

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND WITT O'BRIEN'S, LLC, A DELAWARE LIMITED LIABILITY COMPANY AUTHORIZED TO CONDUCT BUSINESS IN FLORIDA (THE "CONTRACTOR") UNDER THE CITY OF PARKLAND'S AWARD OF BID OF RFP NO. 2012-24A, PRESENTLY EXISTING BETWEEN THE CONTRACTOR AND THE CITY OF PARKLAND, FLORIDA, FOR POST-DISASTER DEBRIS RECOVERY MONITORING SERVICES.


This is an Agreement (the "Agreement") between the City of Dania Beach, Florida, a Florida municipal corporation ("City") and Witt O'Brien's, LLC, a Delaware Limited Liability Company, authorized to conduct business in Florida ("Contractor").

In consideration of the mutual covenants, terms and conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

The current agreement existing between the Contractor and the City of Parkland and any amendment(s) to it, under the City of Parkland's award of bid of RFP No. 2012-24A, a copy of which is attached as Exhibit "A", and made a part of and is incorporated into this Agreement by this reference, shall be considered as part of this Agreement between the City of Dania Beach, Florida, and the Contractor; provided, however, that if Contractor contracts with any other governmental agency in the South Florida area for the same work, with the same defined labor categories, and service rates are lower than those afforded to the City of Parkland, Florida, or any City for these same services, then Contractor shall provide such lower service rates to the City of Dania Beach, Florida.

IN WITNESS of the foregoing, the parties have executed this Agreement on NOVEMBER 17, 2014.

ATTEST:



LOUISE STILSON, CMC
CITY CLERK



CITY:
CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation



ROBERT BALDWIN
CITY MANAGER

DATED: NOVEMBER 17, 2014.

**APPROVED AS TO FORM AND
CORRECTNESS:**

[Signature]
THOMAS J. ANSBRO
CITY ATTORNEY

WITNESSES:

Valarie Philipp
Signature
Valarie Philipp
PRINT Name
[Signature]
Signature
Meto Subat
PRINT Name

CONTRACTOR:

**WITT O'BRIEN'S, LLC, a Delaware
Limited Liability Company authorized
to conduct business in Florida**

[Signature]
Signature
Ken Burris
PRINT Name
CEO
Title

Dated: 11/12, 2014

STATE OF ^{Virginia} ~~FLORIDA~~
COUNTY OF Fairfax)

The foregoing instrument was acknowledged before me on 11/12, 2014,
by Ken Burris, as CEO of Witt O'Brien's, LLC, a
Delaware Limited Liability Company, on behalf of the company. He/she is personally known to
me or has produced drivers license as identification.

My Commission Expires:

[Signature]
Notary Public, State of Florida
Mackenzie Sestak
Print Name



CONTRACT

THIS CONTRACT (the "Contract") is entered into by and between the CITY OF PARKLAND (the "CITY"), a municipal corporation, and Witt O'Brien's, LLC, a Delaware limited liability company, (the "CONTRACTOR"), as follows

WITNESSETH:

WHEREAS, pursuant to RFP #2012-24 (the "RFP") the CITY accepted competitive proposals for Emergency Debris Management and Disaster Recovery Assistance (the "Services"); and

WHEREAS, the Services are delineated in the RFP; and

WHEREAS, this Contract, the RFP and the CONTRACTOR's response constitute the entire Contract and describes the Services; and

WHEREAS, after evaluation of price and other relevant factors by the evaluation committee and the City Commission of the City of Parkland, Florida, the CITY has determined that the best proposal according to the selection criteria was submitted by CONTRACTOR and that CONTRACTOR has the necessary resources, experience and ability to perform the Contract at a competitive price; and

WHEREAS, the CITY has awarded the Contract to CONTRACTOR for the Services on April 3, 2013, Resolution No 2013-18;

WHEREAS, the purpose of this Contract is to implement the RFP and the acceptance of CONTRACTOR's proposal in a binding contract which contains the terms required in the RFP and the CONTRACTOR's response, except as specifically modified herein.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I

INTRODUCTION AND SCOPE OF SERVICES

1.1 The above referenced Whereas clauses are true and correct and made a part hereof.

1.2 This Contract, the RFP and all amendments and clarifications thereto, attached hereto as Exhibit A, together with the response to the RFP of CONTRACTOR (the "RESPONSE"), attached hereto as Exhibit B, shall constitute the entire Contract. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical,

illogical, or unconscionable. The CITY Manager shall appoint a Contractor Administrator to act on behalf of the CITY with respect to this Contract.

1.3 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFP and the RESPONSE to the RFP. When the terms and conditions of this Contract may be read as consistent with the RFP, then and in that respect, the terms of both the RFP and this Contract shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this Contract contradict anything as set forth in the RFP or the RESPONSE to the RFP, then the terms and conditions of this Contract shall be binding and in full force and effect to the extent of any inconsistency.

1.4 This is a non-exclusive contract. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFP, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.

1.5 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Contract.

1.6 CONTRACTOR shall use good faith efforts to utilize local resources within Broward County.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

2.1 The initial Contract term shall commence upon final execution of the Contract by the CITY and shall expire three (3) years from that date. The CITY reserves the right to extend the Contract for up to three (3) additional one (1) year term(s) providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY. The CONTRACTOR shall be compensated for the service at the rate in effect when this extension clause is invoked by the CITY.

2.2 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Contract.

ARTICLE 3

COMPENSATION

3.1 CITY agrees to pay CONTRACTOR, in the manner specified herein, the amounts set forth in the RESPONSE for work actually performed and completed pursuant to this Contract, which amount shall be accepted by CONTRACTOR as full compensation for all

such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Contract. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

3.2 CONTRACTOR may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except for the final invoice which must be received no later than sixty (60) days after this Contract expires. Invoices shall designate the nature of the services performed and/or the expenses incurred and may be in form as determined by the CITY.

3.3 CITY shall pay CONTRACTOR within thirty (30) calendar days of receipt of CONTRACTOR's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Contract and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CONTRACTOR to comply with any term, condition, or requirement of this Contract.

3.4 Notwithstanding any provision of this Contract to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Contract. The amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 4

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CITY Attorney's option, defend or pay for reasonable attorney's fees for an attorney selected by the CITY Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by a negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The parties agree that neither party shall be liable for, and each party expressly waives, and releases the other party from, and against, any and all consequential, punitive, special, indirect, or exemplary damages that are not reasonably foreseeable in connection with the Services provided under the Agreement. In the event any lawsuit or other proceeding is brought against CITY by reason of any such

claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by CITY Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the CITY Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation on CITY'S sovereign immunity or any limitations on CITY liability in any state statute or as otherwise provided by law.

ARTICLE 5

INSURANCE

CONTRACTOR shall provide the insurance to the extent required in the RFP. Evidence of said insurance shall be provided within ten (10) days of execution of this Contract or prior to the commencement of any work, whichever event occurs first.

ARTICLE 6

TERMINATION OR SUSPENSION

6.1 This Contract may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Contract may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Contract.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Contract except that notice of termination by the CITY Manager, which the CITY Manager deems necessary to protect the public health, safety, or welfare may be verbal

notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Contract.

6.4 In the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable, and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Contract for convenience.

6.5 In the event this Contract is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 8.1 of Article 8.

6.6 Should at any time during the term of this Contract, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this Contract, the CITY shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the CITY. If the violation is not promptly resolved or is of such serious nature that the CITY determines that suspension is not adequate, the CITY reserves the right to terminate for cause.

6.6.1 In the event a CONTRACTOR is terminated, the CITY may assign the Contract to another CONTRACTOR, or seek a new CONTRACTOR, until the Contract is re-let, or until the end of the Contract term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 7

EEO AND ADA COMPLIANCE

7.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this Contract, the solicitation for or purchase of goods or services relating to this Contract, or in subcontracting work in the performance of this Contract. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as CITY deems appropriate.

7.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Contract. CONTRACTOR shall affirmatively comply with all applicable provisions of the

Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

7.3 CONTRACTOR shall use good faith efforts to achieve the goals set forth in Section 2.22 of the RFP.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Contract, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Contract by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts

shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof, however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

8.3 **BACKGROUND CHECKS:** (Not applicable if left blank)

8.4 **COMPLAINTS AND DISPUTES:** All complaints concerning misconduct on the part of the CONTRACTOR or disputes between CITY staff and the CONTRACTOR are referred to the CITY Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the CITY Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the CITY concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the CITY Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the CITY available to the Office of the CITY Manager for action as required.

8.3 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Contract will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CITY pursuant to this Contract, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Contract. Services provided by CONTRACTOR pursuant to this Contract shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever. CONTRACTOR IS BEING HIRED FOR ITS TRAINING, EDUCATION, AND EXPERIENCE AND WILL NOT BE TRAINED BY THE CITY. THE CONTRACTOR SHALL PROVIDE ITS SERVICES BASED ON ITS TRAINING AND EXPERIENCE AND SHALL DETERMINE THE APPROPRIATE AND PROFESSIONAL MANNER IN WHICH TO PROVIDE THE SERVICES PROVIDED FOR HEREIN.

In providing the services, CONTRACTOR shall determine the employees and subcontractors necessary to provide the services and shall be responsible for their supervision. CONTRACTOR shall be entitled to no CITY employment benefits of any kind whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a right or claim against either of them based upon this Contract.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:
City Manager
Parkland City Hall
6600 University Drive
Parkland, Florida 33067

FOR CONTRACTOR:
Witt O'Brien's, LLC
1501 M Street, NW
Suite 500
Washington, DC 20005

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Contract nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Contract, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Contract or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Contract is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Contract.

CONTRACTOR further agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted pursuant to this Contract to utilize subcontractors to perform any services required by this Contract, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Contract and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

8.10 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Contract.

8.11 SEVERANCE

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Contract and acknowledge that the preparation of this Contract has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any

controversies or legal problems arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Contract shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT.**

8.14 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.15 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this Contract that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

8.16 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The RFP, Exhibit "A", and the RESPONSE, Exhibit "B" are incorporated into and made a part of this Contract.

8.17 REPRESENTATION OF AUTHORITY

Each individual executing this Contract on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Contract, duly authorized by all necessary and appropriate action to execute this Contract on behalf of such party and does so with full legal authority.

8.18 APPLICABLE FEDERAL REQUIREMENTS

CONTRACTOR shall comply with all applicable provisions of FHWA 1273 and other applicable provisions of Federal Law.


8.19 MULTIPLE ORIGINALS


Multiple copies of this Contract may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:





CITY OF PARKLAND

By:



MICHAEL UDINE, MAYOR

Date:

4/23/13

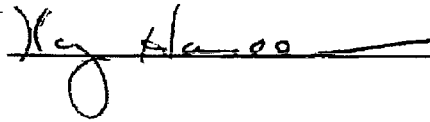
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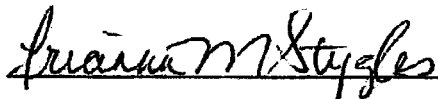


CITY CLERK

CONTRACTOR

Witnesses:





By:

Title:



CFO

Printed Name:

PATZ FELB

Date:

4/9/13

EXHIBIT "A"

RFP #2012-24

Emergency Debris Management and Disaster Recovery Assistance

CITY OF PARKLAND
REQUEST FOR PROPOSALS
2012-24A



POST –DISASTER DEBRIS MONITORING SERVICES

RESPONSES ARE DUE BY 10:00 AM MONDAY FEBRUARY 1, 2013

**City of Parkland, City Hall
City Clerk's Office
6600 University Drive
Parkland, Florida 33067
(954) 753-5040**

The City of Parkland
Request for Proposals – Post Disaster Debris Monitoring Services
RFP # 2012-24A

The City of Parkland, Florida will receive Proposals for the purpose of establishing a Contract to serve as an independent Contractor/ Proposer for the City of Parkland (CITY) for Post-Disaster Debris Monitoring Services.

Sealed Proposals will be received at the City of Parkland City Hall 6600 University Drive, Parkland, Florida, 33067, until February 1, 2013 10:00AM local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, **City of Parkland, Attn: City’s Clerk’s Office, 6600 University Drive, Parkland, Florida 33067** and shall be labeled “SEALED PROPOSAL FOR POST-DISASTER DEBRIS MONITORING SERVICES RFP 2012-24A”.

Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received in the City by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the City before the Proposal Submittal Deadline. Late Proposals will be returned to the Proposer unopened.

Proposers must submit one (1) identified original copy, one (1) electronic copy, plus five (5) copies of the proposal including any attachments. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

[] MANDATORY PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal conference is scheduled for _____, at _____, Parkland, FL _____. All Proposers planning to submit a proposal are required to attend this meeting. Proposers should allow sufficient time to insure arrival prior to the indicated time. Proposals from those who have failed to attend the voluntary pre-bid conference will not be opened.

