and the State's Standard Terms and Conditions, and the CT Contract, as amended herein, set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

18. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Contract and the CT Contract shall not be added to or incorporated into this Contract by any subsequent Specific Direction or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected, except to the extent required by New Jersey statute, regulation, policy, or guidance or New Jersey local entity ordinance.

19. The documents below shall govern the liability of the Contractor and the State for the services and products being provided by the Contractor in the following order of precedence:

   a. This document;
   b. The State Standard Terms; and Conditions; and
c. The CT Contract, as amended herein.

20. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.

21. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.

22. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.
IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of New Jersey

[Signature]
Steven Petrecca
Assistant Treasurer

[Signature]
10/31/2012
Date

Contractor:
AshBritt, Inc.

[Signature]
John W. Noble
Chief Operating Officer

[Signature]
Date

Approved as to Legal Form:

Jeffrey S. Chiesa
Attorney General of New Jersey

By:
Beth Leigh Mitchell
Assistant Attorney General
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State of New Jersey

__________________________  ________________________
Steven Petrecca             Date
Assistant Treasurer

Contractor:

AshBritt, Inc.

__________________________  ________________________
John W. Noble               Date
Chief Operating Officer

Approved as to Legal Form:

Jeffrey S. Chiesa
Attorney General of New Jersey

By: _______________________
Beth Leigh Mitchell
Assistant Attorney General
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State of New Jersey

__________________________  ____________________________
Steven Petrecca               Date
Assistant Treasurer

Contractor:

AshBritt, Inc.

__________________________  ____________________________
John W. Noble                 Date
Chief Operating Officer

Approved as to Legal Form:

Jeffrey S. Chiesa
Attorney General of New Jersey

By: ________________________
Beth Leigh Mitchell
Assistant Attorney General
MUTUAL AGREEMENT
to Accept Contract Terms and Conditions Regarding
Disaster Debris Management and Removal Services

Effective Date: October ____, 2012

I. DESCRIPTION Town/County/City ("CLIENT") hereby agrees to retain AshBritt, Inc. ("CONTRACTOR") to perform disaster debris management and removal services on behalf of CLIENT based on the same contractual arrangements, terms, and conditions that exist between CONTRACTOR and the State of Connecticut, Department of Administrative Services for disaster debris management and removal services, Contract No. 08PSX0027, dated June 10, 2008. Such contract shall also include all current and future amendments.

II. CLIENT AND CONTRACTOR CONTACTS

<table>
<thead>
<tr>
<th>Name</th>
<th>Mr. John Noble</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>COO</td>
</tr>
<tr>
<td>Town/County/City</td>
<td>AshBritt Inc.</td>
</tr>
<tr>
<td>Address</td>
<td>565 East Hillsboro Boulevard</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Deerfield Beach, FL 33441</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone 954-545-3535</td>
</tr>
<tr>
<td>Email</td>
<td>Email: <a href="mailto:jnoble@ashbritt.com">jnoble@ashbritt.com</a></td>
</tr>
</tbody>
</table>

III. REQUIREMENT

Insurance: Before commencing performance, CONTRACTOR shall obtain and maintain at its own cost and expense for the duration of the project, the following insurance:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>U.S. $1,000,000</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>U.S. $1,000,000 per occurrence</td>
</tr>
<tr>
<td>Comprehensive General Automobile</td>
<td>U.S. $1,000,000 combined single limit</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>U.S. $1,000,000 per claim and in the aggregate</td>
</tr>
</tbody>
</table>

Performance Bond: Not Required.

Please acknowledge CLIENT's acceptance of the State of Connecticut, Department of Administrative Services contract terms and conditions by having an authorized representative of CLIENT sign below.

APPROVED BY TOWN/COUNTY/CITY, CONNECTICUT: 

Signature: __________________________
Name: __________________________
Date: __________________________

APPROVED BY ASHBritt

Signature: __________________________
Name: John Noble, COO
Date: __________________________

ATTEST:

Signature: __________________________
Name: __________________________
Date: __________________________

Signature: __________________________
Name: __________________________
Date: __________________________

Exhibit A: Connecticut RFP No. 08PSX0027
Exhibit B: Connecticut Contract No. 08PSX0027
Exhibit C: Connecticut Contract No. 08PSX0027 Amendment No. 1