[] VOLUNTARY PRE-PROPOSAL CONFERENCE

A **voluntary** pre-proposal conference is scheduled for _____, at the _____, Parkland, FL _____. Attendance at the pre-proposal conference is encouraged. This information session presents an opportunity for the Proposers to clarify any concerns regarding the proposal requirements and visit the site location. Although the pre-proposal conference is optional, no modification or any changes will be allowed because of the failure of the Proposer to have visited the site or attend the conference or carefully review all available information.

[X] NO PRE-PROPOSAL CONFERENCE IS SCHEDULED

For additional information, contact _____, (954) _____

SCHEDULE OF EVENTS

The schedule of events, relative to the bid shall be as follows:

| <u>Event</u> | <u>Date (on or by)</u> |
|--|------------------------|
| Advertisement of bid | 1/13/13 |
| Deadline for Receipt of Questions/Clarifications | 1/22/13 |
| Opening of Bid | 2/1/13 @ 10:00 A.M. |
| Evaluation Meeting | 2/4-2/8 TBD |
| Notice of Award | 2/20/13 |

Note: All times are subject to change at the City's discretion

The City of Parkland
Request for Proposals – Post-Disaster Debris Monitoring Services
RFP # 2012-24A

SECTION 1 - INTRODUCTION AND INFORMATION

The City of Parkland, Florida (the CITY) is actively seeking a qualified and experienced firm for the purpose of monitoring the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from natural and man-made disasters; in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) requirements for the cost reimbursement of debris monitoring. Services shall be performed on an as needed basis, for a two (2) year period, with option for three (3) additional one (1) year renewals.

The work consists of furnishing all labor, materials, equipment, tools, permitting, service and supervision necessary to properly complete the work in a safe, effective, and efficient manner.

It is the intention of the CITY to award a single contract to the highest ranked Proposer responding to this Request for Proposals (RFP).

1.0 **INFORMATION/CLARIFICATION:** For information concerning this RFP contact Laurie Bishara (Financial and Procurement Analyst) at (954) 757-4137. Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

1.0.1 **ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL:** Any inquiry or request for interpretation received ten (10) or more days prior to the date fixed for the opening of the Proposals will be given consideration. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established proposal opening date. Each prospective Proposer shall acknowledge receipt of such addenda in the space provided in the proposal form. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. **No verbal interpretations may be relied upon.**

- 1.1 **QUESTIONS:** Questions should be sent to Laurie Bishara, Financial and Procurement Analyst. To facilitate prompt receipt of questions they can be sent to the CITY via FAX at (954) 341-5161 to the attention of: Laurie Bishara or by email lbishara@cityofparkland.org.
- 1.2 **INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL:** The initial contract term shall commence upon final execution of the Contract by the CITY and shall expire two (2) years from that date. The CITY reserves the right to extend the contract for three (3) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CITY .
- 1.3 **ELIGIBILITY:** To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this RFP to at least one CITY similar in size and complexity to the City of Parkland or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.
- 1.4 **PROPOSAL SECURITY:** Each proposal shall be accompanied by RFP security in the form of Cashier's Check or Surety Bond payable to the City of Parkland, and shall be in the amount equal to _____ percent (___ %) of _____. The CITY reserves the right to reject any and all security tendered to the CITY. RFP security will be returned to unsuccessful Proposers upon execution of a Contract with the successful Proposer.
IF NOT FILLED IN, NO BID SECURITY IS REQUIRED.
- 1.5 **INSURANCE AND PERFORMANCE AND PAYMENT BONDS:** Failure of the successful Proposer to execute a Contract, file any required Performance and Payment Bonds, and furnish evidence of appropriate insurance coverages (including evidence of workers compensation coverage if required by this RFP) within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the RFP security to the CITY, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.
- 1.6 **INSURANCE:** The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached contract, until certification or proof of the insurance requirements set forth within the attached contract have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.

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SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

- 2.1 **SUBMISSION AND RECEIPT OF PROPOSALS:** To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Separate proposals must be submitted for each RFP issued by the CITY in separate sealed envelopes properly marked. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified. Proposers shall use the proposal forms provided by the CITY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.
- 2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.
- 2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the City of Parkland and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the CITY.
- 2.2 **QUALIFICATIONS STATEMENT (Applicable if box checked):** Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. [X]

The City of Parkland reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

- 2.3 **PROPOSERS' COSTS:** The CITY shall not be liable for any costs incurred by Proposers in responding to this RFP.
- 2.4 **PROPOSAL ACCEPTANCE:** Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the CITY for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.
- 2.5 **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.
- 2.6 **MISTAKES:** Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.
- 2.7 **REJECTION OF PROPOSALS:** The CITY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 2.8 **RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** All bid protests shall be filed and processed as set forth in Section 2-145 of the City Code.
- 2.9 **LEGAL REQUIREMENTS:**
- 2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the CITY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
- 2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.

- 2.10 **BACKGROUND CHECKS:** The City reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.
- 2.11 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- 2.12 **PROHIBITION OF INTEREST:** No contract will be awarded to a Proposer who has CITY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and CITY Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the CITY's Bidder's List and prohibition from engaging in any business with the CITY.
- 2.13 **CONFLICT OF INTEREST:** The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City of Parkland. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the City of Parkland, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.14 **NO CONTINGENT FEE:** Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion.
- 2.15 **PUBLIC RECORDS / CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person (Section 119.01, F.S., Public Records Law). Information and materials received by CITY in connection with

all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the CITY will treat all materials received as public records.

2.16 RESERVED:

2.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.18 NON-COLLUSIVE AFFIDAVIT: Each Proposer shall complete the Non-Collusive Affidavit Form Schedule "A" and shall submit the form with the Proposal. The CITY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.19 SUB-CONTRACTORS: If the Proposer proposes to use subcontractors in the course of providing these services to the CITY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any Contract award. The CITY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.20 CONE OF SILENCE: A Cone of Silence shall apply as follows:

2.20.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the City Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.

2.20.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager and their respective support staff or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Competitive Solicitation.

2.20.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Purchasing Agent for the CITY.

2.20.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.21 PERFORMANCE AND PAYMENT BONDS/IRREVOCABLE LETTER OF CREDIT:

(No bond required if left blank).

2.22 MINORITY PARTICIPATION:

Proposers are advised that the City promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises in all aspects of contracting and has set a goal of 15% participation where economically feasible. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer. Proposers shall make efforts to maintain no less than fifteen (15) percent M/WBE participation for contracts over one hundred thousand dollars (\$100,000.00).

2.23 LOCAL PREFERENCE

For all competitive solicitations in which objective factors are used to numerically evaluate the responses from vendors by the selection committee, and price is one of several of the criteria for award among otherwise qualified vendors, where a non-local business is the highest ranked proposer and the ranking of a local proposer is within five (5%) of the ranking obtained by the non-local proposer, the highest ranked local proposer (within 5%) shall have the opportunity to proceed to negotiations with the City upon approval of such ranking by the City Commission (or staff if the award does not need commission approval). If the City determines that it is, in its sole and exclusive discretion, unable to negotiate an acceptable contract, then it shall proceed to negotiate with the next highest ranked proposer, whether local or non-local.

The City has the sole discretion in determining whether a business meets the criteria to qualify for a local business preference and reserves the right to revoke this preference at any time if the City determines the business no longer meets the following criteria:

- (a) The principal place of business is located in the City of Parkland; and
- (b) The business has held a valid City business license for at least one(1) year prior to the date of application; and
- (c) The business maintains its status as a local bidder throughout the term of the contract; if it fails to do so the contract shall entitle the City, in its sole discretion, to terminate the contract.

2.24 RESERVED:

2.25.1 DRUG FREE WORKPLACE:

Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.26 COMPLIANCE WITH LAWS:

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.27 PROPOSER'S REPRESENTATION:

By virtue of its submission of this response to the RFP, proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.

2.28 ADDITIONAL PROVISIONS:

2.28.1 Correction on bids.

- (a) Mathematical errors—Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.

- (b) A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid by Purchasing Director through a written directive.
- (c) Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.

2.28.2 Cancellation of proposals.

- (a) Any time prior to bid opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- (b) After bids are open, any or all bids may be rejected by the City.

2.28.3 Withdrawal of proposals.

- (a) Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the city clerk, sealed and identified.
- (b) After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception—The bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

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SECTION 3 - CONSIDERATION OF AWARD

- 3.0 **CRITERIA FOR AWARD:** The following criteria shall be used to evaluate the proposals, with the weight of each criteria to be determined by the City:

| | |
|---|----|
| Qualifications, Experience & Financial Stability..... | 25 |
| Qualifications of Designated Staff | 25 |
| Price Proposal..... | 40 |
| Location & Subcontractors..... | 10 |

- 3.1 **CONSIDERATION FOR AWARD/AWARD PROCEDURES:** Evaluation of the Proposals will be conducted by an evaluation committee of qualified CITY Staff, or other persons selected by the City Manager or his/her designee. The committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted. The committee shall then short list no less than three (3) Proposals, assuming that three Proposals have been received, that it deems best satisfy the selection criteria contained in 3.0 above.

- 3.1.1 The committee may conduct interviews with the short listed Proposers and rank the shortlisted Proposers in accordance with the selection criteria contained above.
- 3.1.2 The CITY may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process. The CITY reserves the right to award the contract to that Proposer who will best serve the interest of the CITY. The CITY reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all Proposals. The CITY also reserves the right to waive minor irregularities or variations to the specifications and in the proposal process.
- 3.1.3 The evaluation committee's findings and rankings will be reviewed by the City Commission which shall then make its determination. The recommendations of

the evaluation committee shall be advisory only. The City Commission may adopt the ranking of the committee and authorize a contract with the top ranked firm or after a vote of 4/5th of the Commission, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the top ranked firm or negotiations with the City Manger depending upon which option is checked below.

The Contract shall be in substantially the same form as attached hereto with any revisions approved by the City Attorney.

Contract negotiations shall be initiated with the highest ranked firm. Should the City Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the City Commission and shall be consistent with the RFP and response thereto.

3.1.4 After award of the contract, the Proposer/Contractor shall be instructed to commence the Work by written instruction in the form of a Notice to Proceed issued by the Contract Administrator. The first Notice to Proceed will not be issued until Proposer/Contractor's submission to CITY of all required documents and after execution of the Contract by both parties.

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SECTION 4 - SPECIAL CONDITIONS

- [X] **LIQUIDATED DAMAGES:** Because damages will be difficult to ascertain, liquidated damages of \$ 1,500.00 per day will be deducted from the Contract sum for each regular work day the CONTRACTOR does not perform significant services. The CONTRACTOR will make every attempt to supply the awarded services within the time frame(s) requested. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by CITY as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR to complete the services within the applicable Time for Performance.
- [X] **County/State License Requirements:** Proposer shall be licensed and qualified to do business in its area of expertise and submit copies of all applicable licenses/certifications with their proposal. The successful Proposer will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Any proposal that is submitted by a Proposer who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive.

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from CITY, resist and defend such

lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due CONTRACTOR under this Contract may be retained by CITY until all of CITY's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.

INSURANCE (Applicable if box checked)

[X] To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverages set forth in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

[X] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect CITY and the Parkland City Commission by naming CITY and the Parkland City Commission as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

[X] Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

[X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

[X] Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (ies) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

[X] CONTRACTOR shall furnish to CITY'S PURCHASING AGENT a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

[X] Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion

of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

[X] CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names CITY as an additional insured.

PERFORMANCE AND PAYMENT BOND

(Place any performance or payment bonds here)

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SECTION 5 – SPECIFICATIONS and PROPOSAL REQUIREMENTS

5.1 PURPOSE:

It is the intent of this proposal to provide the City of Parkland with one (1) qualified firm for the purpose of monitoring the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from natural and man-made disasters; in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) requirements for cost reimbursement for debris monitoring. Services shall be performed on an as needed basis, for a two (2) year period, with options for a three (3) additional one (1) year renewal.

5.2 SCOPE OF SERVICES:

The selected monitoring firm may, at the sole discretion of the City of Parkland, be allowed to subcontract project monitoring; such monitoring shall include detailed web based cost and load tracking suitable for a comprehensive audit of debris removal. The City may limit the number of subcontractor firms working under the prime or sub-prime contractor at its sole discretion for any reason.

The selected monitoring firm's response to the recovery process must be immediate, rapid, and efficient, with acceptable cost controls and accountability procedures, and with written reports and submittals in place, to assure that the City will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies.

All monitoring shall be done in compliance with FEMA and FHWA guidelines. Those monitoring efforts shall include, but not limited to:

- (a) Providing assistance in updating the City's Debris Management and Removal plan including, conducting an annual tabletop exercise (s) to determine the adequacy of the debris removal plan and debris management process.
- (b) Provide training of selected City staff in essential debris monitoring and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, State and Federal Agencies.
- (c) Provide field inspectors at designated checkpoints to check and verify information on debris removal and at Temporary Debris Storage Reduction Sites (TDSRS)

located or developed throughout the City or the County if necessary as approved by the City.

- (d) Provide technical assistance associated with the need to locate TDSRS. The Firm shall obtain, on behalf of the City, all necessary Local, State, and Federal permits for any designated TDSRS or any other related debris monitoring site.
- (e) Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
- Acquiring, hiring, training, deploying and supervising properly equipped inspectors.
 - Establishing the schedule for inspectors for each day.
 - Preparing preliminary debris and damage assessments, identifying damaged locations and facilities, providing accurate debris quantities, documenting eligible costs, and describing the physical and financial impact of the disaster.
 - Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
 - Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated City staff.
 - Determining truck assignments and providing necessary truck/equipment certifications and vehicle decals or placards for ease of identification and tracking.
 - Coordinating with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractor shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims.
 - Conducting end of day duties, such as verifying all trucks have left the disposal site, and addressing daily safety reports and corrective action recommendations. Locking down of the facility should one be located within the City.
 - Conducting safety inspections and ensuring compliance with all O.S.H.A. standards.
 - Surveying the affected areas for special situations or emergent needs, to include but not be limited to, identifying tree stumps, hangers, leaners, and the management of root balls and associated cavities, hazardous trees, C&D debris, or other

potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the City on any post event remedial action.

- Prepare and record on a map the streets where debris was collected.
 - Perform other duties as directed by the designated City personnel.
- (f) The Firm will collect baseline data, per Local, State, and Federal requirements, from the designated emergency debris management sites prior to opening of these sites. The Firm shall use Global Positioning System (GPS) and Geographic Information System (GIS) technology to obtain, map and provide location/reference data necessary to meet Federal and State funding/reimbursement requirements.
- (g) The Firm will conduct ongoing environmental data collection per Local, State and Federal requirements for any designated emergency debris monitoring sites.
- (h) The Firm will provide all technical, clerical, and information technology to complete any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency Department of Homeland Security, the State of Florida, the Federal Highway Administration, and the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
- (i) The Firm will employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm and its subcontractors and all communications given to the supervisor or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Firm.
- (j) Though the contract will not be contingent upon Federal reimbursement, the firm, at all times during the term of the Agreement, shall meet all Federal requirements so as not to preclude the City from receiving potential Federal funding/reimbursement should it become available. Such requirements shall include, but not limited to, prevailing wage requirements, requirements related to the percentage of work performed by Firm's staff, M/WBE requirements, etc.

- (k) The Firm shall maintain a record keeping and monitoring system compliant with FEMA rules, regulations, and requirements.
- (l) The Firm shall identify locations available to them for monitoring activities, in the event that the City cannot provide facilities for a monitoring center.
- (m) The Firm shall maintain digital photo documentation of recovery work on a weekly basis and provide aerial photographs on a monthly basis from beginning to end.
- (n) The Firm shall provide a final debris removal and disaster recovery report to the City, within thirty (30) days of the completion of operations, including, but not limited to, the following information:
 - Recommendations for future disaster response strategies, including a proposed mitigation strategy to reduce the City's exposure to and expenses arising from future natural disaster related damages.
 - Copies of manifests, permits, certificates, and related documents.
 - Log books and all other data obtained during the course of the disaster recovery operation.

Additional Services

The City also reserves the right to request a proposal from the selected firm to carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.

The selected firm may also be tasked to review the City's existing Comprehensive Emergency Management Plan and make suggestions as may be necessary to improve the overall emergency management operation in accordance with Federal, State, and local standards and regulations.

5.3 PROPOSER'S QUALIFICATIONS:

- (a) All proposers must be primarily or heavily engaged in providing the services as outlines in the Request for Proposal.
- (b) All Proposers must have demonstrated a comprehensive understanding in areas listed in this proposal. Understanding and previous experience are essential criteria in the qualifying process.
- (c) The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to insure that competent persons

will be utilized in the performance of the contract. The City, at its sole discretion reserves the right to have the Firm remove any employee or sub-contractor that the City deems in the best interest of the residents and citizens of the City of Parkland.

5.4 REQUIRED SUBMITTALS

In responding to this proposal, each Proposer shall include the following requested information. Each required submittal category should be clearly marked with the titles a-j noted below:

- (a) **Firm's Credentials**: Proposer shall include a description of the proposer's business history and number of years in operation. Proposer shall include number of employees, when firm was established, principals of firm, and as well as information supporting the firm's financial stability.
- (b) **Expertise of Designated Staff**: Describe the qualifications and experience of personnel that will provide these services including demonstrated managerial capabilities, knowledge and understanding of the types of services to be performed; previous experience in similar or related work, and local codes, laws and regulations governing the work. List of all subcontractors to be used should also be provided.
- (c) **Past Performance**: Proposer shall provide any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this Request for Proposal. Related experience shall be restricted to those assignments undertaken within the last five (5) years.
- (d) **References**: Proposers shall include a list of a minimum of three (3) references, for similar projects only (performed within the past 5 years), who can attest to the firm's knowledge, quality of work, timeliness, diligence, and flexibility. Include names, contact persons, phone numbers and an email address for all references.
- (e) **Services to be Provided**: The proposer shall provide a detailed list of all services that the firm is able to provide and explain how these services will be accomplished. Please include a guaranteed response time in this portion of the submittal.
- (f) **Positions/Price Proposal**: The proposer shall submit a list to include the following positions that shall be used for this project (response shall be submitted on "Exhibit B" provided in this RFP):
 - Project Manager
 - Operations Manager
 - FEMA Coordinator
 - Scheduler/Expediter
 - GIS Analyst

- Field Supervisor
- Debris Site/Tower Monitor
- Environmental Specialist
- Billing & Invoice Analyst
- Administrative Assistants
- Field Coordinators (Crew Monitors)
- Project Inspectors (Citizen Site Monitors)
- Project Inspectors (Load Ticket Data Entry Clerks)

The proposer shall provide an hourly rate for each position noted above and a brief description of each position's responsibilities. Hourly rates shall represent all costs necessary to provide the requested services including, but not limited to, applicable overhead, per diem, equipment, and profit.

- (g) **Current Contracts:** Firms shall list all city, county or state disaster service related contracts in which they are currently obligated to fulfill during the initial term of this agreement with the City of Parkland.
- (h) **Litigation:** All proposals shall provide a list of the litigation in which the firm has been involved in the past three (3) years. All active cases shall be reported. The bidder shall provide the style of the case, the case number, and a brief description of the dispute which led to the litigation.
- (i) **Additional Forms to be submitted:**
- Qualifications Statement
 - Acknowledgement of Business Type
 - Proposers Information
 - Public Entity Crime Statement
 - Vendor Drug Free Workplace
 - Non-Collusive Affidavit
 - Background Check Affidavit
 - Certification Form
 - Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
 - FHWA 1273 Compliance Form
- (J) **Insurance Certificates (s), Licenses, Registrations, and Specialty Certifications:** Submit proof of insurance and all licenses, registrations, and specialty certifications pertinent to this RFP.

EXHIBIT "B"
PRICE PROPOSAL- SCHEDULE OF FEES

| POST-DISASTER DEBRIS MONITORING SERVICES | | |
|---|--------------------|--------------------|
| POSITION | DESCRIPTION | HOURLY RATE |
| Project Manager | | \$ |
| Operations Manager | | \$ |
| FEMA Coordinator | | \$ |
| Scheduler/ Expediter | | \$ |
| GIS Analyst | | \$ |
| Field Supervisor | | \$ |
| Debris Site/ Tower Monitor | | \$ |
| Environmental Specialist | | \$ |

| | | |
|--|--|----|
| Billing & Invoice Analyst | | \$ |
| Administrative Assistant | | \$ |
| Field Coordinators (Crew Monitors) | | \$ |
| Project Inspector (Citizen Site Monitors) | | \$ |
| Project Inspectors (Load Ticket Data Entry Clerks) | | \$ |

| PRE-DISASTER PLANNING AND ADDITIONAL SERVICES | | |
|--|--------------------|--------------------|
| POSITION | DESCRIPTION | HOURLY RATE |
| Project Manager | | \$ |
| Senior Project Engineer/Scientist/Professional | | \$ |

| | | |
|---|--|----|
| Project Engineer/Scientist/ Professional | | \$ |
| Engineer/Scientist/ Professional | | \$ |

**Schedule A
NON-COLLUSIVE AFFIDAVIT
RFP # 2012-24A**

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with and Proposer, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2011, by _____,
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

**The City of Parkland
DRUG-FREE WORKPLACE FORM
RFP # 2012-24A**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

**The City of Parkland
PUBLIC ENTITY CRIME STATEMENT
RFP # 2012-24A**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

**The City of Parkland
PROPOSER INFORMATION
RFP # 2012-24A**

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I:

Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

| | |
|--------------------|--------------|
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |
| Addendum No: _____ | Dated: _____ |

Part II:

No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the City reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the City, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind

shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

The City of Parkland
ACKNOWLEDGEMENT OF BUSINESS TYPE
RFP # 2012-24A

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid package on the specified bid opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS of PROPOSER:

Company Name

Address

City

State

Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, doing business

Signature

as _____

If a Partnership: _____

by: _____

General Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **CITY OF:** _____

The foregoing instrument was acknowledged before me this ____ day of _____ 200____, by _____ who is (who are) personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY **NAME,** **PRINTED,** **TYPED** **OR**
STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

**The City of Parkland
QUALIFICATION STATEMENT
RFP # 2012-24A**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____

Street

City

State

Zip

Telephone No. () _____ Fax No. () _____

How many years has your organization been in business under its present name? _____ years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

Under what former names has your business operated? _____

At what address was that business located? _____

Are you Certified? Yes No If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes No If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the RFP?

Yes No If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes No If Yes, explain: _____

Are you a sales representative distributor broker or manufacturer of the
commodities/services bid upon?

Have you ever received a contract or a purchase order from the City of Parkland or other governmental entity? Yes No

If yes, explain (date, service/project, bid title, etc) _____

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes No If yes, explain: _____

Have you ever been debarred or suspended from doing business with any governmental entity? Yes No If yes, explain: _____

**CITY OF PARKLAND
 BID NUMBER 2012-24A
 POST DISASTER EMERGENCY DEBRIS MONITORING SERVICES
 BACKGROUND CHECK AFFIDAVIT**

STATE OF FLORIDA)
)
 COUNTY OF _____)

I, the undersigned, being first duly sworn, do hereby state under oath and under penalty of perjury that the following facts are true:

1. I am over the age of 18 and am a resident of the State of Florida.
2. I am the _____ (title) of _____ and I certify that I have the authority to make the representations set forth within this Affidavit.
3. _____ has entered into a Contract with the City of Parkland to provide professional services.
4. I hereby certify that in accordance with requirements of Section _____ of the City of Parkland’s Code of Ordinances, a criminal background check has been obtained through the National Crime Information Center (NCIC) on _____, 2010 for the employees of _____ and the employees of subcontractors of _____. A list of such employees is set forth on Exhibit “A”, attached hereto and made a part hereof.
5. I also certify that no employee _____ nor any employee of any subcontractor of _____ who will be performing services for the City on City property or right-of-way has a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, for a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime.
6. Executed this _____ day of _____, 20____.

By _____
 (Signature)

By _____
(Name and Title)

The foregoing was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

(Serial number, if any)

My commission expires:

**THE CITY OF PARKLAND
 BID NUMBER 2012-24A
 POST DISASTER EMERGENCY DEBRIS MONITORING SERVICE
 FHWA 1273 COMPLIANCE FORM**

We (I) the undersigned hereby certify that _____ (the Firm) is currently in compliance with FHWA 1273 entitled, "Required Contract Provisions Federal-Aid Construction Contracts" and further certifies that the Firm and all subcontractors utilized by the Firm will remain in compliance with FHWA 1273 as may be amended from time to time for the entire term of any Agreement and any subsequent renewals between the Firm and the City of Parkland. The aforementioned compliance shall further include, but not be limited to, compliance with the following:

- a. Davis-Bacon Wages Act;*
- b. Buy America;
- c. Disadvantage Business Enterprises;
- d. Americans with Disabilities Act;
- e. Convict Labor Prohibition;
- f. National Environmental Policy Act.

* Davis Bacon Act not required for non-construction related emergency debris removal operations.

Signed, sealed and delivered
 in the presence of:

 Witness

By: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____)
) ss.
 County of _____)

BEFORE ME, the undersigned authority personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2010.

NOTARY PUBLIC, State of Florida at Large

(Signature of Notary Public: Print, Stamp, or Type)

- () Personally known to me or
- () Produced identification

Type of I.D. Produced

() DID take an oath, or () DID NOT take an oath

**THE CITY OF PARKLAND
BID NUMBER 2012-24A
POST DISASTER EMERGENCY DEBRIS MONITORING SERVICE
CERTIFICATION FORM**

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the items(s)/service (s) described in the Request for Proposals. We (I) certify that we (I) have read the entire document, including the Specification, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposal.

Indicate which type of organization below:

INDIVIDUAL PARTNERSHIP CORPORATION OTHER

IF OTHER, EXPLAIN: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED SIGNATURE (PRINTED OR TYPED): _____

TITLE: _____

FEDERAL EMPLOYER I.D. OR SOCIAL SECURITY NO: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO: _____ FAX NO: _____

CONTACT PERSON: _____

**THE CITY OF PARKLAND
BID NUMBER 2012-24A
POST DISASTER EMERGENCY DEBRIS MONITORING**

**CERIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FORM**

Contractor Covered Transactions:

1. The prospective contractor of the Recipient, _____
Certifies, by submission of this document, that neither it nor its principals is presently
debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
excluded from participation in this transaction by any Federal department or agency.
2. Where the Recipient's contractor is unable to certify to the above statement, the
prospective contractor shall attach an explanation to this form.

Contractor

Recipient's Name

By: _____
Signature

DEM Contract Number

Name and Title

Street Address

City, State, Zip

Date

ADDENDUM TO RFP DOCUMENTS

REQUEST FOR PROPOSAL: 2012-24 POST DISASTER DEBRIS MONITORING

ADDENDUM No. 1

DATE: 1/25/13

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to the documents in your possession. *Per the RFP, the proposer shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) in their Letter of Interest*

Questions and Answers

Q1. Can the City provide clarification regarding the Background Check Affidavit included in the above referenced RFP (pages 38 – 39)? Item three (3) of the form reads as though the contract for the services being requested was awarded prior to the completion of the form, is it the City's intention that this form be completed with the proposal or after the contract has been awarded?

A1. The background check affidavit form included in this addendum **will replace** the background check affidavit form included in the RFP. The successful proposer will be required to execute a new affidavit at time of contract which attests that a criminal background check has been obtained for all employees, contractors, or subcontractors or subconsultants having access to city property prior to beginning the work. A list of personnel that background checks have been obtained from will be included with the affidavit as Exhibit A. All employees who will be performing services for the City on City property or right-of-way will require a background check.

Q2. We do not generally agree to Liquidated Damages clauses on Debris Monitoring Services contracts. Would the City consider dropping this requirement?

A2. . The City will waive the liquidated damages provision.

Q3. The contract under consideration is a pre-event standby contract with a zero-dollar value. Does the City's 15 % M/WBE participation goal for contracts over \$ 100,000 apply to this project, and will any additional evaluation points be gained by including a M/WBE sub on our proposal?

A3. This is a goal where economically feasible. The City will require that affirmative steps are used by the successful proposer to assure that minority firms, women's business enterprises, and labor surplus area

firms are used when possible and will be stated in the contract received. There will be no additional points gained by including M/WBE sub on our proposal as it is not part of the evaluation criteria for award.

Q3. If we are required to include a M/WBE, does the City have a list of certified firms, or will State of Florida MBE firms qualify?

A3. State of Florida MBE firms qualify

Q4. The Liquidated Damages provision listed on page 15 of the RFP is not appropriate for a time and material effort and the nature of the work contemplated under the contract. We are requesting that the City of Parkland waive the Liquidated Damages clause.

A3. Please see response to Q2 above.

Q4. Item (m) on page 22 of the RFP indicates that the firm shall “provide aerial photographs on a monthly basis from beginning to end”. However, a line item for aerial photography is not included in Exhibit B – Price Proposal – Schedule of Fees. Can the aerial photography be billed to the City at cost, without mark-up?

A4. Monthly aerial photography has been added to the Price Proposal Schedule. The Price Proposal Schedule (Exhibit B) included in this addendum will replace the Price Proposal Schedule included in the RFP.

The foregoing was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT "B"
PRICE PROPOSAL- SCHEDULE OF FEES

| POST-DISASTER DEBRIS MONITORING SERVICES | | |
|---|--------------------|--------------------|
| POSITION | DESCRIPTION | HOURLY RATE |
| Project Manager | | \$ |
| Operations Manager | | \$ |
| FEMA Coordinator | | \$ |
| Scheduler/ Expediter | | \$ |
| GIS Analyst | | \$ |
| Field Supervisor | | \$ |
| Debris Site/ Tower Monitor | | \$ |
| Environmental Specialist | | \$ |

| | | |
|--|--|----|
| Billing & Invoice Analyst | | \$ |
| Administrative Assistant | | \$ |
| Field Coordinators (Crew Monitors) | | \$ |
| Project Inspector (Citizen Site Monitors) | | \$ |
| Project Inspectors (Load Ticket Data Entry Clerks) | | \$ |
| Monthly Aerial Photographs | | \$ |

| PRE-DISASTER PLANNING AND ADDITIONAL SERVICES | | |
|--|--------------------|--------------------|
| POSITION | DESCRIPTION | HOURLY RATE |
| Project Manager | | \$ |

| | | |
|--|--|----|
| Senior Project Engineer/Scientist/ Professional | | \$ |
| Project Engineer/Scientist/ Professional | | \$ |
| Engineer/Scientist/ Professional | | \$ |

EXHIBIT "B"
RESPONSE TO RFP #2012-24

City of Parkland, Florida

Post-Disaster Debris Monitoring Services

Proposal in Response to

RFP No. 2012-24A

Submitted to:

City of Parkland

Attn: City's Clerk's Office

6600 University Drive

Parkland, Florida 33067

Submitted by:

WITT | O'BRIEN'S, LLC

1501 M Street NW, 5th Floor

Washington, DC 20005

(202) 585-0780

&

2200 Eller Drive

Fort Lauderdale, FL 33316

(954) 523-2200

February 1, 2013

January 29, 2013

Laurie Bishara
Financial and Procurement Analyst
City of Parkland
6600 University Drive
Parkland, Florida 33067

Re: RFP No. 2012-24A – Post-Disaster Debris Monitoring Services

Dear Miss Bishara and Evaluation Committee Members,

Witt O'Brien's Inc. (O'Brien's) is pleased to present the enclosed proposal to provide emergency inspection and debris monitoring services to the City of Parkland. We are confident that you will find Witt O'Brien's to be among the best qualified firms in the nation to provide you with these services.

Our extensive debris monitoring experience and deep understanding of the FEMA Public Assistance and FHWA Emergency Relief programs allows us to offer unparalleled levels of technical assistance with all disaster preparedness, response and recovery challenges – particularly those associated with debris removal. We are highly qualified to provide the City with professional debris monitoring services for many reasons, among them:

- **Rapid Response Guarantee:** With established offices in Florida, Louisiana, Alabama, Washington DC, New Jersey, Alaska, Arkansas, and California, staffed with experienced and trained disaster recovery and debris management professionals, and four rapid response Mobile Command Posts, we can assure all of our clients that a qualified project management team will be on site, operational and ready to begin damage assessments, Emergency Operations Center support and initial debris clearance monitoring functions within 24 hours of notification. For this project, we will mobilize initial response personnel from our Fort Lauderdale office (only 30 miles from Parkland), which will serve as our project and data management headquarters.
- **Proven Success and Ability:** Witt O'Brien's has successfully completed many large and complex debris monitoring projects for state agencies, cities and counties - in New Jersey, North Carolina, Florida, Louisiana, Massachusetts, Kentucky, Oklahoma, Arkansas and Georgia. Several of our monitoring projects involved the removal of over one-million cubic yards of storm debris. In total, our firm has successfully provided FEMA-compliant monitoring for the removal of over 34 million cubic yards of debris, with consistently high levels of federal reimbursement received by our clients for their debris removal and monitoring costs.
- **Expertise in Federal Funding Programs:** Few companies can cite our experience with FEMA and FHWA disaster recovery funding programs. As the

WITT | O'BRIEN'S

primary disaster recovery and federal grants management consultant to both the Florida Division of Emergency Management and the Louisiana Governor's Office of Homeland Security and Emergency Protection, we have assisted hundreds of FEMA Public Assistance program applicants with their federal grants and provided debris management experts to several state agencies. Our permanent staff of professional consultants has extensive experience with the complexities and nuances of federal funding guidelines, requirements and eligibility rules and has prepared hundreds of FEMA claims with the goal of maximizing reimbursements to disaster affected communities.

- **Automated Debris Management System:** Witt O'Brien's has designed and developed its own proprietary "state of the art" electronic, paperless load ticket and data management system which uses Hand Held Units with smart cards to replace traditional load tickets. Our system automates and streamlines data management, GIS applications, reporting and invoice reconciliation while reducing the risk of fraud and error and it meets or exceeds US Army Corps ADMS specifications.
- **Local Hiring Program:** Because we understand that disasters impose economic hardships on communities, Witt O'Brien's is committed to hiring as many local personnel as possible on our projects, to both minimize travel expenses and to spread employment opportunities locally. We will also make every effort to utilize local MBE firms as suppliers on this project.

Witt O'Brien's is fully qualified and prepared to provide the services which The City of Parkland is seeking and we will tailor a project approach which conforms completely to its specific requirements and expectations.

If you have any questions about our proposal or require additional information, please contact Beth McAteer, Senior Proposal Manager, at (717) 202-9181 or at bmcateer@wittassociates.com. We pledge our strongest commitment to serving the City of Parkland.

Sincerely yours,



K. Tim Perkins
President and Chief Operating Officer
Witt | O'Brien's, LLC
1501 M Street NW, 5th Floor
Washington, DC 20005

We acknowledge receipt of Addendum No. 1 to the City's RFP, dated January 25, 2013

**PROPOSAL TO PROVIDE
POST-DISASTER DEBRIS MONITORING SERVICES**

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Section A: Company Credentials

Introduction

Witt O'Brien's, LLC (Witt O'Brien's) is a public safety and crisis management consulting firm based in Washington DC, with consultants located throughout the country. It was officially formed on January 1, 2013, combining Witt Associates and O'Brien's Response Management. The merger of Witt Associates and O'Brien's Response Management group brings together two of the nation's leading preparedness, crisis management and disaster response and recovery organizations. The new Witt O'Brien's will bring a new approach to the crisis and disaster industry by combining each company's unparalleled crisis and disaster experience with innovative planning, training, exercise, and software solutions.

Our company was founded by James Lee Witt, who brings over 30 years of disaster management experience, culminating in his appointment as the Director of the Federal Emergency Management Agency during the Clinton Administration. In this capacity, he is credited with turning FEMA from an unsuccessful bureaucracy into an internationally lauded all-hazards disaster management agency. From 1993 to 2001, Mr. Witt oversaw more than 350 disasters in all 50 states; these disasters impacted small, medium, and urban communities. Mr. Witt brings that understanding to our work today for communities of all sizes.

Nationwide, Witt O'Brien's has approximately 250 full-time employees. This number is bolstered by several hundred contractors, including both seasoned emergency responders and top subject-matter experts in a variety of emergency management fields. Clients appreciate that we are small enough to be highly responsive to client needs, while also possessing the depth of resources, experience, and expertise necessary to produce the highest quality of work.

Witt O'Brien's will be led by James Lee Witt, former Director of the Federal Emergency Management Agency (FEMA), as Executive Chairman, Ken Burris as Chief Executive Officer and Tim Perkins as President and Chief Operating Officer. Witt O'Brien's is headquartered in Washington, D.C., with offices in Alaska, Arkansas, California, Florida, Louisiana, New Jersey, Texas, and Washington as well as the United Kingdom and Brazil.

Founded in 2001, **Witt Associates** was a leading crisis and emergency management consulting firm based in Washington, DC with consultants throughout the United States. Witt Associates is a premier provider of disaster recovery and assistance services, and a recognized leader in emergency management and preparedness. Our firm brings together a unique combination of disaster response expertise and skilled project management to provide services to state and local governments and public and private institutions at all phases of the emergency management cycle.

Witt's strong commitment to enhancing emergency management is rooted in its senior executive staff, including founder James Lee Witt. Mr. Witt has more than 30 years of experience in emergency management, including eight years as the Director of the Federal Emergency

Management Agency (FEMA). During his tenure as Director of FEMA, Mr. Witt managed disasters that included the most costly earthquake in our country's history, and over a dozen damaging hurricanes.

Since 2001, Witt Associates has experience managing disaster programs and financial reconciliation efforts in the wake of some of the largest and most complex disasters in US history. This experience provides Witt experts with insights into not only the written law and regulations, but also past precedent and the nuances related to how they can be best applied to maximize financial reimbursements for recovery assistance. In fact:

- Witt has been involved in nearly every significant disaster in the US since 2001;
- Witt's experience and successes working disaster recovery events such as Hurricanes Katrina and Rita in Louisiana; the 2008 floods in the States of Iowa and Indiana; Hurricane Ike in Texas; and the 2011 tornadoes impacting Joplin, Missouri; demonstrates Witt Associates' technical and operational capabilities and extraordinary capacity to support disaster clients of all sizes and types, in all circumstances.
- Witt helped design, staff, and implement long-term recovery planning and coordination efforts for multiple states, as well as local jurisdictions who have been significantly impacted by disasters.
- Witt Associates can do more than promise its ability to support multiple disaster operations/clients at once – we can demonstrate our success in doing so. On several occasions, Witt Associates has supported as many as eight (8) concurrent client deployments with expert personnel, satisfying our clients' needs and achieving great success with each.
- Witt Associates has a reputation and proven record for out-of-the-box thinking, the use of program flexibility and past precedent, and the development of collaborative solutions for our clients to resolve problems.

Among Witt's services offerings are debris management services. Witt Associates' debris management experience includes work for the State of Louisiana and the City of Galveston. For Galveston, Witt Associates was hired for the debris oversight process, which included ensuring that debris operations were handled efficiently and in conformance with program requirements so that problems could be avoided and debris-related reimbursement from FEMA could be maximized. For the State of Louisiana, Witt Associates was tasked after Hurricane Katrina to establish a debris management program to oversee what was to become the largest debris removal and disposal operation in US history.

Witt Associates is proud of the value the firm brings to its clients, and their results-based accomplishments and demonstrated successes – they possess a noteworthy portfolio of clients and an unrivaled record of service supporting states, institutions, and local governments in developing, implementing, and managing effective disaster recovery programs.

O'Brien's Response Management Inc. (O'Brien's) was a global provider of regulatory compliance, emergency preparedness, response management, disaster recovery and crisis management services

to private and public sector clients. Since its inception, O'Brien's has grown steadily, in part by the strategic acquisitions of such firms as Solid Resources Incorporated (which was recently integrated into the firm and now operates as our Government Services Division) but also through the steady expansion of products and services designed to better meet the needs of our diverse clients. O'Brien's was incorporated June 15, 1983, in the State of Louisiana, as O'Brien Oil Pollution Service and completed a name change to O'Brien's Response Management Incorporated on January 1, 2009.

O'Brien's core strength is in providing regulatory compliance and emergency management support services to private sector clients and, through its Government Services Division, assisting federal, state, and local governments with a wide range of services pertaining to emergency and disaster preparedness, mitigation, response and recovery. O'Brien's retains trained and experienced professional consultant with solid backgrounds in these core areas:

- FEMA Public Assistance Program Technical Assistance
- Federal Grants Management
- Disaster Debris Contract Monitoring
- Incident Response and Management
- NIMS / ICS Technical Assistance and Training
- Disaster Debris Management Planning
- Crisis Communications and Management
- Environmental Regulatory Compliance
- Risk Analysis and Mitigation Planning
- Emergency and Disaster Planning and Training
- Port and Facility Security Assessments
- Homeland Security and Terrorism Preparedness
- Hazard Mitigation Planning and Program Management
- Federal Program Compliance and Reporting
- Public Health Preparedness and Response

Federal Disaster Recovery Program Experience

Few other firms in the nation can match O'Brien's experience assisting state and local government agencies with federal disaster funding programs. O'Brien's has, since 2005, provided professional FEMA Public Assistance Program and disaster recovery consulting services to hundreds of local governments and state agencies, including the State of Florida's Division of Emergency Management (FDEM) and Department of Transportation (FDOT). Our consultants have assisted over 800 FEMA Public Assistance Program applicants in Florida to navigate the complexities of federal disaster recovery grant programs and process their reimbursement claims for eight major disasters, for over \$4 Billion in projects. We have also delivered disaster recovery and FEMA program training to thousands of government personnel throughout Florida.

Florida Division of Emergency Management Technical Support

Under a statewide contract with the Florida Division of Emergency Management to provide FEMA Public Assistance grant program consultants, O'Brien's assisted over 800 local governments, private non-profit organizations, public utilities and Indian tribal groups with the processing of their FEMA and FHWA disaster recovery claims for the four major 2005 hurricanes. We provided

the FDEM with over 40 trained and experienced consultants to act as State Public Assistance Coordinators, Project Officers and Debris Specialists. Our

professional consultants reviewed thousands of claims submitted to FEMA for the 2004 and 2005 disasters, wrote hundreds of original FEMA Project Worksheets, performed final inspections and closeout closeouts and provided technical assistance to local government Public Assistance applicants. In total, our firm was ultimately responsible for the administration, review, management and final inspection of \$4 billion in federal disaster recovery grants for the 2004 and 2005 Florida disasters.

State of Florida Debris Management Specialists

As our firm is a recognized leader in debris management and monitoring services, the Florida Division of Emergency Management tasked us to provide a team of debris management specialist to the State. O'Brien's debris specialists assisted hundreds of local governments impacted by the devastating 2005 storms (including Miami-Dade County, the City of Miami, Broward County, Monroe County, West Palm Beach, the Cities of Hialeah, Homestead and Key West and many others) to recoup their debris removal and monitoring costs by assisting with documentation of costs, preparing Category A FEMA Project Worksheets, negotiating with FEMA on their behalf, writing appeals to FEMA decisions, validating debris eligibility in the field, managing project documentation and providing debris management consultation and training. Our debris specialists also validated and monitored the removal of marine, canal and waterborne debris, including almost 500 derelict vessels, in Monroe, Miami-Dade and Broward Counties. Our State debris team was also instrumental in developing, with FEMA, the first comprehensive Debris Management Training seminars, which FEMA presented to hundreds of local governments throughout the State of Florida with O'Brien's assistance.

Consultant to the Florida Department of Transportation

O'Brien's Response Management's professional FEMA Public Assistance Program and disaster recovery consultants provided the FDOT with comprehensive technical assistance with its many large and complex FEMA claims. Our team reviewed the Department's entire set of FEMA Project Worksheets for the 2004 and 2005 disasters and ultimately was able to identify almost \$50 Million in missed or denied funding opportunities, for which we then prepared and submitted Project Worksheet claims or appeals to FEMA. We also performed comprehensive project file reviews of all of the Department's FEMA claims and prepared each project for final inspection and financial closeout. In all, O'Brien's Response Management's federal disaster recovery consultants were responsible for the administration, review, management, formulation and final inspection of almost \$2 billion in federal disaster recovery grants for the FDOT.

In addition, the FDOT tasked our debris specialists to develop its first state-wide Debris Management Plan, which was approved by FEMA on first review. We then developed comprehensive operational debris management plans for each of the seven FDOT Districts in Florida. The Department also enlisted our debris specialist to assist several local governments with the management and preparation of their Federal Highway Administration (FHWA) claims and to develop scopes of work for the Department's debris removal Request for Proposals and Contracts. FDOT recently rebid the disaster management consulting contract and awarded it again to

O'Brien's. We are currently delivering training in disaster management to all FDOT personnel with disaster recovery responsibilities and reviewing extant FEMA claims.

Disaster Management Training

At the request of the Florida Department of Transportation, O'Brien's Response management developed comprehensive disaster management training programs for the FDOT and conducted seminars in each its Districts. So successful and well-received was O'Brien's training for FDOT that we were then tasked to deliver our training seminars to every local government in Florida. More than 2,000 emergency management, public works, finance, solid waste and other Florida government personnel with disaster recovery responsibilities attended our training sessions. O'Brien's' training included comprehensive sessions on the FEMA and FHWA disaster recovery funding programs, debris management and monitoring as well as cost documentation requirements and grants management practices for disaster recovery projects. Few other firms can match our disaster management training capabilities or level of experience. We are currently conducting emergency and disaster management training in all FDOT Districts.

Disaster Debris Monitoring Experience

Unlike many firms which attempt to provide debris monitoring and planning services as a part-time adjunct to their primary, non-disaster related services, Witt O'Brien's is fully dedicated to providing professional incident, emergency and disaster management services to private and government sector clients and specializes in debris management, planning and monitoring services. In addition to our extensive FEMA and FHWA program technical assistance and training experience, Witt O'Brien's has served many government agencies with debris monitoring services for major and complex disaster recovery efforts, several of which involved the removal of over one-million cubic yards of debris, including our projects for the Louisiana Department of Transportation, Collier County in Florida, the City of Tulsa, the Kentucky Transportation Cabinet and others.

Though we are under contract with many local and state level governments to provide debris monitoring services, the depth of our organizational, financial and personnel resources enables us to assure each of our clients that we will be there for them in the event of a major debris generating event. Witt O'Brien's specializes in swift and effective response to incidents, emergencies and disasters – we make it our business.

Our Debris Services personnel are among the best trained and most experienced in the industry; they have worked on large projects for major disasters, including Hurricanes Charley, Wilma, Katrina, Gustav, Ike and Sandy as well as severe ice storms and tornadoes. Our personnel have years of experience in the emergency removal of all types of disaster debris and a deep familiarity with federal, state and local regulations governing its proper management. We have extensive experience with:

- Public Right of Way debris removal and monitoring,
- Vegetative debris, including stumps, hanging limbs and leaning trees,
- Construction and Demolition (C&D) debris,
- White goods, appliances and electronics,
- Waterborne debris in canals, lakes, drainage systems, marinas,

- Sediments, sand, mud, seaweed, beach restoration,
- Abandoned and derelict vessels,
- Oil, Chemical and Ash Spills,
- Asbestos abatement, removal and disposal,
- Hazardous Materials and Waste,
- Demolition programs – homes, buildings, mobile homes, boats,
- Right of Entry Programs and Hold Harmless Agreements
- Private Property Debris Removal, including private gated communities, mobile home parks and private roads,
- Recycling programs for disaster debris,
- Animal carcasses and putrescent debris,
- Temporary Debris Management Site permitting, set-up, management and restoration.

As a result of our experience with large and challenging debris monitoring projects, we have developed a sound Project Management model and cultivated a core team of disaster management and debris specialists with a superior working knowledge of eligibility guidelines for the FEMA, FHWA, HUD and NRCS funding programs; this enables us to ensure the highest level of reimbursements to our clients for debris removal expenditures. As you will see in the following sections, we have provided professional disaster debris monitoring services to many cities, towns, counties and state agencies on projects entailing the total removal of over **thirty two million cubic yards** of disaster-related debris.

Witt O'Brien's' comprehensive and industry-leading disaster debris monitoring services are designed and implemented with these clear objectives:

- FEMA, FHWA, NRCS and HUD program compliance assurance,
- Environmental, historical and archeological regulation compliance,
- Maximizing federal disaster recovery cost reimbursements through proper documentation of project costs,
- Expediting debris removal and eliminating public health and safety risks,
- Expediting the economic recovery of disaster-affected communities, and
- Delivering consistently high levels of customer service and project quality assurance.

Summary of Debris Monitoring Qualifications

Witt O'Brien's Inc.'s team of dedicated disaster response professionals has been providing FEMA compliant debris monitoring and Federal grants management consulting services to clients throughout Florida and the nation since 2002, and some of our personnel have been involved in FEMA disaster recovery projects since Hurricane Andrew struck south Florida in 1992, serving with the Florida Division of Emergency Management and FEMA. Our firm is one of the most experienced in the nation in providing the services requested here.

In this proposal, Witt O'Brien's will demonstrate the successful completion of many debris monitoring projects over the last eight years involving the removal of over **32 million cubic yards** of all types of storm debris on federally declared disaster events. For example, in Florida Witt

O'Brien's provided comprehensive monitoring services to Charlotte County, Lee County and Hillsborough County after Hurricane Charley hit southwest Florida in 2004, and then to Collier County after Hurricane Wilma in 2005.

More recently, our firm monitored the removal of over 3 million cubic yards for the Louisiana Department of Transportation and Development for their Hurricanes Gustav and Ike recovery projects, and over 14 million for the Kentucky Transportation Cabinet after a severe winter storm. Most recently, we provided disaster debris monitoring services to twenty cities and towns in Massachusetts under our statewide contract with the Massachusetts Emergency Management Agency, which entailed the removal of 1.7 million cubic yards of debris caused by an early winter storm. Currently, we are assisting several Louisiana cities and Parishes with their Hurricane Isaac recovery efforts, and our debris monitoring teams are active in several New Jersey communities, assisting with Hurricane Sandy debris removal. Few firms can match our record or ability in the management and completion of large debris monitoring projects or in maximizing federal disaster recovery cost reimbursements for our clients.

Witt O'Brien's has also developed its own proprietary ***Automated Debris Management System*** utilizing Hand Held Units rather than paper load tickets. This system streamlines and automates the process of gathering information and data in the field, allows instant, real-time report generation and website access for the client to view their project data.

In addition to our extensive experience in providing disaster debris monitoring services, Witt O'Brien's has assisted many local governments and state agencies with their FEMA and FHWA disaster recovery cost claims and grants management challenges. O'Brien's was the only firm hired by the State of Florida to provide the Division of Emergency Management with Public Assistance Coordinators, Project Officers and debris specialists after the devastation caused by eight federally declared disasters in 2004 and 2005. Witt Associates has long been the only firm providing the State of Louisiana with FEMA PA program support for Katrina recovery work as well as other disasters. Witt O'Brien's is currently the State of New Jersey's disaster recovery consultant for Hurricane Sandy.

We have **assisted over 1000 local governments** and other PA applicants with their FEMA and FHWA claims – from project formulation to final inspection – and recovered millions of dollars for Public Assistance applicants, which would otherwise have gone unclaimed or reimbursed. We are contracted by the Florida Department of Transportation to provide disaster recovery services, and hold state-wide FEMA program consulting contracts with the States of Louisiana, Vermont, Rhode Island, New Jersey, Alaska and many local governments.

Contacts for this Project

The senior advisor for this project will be Mark Merritt, Senior Vice President, Disaster Recovery services. Chuck Brannon is our Vice President of Debris Services and will act as principal manager over any tasks O'Brien's may perform for the City as a result of this proposal.

Mark Merritt – Senior Vice President, Disaster Recovery

Senior Project Advisor

1501 M Street NW, 5th Floor

Washington, DC 20005

(202)-585-0780 Phone

(202) 585-0792 Fax

Mmerritt@wittassociates.com

Charles “Chuck” Brannon – Vice President, Debris Services

Project Principal

1882 Capital Circle, N.E., Suite 205

Tallahassee, Florida 32308

(850) 877-6700 – Office

Chuck.Brannon@obriensrm.com

Company Principals

James Lee Witt – Executive Chairman

Kenneth Burris – Chief Executive Officer

Tim Perkins – President and Chief Operating Officer

Pate Felts – Chief Financial Officer

Financial Stability

Since 2001, our firm has been a leading public safety and crisis management firm operating in the United States and internationally, and has displayed consistent financial stability. Specifically, we have demonstrated the ability to simultaneously carry staffing and mobilization costs for hundreds of employees and consultants across multiple disasters and projects. Witt Associates was founded by James Lee Witt in 2001. In 2006, Witt Associates was acquired by GlobalOptions, Inc., a publically-traded risk management firm. In July 2010, the long-term management of Witt Associates, led by James Lee Witt, purchased the *James Lee Witt Division* from GlobalOptions, Inc. in a management-led buyout and Witt Group Holdings, LLC was formed.

On January 1, 2013, Witt Associates merged with O'Brien's Response Management, LLC changing its name to Witt O'Brien's, LLC. The merger of Witt Associates and O'Brien's Response Management, LLC group brings together two of the nation's leading preparedness, crisis management and disaster response and recovery organizations. Due to size, GlobalOptions, Inc.'s 10k annual financial statements from 2009 and 2010, as well as Witt Group Holdings, LLC's audited financial statements through December 31, 2011 are included on an enclosed CD. Please note that as a privately held corporation, Witt O'Brien's, LLC considers its audited financial statements **proprietary and confidential** and would request they not be made available for distribution.

Section B: Expertise of Designated Staff

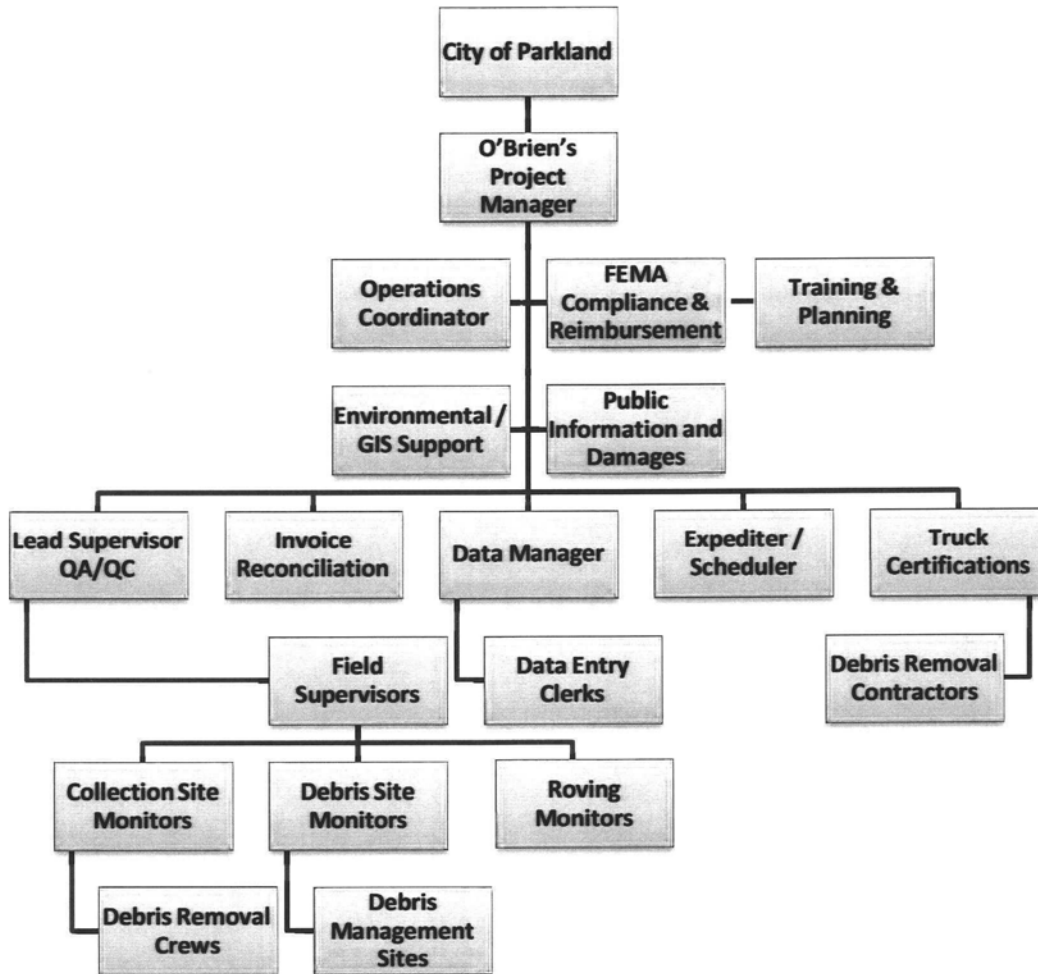
Witt O'Brien's retains, as permanent full-time employees, a staff of trained and experienced disaster debris monitoring, FEMA Public Assistance Program, FHWA Emergency Relief Program, GIS, environmental and hazardous waste specialists who are ready to mobilize on behalf of our disaster-affected clients on short notice. Our project management and supervisory personnel have undergone training in Incident Command System, debris management and monitoring techniques, FEMA debris removal guidelines and eligibility rules, project management and disaster management and have valuable experience from serving on several major recovery projects. All of our project management personnel and core consultants hold training certificates from the Emergency Management Institute, including many of those in the table below:

| FEMA Emergency Management Institute Certificates |
|---|
| IS-001 - Emergency Program Manager: An Orientation to the Position |
| IS-100 - Introduction to the Incident Command System |
| IS-100 PW - Incident Command System for Public Works |
| IS-197 - Special Needs Planning Considerations for Service and Support Providers |
| IS-200 - Incident Command System for Federal Disaster Workers |
| IS-208 - State Disaster Management |
| IS-230 - Principles of Emergency Management |
| IS-235 - Emergency Planning |
| IS-253 - Coordinating Environmental & Historic Preservation Compliance |
| IS-340 - Hazardous Materials Prevention |
| IS-362 - Multi-Hazard Emergency Planning for Schools |
| IS-393 - Introduction to Hazard Mitigation |
| IS-546 - Continuity of Operations Awareness Course |
| IS-547 - Introduction to Continuity of Operations |
| IS-630 - Introduction to the Public Assistance Process |
| IS-631 - Public Assistance Operations I |
| IS-632 - Introduction to Debris Operations in FEMA's Public Assistance Program |
| IS-634 - Introduction to Public Assistance |
| IS-700 - National Incident Management System |
| IS-702 - NIMS Public Information Systems |
| IS-703 - NIMS Resource Management |
| IS-800 - National Response Plan, an Introduction |
| IS-801 - Emergency Support Function # 1 - Transportation |
| IS-803 - Emergency Support Function # 3 - Public Works and Engineering |

We also maintain a network of over 1,000 experienced personnel which we can draw upon on short notice. The following brief résumés and summaries of qualifications for some of our staff members demonstrate the depth of experience and knowledge our professional team will provide.

Project Management Organizational Chart

We customize our Project Management model and staffing organization to fit the unique situational and operational requirements which each debris project presents, as well as the client's particular requirements or requests. While we will continually adjust the scale and structure of our team to match daily project requirements, our general Project Management model for a large disaster debris project is represented by the chart below.



Résumés for Key Personnel

Mark Merritt

Senior Vice President, Disaster Recovery

As Senior Vice President of Disaster Recovery for Witt O'Brien's, Mark Merritt brings first-hand disaster recovery and operational expertise to emergency planning and on-site disaster response and recovery projects for state and local governments, as well as private sector entities. This experience includes extensive work in the federal Public Assistance and Individual Assistance programs, as well as other elements of long term recovery efforts, emergency operations center support and operations, and Incident Command efforts such as Logistics, Supply, and Planning. With Witt Associates, Mr. Merritt's experience includes:



- Serving as Project Manager for Witt Associates' efforts in the State of Louisiana following Hurricane Katrina, in the Cayman Islands after Hurricane Ivan, in Houston after Tropical Storm Allison, and in Guam after Typhoons Chata'an and Pongsona,
- Providing expert evaluation and estimation of damages, preparing and submitting financial and related PWs, managing recovery operations, monitoring recovery/response budgets, and has developing scopes of work to repair/replace damaged facilities.
- Developing and delivering training programs for local emergency responders for numerous government officials in Guam, Myrtle Beach, Key West, Miami, and Tampa.

Past Experience

Prior to joining Witt Associates, Mr. Merritt worked for FEMA from 1993 to 2001, where he held several positions of increasing responsibility ranging from logistical and operational support to disaster recovery oversight and financial reconciliation. Having worked for a variety of the agency's programs, Mr. Merritt is exceptionally qualified to provide strategic advice and recommendations on emergency management policies and procedures, as well as the federal disaster programs. Mr. Merritt brings this firsthand disaster recovery, operational, and programmatic expertise to emergency planning and on-site disaster response and recovery projects for state and local governments, international agencies, and private sector entities. In this role, Mr. Merritt represented FEMA's Office of Financial Management in negotiations with FEMA's Response and Recovery Directorate, Office of the Inspector General, Office of General Counsel, State Offices of Emergency Management and local governments to resolve long standing eligibility disputes that resulted in the amenable closure of numerous disaster projects and the return of over a \$1 billion dollars of unliquidated obligations to the Disaster Relief Fund.

While Mr. Merritt served as the Special Assistant to the Associate Director for the Response and Recovery Directorate, he represented the Associate Director of FEMA in liaison and

coordination activities with a variety of representatives from various segments of federal, state, and local governments, private industry and other parties with an interest in FEMA programs and policies.

Education

US Military Academy

Bachelor of Science, National Security and Public Affairs

Andrew Sachs

Vice President of Disaster Services

During his time as a senior executive with Witt Associates, Mr. Sachs has managed billions of dollars of funding on behalf of his clients and facilitated the implementation of thousands of projects. Mr. Sachs has become a trusted advisor to governors and their staffs, local elected officials, members of Congress, senior company executives, and others, supporting their efforts at the state, national, and corporate levels to address complex public policy and operational challenges, including the economic and physical recovery from disasters of all kinds, both natural and human-caused.

With Witt Associates, Mr. Sachs' experience includes:

- Helping to establish recovery operations in support of the State of Vermont after they experienced nearly \$1 billion in losses from Tropical Storms Irene and Lee in 2011. In that capacity, he established a recovery team and oversaw efforts to provide direct assistance to impacted local governments to facilitate their recovery and financial reimbursement for disaster losses. He also developed a concept for long-term recovery planning for the state, which was based on stakeholder involvement and was used as a guideline for establishing recovery priorities.
- Helping to design and implement the Louisiana Recovery Authority (LRA), an entity established to identify and coordinate overall recovery efforts, establish priorities, receive and distribute appropriated recovery funds, and provide a single voice for the State on recovery issues. Mr. Sachs also led the State's long-term community recovery planning effort with the 26 most impacted parishes, and developed and implemented regional and statewide planning activities designed to address issues that cross jurisdictional boundaries. Mr. Sachs has since served as a senior advisor to both the Governor and Executive Director of the LRA on matters related to disaster response and recovery, including how to spur recovery in heavily impacted communities and business sectors, how to speed and maximize federal assistance to the State and local governments, and how best to work with FEMA and other federal agencies to achieve results.
- Providing technical assistance and support for the State of Louisiana's initial implementation of its \$9 billion Public Assistance and \$2 billion Hazard Mitigation Grant programs, to include resolution of critical issues and disagreements with FEMA, representation of applicant and State needs, and communications with applicants.
- Leading the team in 2008 that helped the Iowa Homeland Security and Emergency Management Division (HSEMD) manage the recovery from the catastrophic Midwest Floods of 2008, which today stands as the nation's fifth largest disaster measured by FEMA obligations. While in Iowa, Mr. Sachs was a trusted advisor to the Governor, designed and helped lead the Rebuild Iowa Office (RIO) to develop a statewide long-term recovery plan and coordinate recovery efforts statewide, managed the State's

crisis communications effort, and oversaw the teams helping to the state to obtain and maximize funding under the Public Assistance and Hazard Mitigation programs.

Past Experience

Earlier in his career, Mr. Sachs also held several leadership positions at FEMA. As the Chief of Program Outreach at FEMA, he developed partnerships with private sector organizations, non-profit groups, and other agencies to influence policy design and program delivery. He regularly represented the Agency before the Congress, constituent groups, the media, and senior governmental officials to influence policy and redirect resources toward cost-effective hazard mitigation and risk reduction efforts. He also served as the Special Assistant to the Associate Director of the Response and Recovery Directorate, during which time he supported overall policy and program management efforts related to federal disaster programs. While in this role, Mr. Sachs was selected by the FEMA Director to co-manage a staff of 40 to successfully close-out over \$750 million in disputed disaster claims by the State of Florida after Hurricane Andrew. He successfully researched claims, developed resolution strategies, and negotiated settlements for all projects in less than five months.

Prior to his time working at FEMA, Mr. Sachs held positions with the US Department of Commerce, International Trade Administration, where he organized international trade missions to the developing world to promote economic growth and opportunity for US companies. He worked for US Senator William Cohen in Washington, DC, where he served as a Legislative Aide working on economic and business affairs issues, as well as on the Senate Special Committee on Aging.

Education

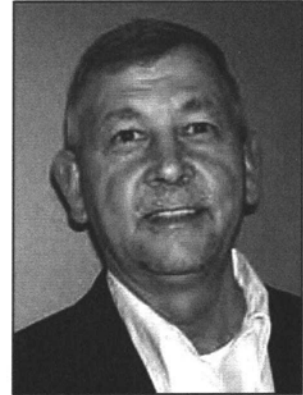
- Masters in Public Policy (Graduated with honors), The George Washington University
- Bachelor of Arts, Political Science (Graduated with honors), Bates College

Charles "Chuck" Brannon

Vice President, Disaster Recovery and Debris Services

**Education,
 Certification,
 Training and
 Licenses:**

- AS Degree
- FEMA Certificates: IS-100, IS-200, G-300, G-400, IS-630, IS-632, IS-700, IS-800
- NIMS ICS 300 Intermediate ICS for Expanding Incidents
- NIMS ICS 400 Advanced ICS
- Department of Homeland Security – Enhanced Threat and Risk Assessment
- Florida Division of Emergency Management – COOP Program Manager
- United States Army – Anti-Terrorism/Force Protection Level II Instructor



**Relevant
 Employment:**

- O'Brien's Response Management: Vice President, Debris Services
- Florida Department of Transportation: May 1976 – December 2010
- United States Army: 1977 - 2004

Skills/Services:

- Resource and Program Management
- Domestic Security & Recovery
- FEMA & FHWA Disaster Recovery Programs
- EOC Operations Management
- Disaster Recovery Operations
- Systems Administration & Management

Experience:
 6 years of
 Emergency
 Management
 experience

Chuck Brannon serves as the Vice President of Debris Services for Witt O'Brien's. He has six years of experience in emergency management and 34 years of experience working for the Florida Department of Transportation. Mr. Brannon also served in the United States Army for more than 20 years, where he gained invaluable experience in emergency operations support, security, and administration.

Disasters

- 1539 Charley
- 1545 Frances
- 1551 Ivan
- 1561 Jeanne
- 1609 Wilma
- 1679 Tornado
- 1785 TS Fay

FDOT Right of Way Resource Manager

Mr. Brannon served as the Florida Department of Transportation's Right-of-Way (ROW) Resource Management Manager. He was responsible for ensuring that all staff was properly trained, duties are clearly stated and subordinates are kept aware of their performance. He managed the development of policy statements, rules, procedures and guidelines for ROW Funds Management, Work Program, Property Management and the ROW Training program, as well as ensuring that all published policies, rules, procedures and guidance documents are in compliance with federal and state laws. Mr. Brannon

955 Andrew
Groundhog Day
Tornadoes
1994 NC
Tornado
4051 MA Storm
4080 Isaac
4086 Sandy

provided technical assistance and support to other offices as needed and monitored the Statewide \$600 million Right of Way Work Program and the management of the Right of Way roll forward budget. He work with the district offices to perform in-depth analysis by project of projected roll forward, assisted districts in setting targets for contingencies, and helped ensure that projects are funded at proper levels.

FDOT Domestic Security and Recovery Manager

Prior to acting as the ROW Resource Management Manager, Mr. Brannon worked in the FDOT's Emergency Management Office as the Domestic Security and Recovery Manager. In this role, he managed the development of the FDOT's Continuity of Operations plans and programs. He assisted various departmental staff in resolution of problems relating to the Continuity of Operations plans and technical direction to include technology issues, connectivity, alternate work selection and other logistic issues. Mr. Brannon served as an advisor on state, regional, and national regulatory policies for security practices. He served as the representative for the FDOT at the State Emergency Operations Center (SEOC) as a Shift Manager for Emergency Support Functions (ESF) 1 and 3 when activated or when called upon by the State Coordination Officer.

Mr. Brannon served as the Project Manager for contracted Emergency Services for the FEMA-PA and FHWA-ER program, tasked with providing qualified Public Assistance Coordinators and Project Officers to the State Public Assistance Officer, Division of Emergency Management. He tracked the work program budget (\$27.0 million) for programming, encumbrances and expenditures relating to this contract. In addition, he developed Standard Emergency Operations Policies and Procedures for Emergency Management related functions and processes and assisted the Departments Emergency Coordination Officer as his official Alternate (Alt ECO) in coordinating emergency operations for the Department and ESF 1 and 3.

United States Army Reserve

While serving as a United States Army reservist, Mr. Brannon was mobilized to multiple military and disaster operations to assist in response and recovery. In 2002, he was deployed to Guantanamo Bay, Cuba, in support of Operation Enduring Freedom, where he served as First Sergeant for the 160th Military Police Battalion. He supervised personnel and administrative functions of the company, prepared rosters, schedules, reports, correspondence and operational orders and ordered operations and security of resources and installations. Mr. Brannon also provided support to the Hurricane Andrew Relief in Miami, FL at the FEMA Federal Coordinating Office (FCO), where he supervised Military staff assigned to the FCO, received and reviewed Daily

Situation Reports, updated Situation Board and compiled daily information to be used in briefings.

Mr. Brannon has also conducted training in various computer and software systems to United States Army and Federal Emergency Management Agency personnel and worked in the FDOT's Bureau of Programming, Planning and Development as an engineer. Additionally, he has an impressive list of both military and civilian courses completed that involve emergency response and recovery operations.

Jeff Kyte

Project Manager / Operations / FEMA Reimbursements

Education, Certification, Training and Licenses:

- FEMA Emergency Management Certificates: IS-001, IS-007, IS-030, IS-100, IS-111, IS-197, IS-200, IS-208, IS-230, IS-235, IS-240, IS-241, IS-242, IS-253, IS-275, IS-292, IS-340, IS-362, IS-393, IS-394, IS-546, IS-547, IS-630, IS-631, IS-632, IS-650, IS-700, IS-703, IS-706, IS-800, IS-803, IS-804, IS-808, IS-809, IS-812, IS-860, IS-1900
- Specialized Training: Public Assistance Operations, Preliminary Damage Assessment, FEMA Project Closeouts, Debris Management
- HAZWOPER Certification (40 Hour)

Relevant Employment:

- O'Brien's Response Management: January 2010 – Present
- Solid Resources Incorporated: August 2004 – December 2009

Skills/Services:

- Public Assistance Program Administration
- Debris Management and Operations
- Debris Management Planning
- Debris Contract Monitoring
- Project Management
- Contract Management
- Grant Management & Closeout

Experience:

Six years of disaster recovery experience

Disasters

3293 Gustav
1539 Charley

State Public Assistance Coordinator

Mr. Kyte, who currently serves O'Brien's as a Regional Manager of Debris Services has been a valued employee of the firm for several years and has held many important positions in both debris monitoring projects and as a State Public Assistance Coordinator and debris specialist. As a Public Assistance Coordinator for the State of Florida, he managed PA applicant recovery projects to ensure consistent, equitable, efficient and effective delivery of the Public Assistance Program funding. His job involved identifying applicant recovery needs, identifying and evaluating the activities associated with the project, developing scopes of work and damage descriptions and expediting the project

1545 Frances
1551 Ivan
1561 Jeanne
1595 Dennis
1595 Katrina
3259 TS Rita
1609 Wilma
1785 TS Fay
1994 NC
Tornado
4051 MA Storm
4080 Isaac
4086 Sandy

review and approval process. He consulted with all eligible PA applicants in Monroe County in assisting with their Project Worksheets and coordinated with FEMA on behalf of Monroe County local governments and private non-profit organizations. He has written and reviewed hundreds of FEMA Project Worksheets for debris and all other categories of work and assisted with many Improved Projects, Alternate Projects, Appeals, and small project nettings. Mr. Kyte also served as a State of Florida Public Assistance Coordinator and closeout specialist and was instrumental in the successful final inspection and closeout out of many FEMA project for Monroe County as well as State Agency PA applicants. Most recently he served in Massachusetts and North Carolina, managing several debris monitoring projects for O'Brien's.

Debris Specialist to the State of Florida Division of Emergency Management

As a State of Florida Public Assistance Coordinator and debris specialist, Mr. Kyte assisted Monroe County with the monitoring and removal of over 400 derelict vessels and over 45,000 crab and lobster traps, which led to the reimbursement to the County of millions of dollars by FEMA. He also assisted Monroe County in the removal of illegally dumped debris mulch in an 8½ mile stretch of wetlands in Homestead, Florida. To secure funding from FEMA, Mr. Kyte managed 2 Project Officers to monitor and validate that all mulch was being moved to a designated class 3 landfill permitted to accept this classification of debris. More than 1,193 truckloads containing 24,896 tons of illegal mulch were monitored and documented by SRI's State PA debris team during the remediation project.

Debris Contract Monitoring

Mr. Kyte has extensive experience as project coordinator overseeing debris monitors and contractors. In Collier County after Hurricane Wilma, he oversaw all TDSRS set-up and operations and managed the entire stump removal program, insuring accuracy of measurements, performance of monitoring crews and FEMA compliance. Mr. Kyte supervised load ticket completion, managed teams of monitors and tracked the cumulative volume of debris removed and reduced, during his quality control and assurance position. Mr. Kyte has a wealth of technical field experience and knowledge managing post-hurricane debris collection and removal activities and TDSRS monitoring functions. He has worked on major SRI monitoring projects for the recovery efforts for Hurricane Charley in Lee and Charlotte Counties and Hurricane Wilma in Collier County.

Kevan Parker

Project Manager / Operations Coordinator / Grants Management / Data Manager

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| <p>Education, Certification, Training and Licenses:</p> | <ul style="list-style-type: none"> • FEMA Certificates: IS-100, IS-200, IS-700, IS-800, IS-630, IS-631, IS-632, IS-775, IS-805, IS-16, IS-807, ESF 7, IS-814, ESF 14, IS-801, ESF 1, Certified PAC, Project Officer, Benefit Cost Analysis, PDA Training, PA Training • Additional Training: Haz Mat Technician, Asbestos Inspector and Manager, Air Quality, Emergency Medical Technician, Florida Firefighter, FEMA Public Assistance Operations I and II, FDOT Advanced Maintenance of Traffic |
| <p>Relevant Employment:</p> | <ul style="list-style-type: none"> • O'Brien's Response Management: August 2010 – Present • Metric Engineering, Emergency Management Operations: September 2008 – August 2010 • Washington County Emergency Medical Services: April 1998 – September 2008 • Florida Department of Transportation October 1976 – December 2006, Retired |
| <p>Skills/Services:</p> | <ul style="list-style-type: none"> • Project Management • FEMA Program Coordination • FHWA – ER Program Support • Debris Contract Monitoring • Client Relations • Debris Management |
| <p>Experience: Twenty years of Emergency Management, FHWA – ER Program, and FEMA Public Assistance Program experience</p> <p>Disasters</p> <p>TS Alberto Opal Erin Mitch Floyd Earl</p> | <p>Overview</p> <p>Mr. Parker recently served as senior project manager over seven debris monitoring projects in Louisiana for Hurricane Isaac recovery efforts and is currently overseeing five projects in New Jersey in response to Hurricane Sandy.</p> <p>Kevan Parker recently served as the Project Manager for DR-1994 Tornado in Wilbraham Massachusetts. Kevan's previous project with O'Brien's was a Field Accounting Monitor on the BP Deepwater Horizon oil disaster in the Gulf of Mexico. Kevan has over 10 years of Disaster Debris eligibility and oversight experience along with more than 35 years of working in/and for government agencies at the local, state and federal level. The insight that has been gained by working at multiple levels of government provides him with an exceptional ability to expect the needs of State and Local Governments and give guidance in a manner for all eligible reimbursements from Federal agencies.</p> <p>During past activations Mr. Parker has served as the Project Manager directly overseeing as many as 200 employees. In the last 3 years Kevan has served as either the Project Manager or Senior Project Engineer for debris operations for Florida Department of Transportation, Louisiana Department of Transportation</p> |

TS Allison
Charley
Frances
Ivan
Jeanne
Dennis
Katrina
Wilma
TS Fay
Gustav
Ike
R I Snow/Floods
Horizon Oil Spill
Tornado –
Wilbraham/
Springfield Ma
4080 Isaac
4086 Sandy

and Development, and Texas Department of Transportation. In these combined efforts Mr. Parker has documented the removal of several million cubic yards of debris, assisted in the reimbursement of more than \$100 million in debris related costs along with overseeing the hiring, training and deployment of more than 300 employees and the associated equipment to accurately document and expedite the entire debris removal process. On the TxDOT project Kevan was the Project Manager over Bay cleaning, Private Property Debris Removal, monitoring of Threatened and Endangered species, Demo of facilities and storm generated debris removal of a 2000 acre state park, two miles of beach sand removal, cleaning, and replacement to include dune creation and planning of sea oats, two million cubic yards of sand removal from ditches and drainage canals (FHWA-ER), six thousand feet over five miles of revetment wall, over five hundred vehicles and vessels removal, and debris, dangerous tree and limb removal from public rights of way.

State of Florida Department of Transportation

Prior to his current employment in full time emergency response management, Mr. Parker was employed by the Florida Department of Transportation. Kevan's final appointment was the District Facilities Manager for the 3rd District. In addition to normal duties, and during a declaration of emergency, he was tasked to coordinate, schedule and facilitate intergovernmental communication between the Federal, State and local representatives to ensure maximum utilization of assigned FDOT employees/resources in an effort to expedite the recovery process on a local/regional level and ensure compliance with all applicable laws. Mr. Parker provided technical and hands on expertise to emergency management stakeholders on post-disaster debris removal operations and the logistics requirements that must be in place to open roads for emergency responders and general roadway users.

State Public Assistance Project Officer / Public Assistance Coordinator

Mr. Parker previously served as a State Public Assistance Project Officer and Coordinator during several major disasters to include Hurricane Opal, Erin, and Ivan. He also served on the Rapid Impact Assessment Team (RIAT) covering the State of Florida and adjoining states. Kevan was part of a five man team deployed to Mississippi and Louisiana during Hurricane Katrina. This self-supporting team was sent in to determine the needs of the local governments and relay information back to the Emergency Operations Center in Florida for the deployment of personnel and assets. During his Emergency Management experiences, Kevan has covered all areas from local Incident Management, Applicant, Project Officer, PA Coordinator and Debris Program Manager.

1561 Jeanne
1595 Dennis
1595 Katrina
3259 TS Rita
1609 Wilma
1679 Tornado
1785 TS Fay
4051 MA Storm
4080 Isaac
4086 Sandy

serves O'Brien's as a disaster management planner, consultant, project manager and technical writer.

Disaster Debris Contract Monitoring Experience

Mr. Schultz has valuable experience in the management and operations of debris monitoring projects. During the devastating 2004 and 2005 storm seasons, he assisted several Florida counties with the monitoring of major (over one million cubic yards in Collier County and over two million in Charlotte County) debris removal projects for Hurricanes Charlie, Frances, Jeanne and Wilma. He provided consultation and technical advice to County officials regarding compliance with FEMA regulations, debris eligibility and logistical trends in major debris projects and served as Operations Coordinator and FEMA technical advisor, overseeing Solid Resources/O'Brien's debris monitoring staff and ensuring project quality control. Mr. Schultz also served as Solid Resources' Manager of Debris Services and is now O'Brien's Special Project Coordinator over proposals and contracts. He has written several comprehensive Debris Management Plans for government agencies, including the Florida Department of Transportation, the City of Miami and the Broward County School District.

State Public Assistance Coordinator / Debris Specialist

Mr. Schultz served as a State Public Assistance Coordinator (PAC) and Debris Specialist on the State Debris Team in Miami Dade, Broward and Monroe Counties for the Hurricane Wilma and Katrina recovery efforts. He consulted directly with over 50 local governments on debris removal and other recovery issues, reviewed over 250 FEMA Project Worksheets and assisted in the determination of recovery expenditures eligible for federal reimbursement. He also prepared over twenty-five original large FEMA Project Worksheets for several major Miami-Dade area applicants for Public Assistance, accounting for over \$12,000,000 in federal disaster recovery cost claims. He also coordinated with FEMA and Monroe County for the removal and cost reimbursement of over 430 disaster-related derelict vessels and other marine and canal debris and monitored all debris operations on behalf of the State of Florida. Mr. Schultz was also instrumental in the development of FEMA's first comprehensive debris management training seminar, which was presented to local governments throughout the State of Florida.

Florida Department of Transportation Public Assistance Consultant / Debris Specialist

Mr. Schultz served on a team tasked with reviewing all Florida Department of Transportation disaster-related expenditures submitted to FEMA for the 2004 and 2005 seasons. As a result of this review, un-captured costs were identified and he participated in the preparation of new FEMA Project Worksheets and

appeals which resulted in over \$50 million in additional funding to the FDOT. He prepared over 25 Project worksheets for submission to FEMA on behalf of the Department. Mr. Schultz developed a comprehensive debris management training seminar for the FDOT which was presented to over 1500 State and local government personnel throughout Florida. His expertise was also critical the development of the Department's debris management plan, which was approved by FEMA on first submission. He performed final inspection and project closeouts on many large and complex FDOT FEMA projects and formulated FHWA Detailed Disaster Damage Reports on behalf of several local governments in Broward, Miami-Dade and Monroe Counties.

State Public Assistance Coordinator / Closeout Specialist

Mr. Schultz served as the State PAC for Lee County, Florida, where he coordinated with FEMA Project Closeout and Debris Specialists to prepare Final Inspection Reports and closeout version Project Worksheets for over twenty local governments and non-profit organizations. He reviewed hundreds of FEMA Project Worksheets, performed over fifty final inspections of large projects, wrote final inspection reports and closeout PW's, performed small project nettings and prepared several appeals. He was also called upon by the State of Florida Division of Emergency Management to serve on a special State Agency Closeout Mission tasked with coordinating with several State agencies to prepare FEMA project files and perform final inspections and closeouts on hundreds of large PW's.

Mr. Schultz holds a Master's Degree in Political Science and Public Administration from the University of Florida and has completed all course work and qualifying exams for the Ph.D.

In 2012, Witt O'Brien's mobilized 9 Project Managers to Hurricane Isaac debris monitoring projects in Louisiana, within 48 hours of notification. In Massachusetts, we activated 22 Project Managers within 72 hours of notification.

William Johnson

Project Manager / FEMA & FHWA Programs Consultant

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| Education, Certification, and Licenses: | <ul style="list-style-type: none"> • Master of Science, Engineering • Bachelor of Science, Engineering • Program on Negotiations – Senior Executives, Harvard • Leadership in Business, Kellogg School of Business • FEMA Certs: IS-100, IS-200, IS-253, IS-393, IS-547, IS-631, IS-632, IS-700, IS-800 |
| Employment: | <ul style="list-style-type: none"> • Manager, Consulting Services, O'Brien's Response Management Inc.: 2009 – Present • Lead Public Assistance Coordinator, Solid Resources Inc.: 2005-2009 • President, Odyssey Services: 2002 - 2005 • Streets Commissioner - City of Philadelphia: 2000 - 2002 • Director of Operations – Sony Development: 1998 – 2000 • Div. President & General Manager, Waste Management, Inc.: 1991 – 1998 • Project Management Director, Waste Management, Inc.: 1989 - 1991 • Project Engineer/Site Supervisor, CH2M Hill: 1986 - 1989 |
| Skills/Service: | <ul style="list-style-type: none"> • Policy and Regulatory Development • Logistics • Operations • Project Management • Business Management • Construction Management • Cost Estimating • Training Development/Delivery • FEMA Public Assistance • FHWA Emergency Relief • Debris Management • Preparedness Response Planning - ICS • Environmental Clean-up • Environmental Services • Hazard Mitigation |
| Experience: Disasters: 1539 Charley 1545 Frances 1551 Ivan 1561 Jeanne 1595 Dennis 1602 Katrina | <p>Overview</p> <p>Mr. Johnson is currently overseeing our State of New Jersey Disaster Management project, managing all aspects of our statewide disaster manager contract with the NJ Office of Emergency Management.</p> <p>Contract/Project Manager - Florida Department of Transportation</p> <p>William Johnson, Manager of Consulting Services for O'Brien's Response Management, Inc. has managed a team of 15 disaster response and recovery consultants in providing services under the FEMA Public Assistance and the FHWA Emergency Relief Programs. He has over 20 years' experience in the engineering, environmental services, construction, and disaster management fields. Mr. Johnson has achieved great success in providing emergency</p> |

3259 Rita
1609 Wilma
1679 Tornado
1680 Tornado
1785 TS Fay
3288 TS Fay
1969NCTornado

preparedness, response, and recovery services to State and Local Governments, including grants management, project development, appeals interagency negotiations, debris removal and monitoring, policy and procedure development, regulatory compliance review and development, hazard mitigation, eligibility determinations, DDIR support, documentation requirements, training, final inspections and closeouts. He has worked as Contract and Project Manager to the Florida Department of Transportation from 2004 – Present, and lead the recovery of an additional \$100M in federal funds for the Agency following the unprecedented 2004 and 2005 hurricane season.

As the head of a major municipal services operation, he managed all public works and engineering functions with a team of over 2,300 employees and an operating budget in excess of \$800M. As President of private business units, he secured and operated contracts for debris removal and recycling valued in excess of \$1.3B.

William has extensive environmental cleanup experience, having assisted in the design and implementation of the cleanup and remediation of contaminated soil, water, and air emissions at Superfund Sites in California, Oklahoma, Missouri, and Colorado. In addition, he was responsible for environmentally sensitive development projects throughout his career. In his progressive roles, he served as project engineer, site safety coordinator, field supervisor, project manager and project management coordinator for projects valued in excess of \$300M.

Valarie Philipp

FEMA Reimbursement Specialist / Training / Grants Management / Project Manager

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|---|--|
| Education, Certification, Training and Licenses: | <ul style="list-style-type: none"> • Master of Engineering, Structures • Bachelor of Science, Civil Engineering • Professional Engineer, State of Georgia • FEMA EMI Certificates: IS 100, IS 200, IS 631, IS 700, IS 800 • FEMA PA Cost Estimating Format • Member, American Society of Civil Engineers |
| Employment: | <ul style="list-style-type: none"> • O'Brien's Response Management Inc.: June 2006 – Present • ATCS, PLC, FEMA Technical Assistance Contractor, October 2004-June 2006 • Wiss, Janney, Elstner Assoc., Inc. (WJE), Structural Engineer, Project Manager, Construction Administration, November 1997- October 2004 |
| Skills/Services: | <ul style="list-style-type: none"> • FEMA Public Assistance Specialist • FHWA Emergency Relief Specialist • Emergency Management Training • Project Management • Structural Engineering • Forensic Investigations • Construction Administration • Cost Estimating |
| Experience: 6 years of Emergency Management Experience 7 years of Engineering Experience Disasters 1539 Charley 1545 Frances 1551 Ivan 1561 Jeanne 1595 Dennis 1595 Katrina 3259 TS Rita | <p>Long-term Disaster Recovery and Emergency Management – O'Brien's Response Management – Miami, Florida</p> <p>Ms. Philipp is one of our most accomplished FEMA program analysts and currently serves as a Manager in the Government Services Division of O'Brien's Response Management. She recently served as a Public Assistance Coordinator for the Florida Department of Transportation assisting with final inspections, appeals, grant reimbursement and DDIR preparation. She also represented the State of Florida DEM in Miami-Dade County for Public Assistance program activities for six disaster declarations which included 218 municipal and PNP Applicants with disaster funding needs totaling over \$560,000,000.00. In addition, Ms. Philipp assisted with the development of FEMA Public Assistance and FHWA Emergency Relief training materials for FDOT and Local Applicants, resulting in training over 2,000 local government representatives.</p> <p>FEMA Public Assistance Consultant – ATCS, PLC – South Florida</p> <p>As a FEMA Technical Assistance Contractor, Ms. Philipp performed building damage assessments, prepared cost estimates, wrote Project Worksheets and managed Building Assessment Team members for disaster declarations 1545 and 1561 in Palm Beach County. She also assisted Applicants in Miami-Dade</p> |

1609 Wilma
1785 TS Fay

and Broward Counties for disaster declaration 1602 with debris removal project eligibility and funding obligation and managed debris specialists.

Project Manager / Project Engineer – WJE – Atlanta, Georgia

Ms. Philipp served as a structural engineer performing general condition surveys and forensic evaluations of various types of structures such as low-rise and high-rise facilities, parking structures, bridges, retaining walls, storm sewer and residential facilities. She investigated and performed structural analysis on structural materials such as masonry, cast-in-place, post-tensioned and precast concrete, steel and stucco, EIFS and stone cladding. Prepared construction documents and project specifications. Performed construction observation and administration services. Assisted in litigation support by providing extensive organized documentation and preparation of visual presentations for mediation. Traveled extensively for work within the United States.

Freddie Gardner

Debris Specialist

Freddie Gardner is a Senior Disaster Recovery Specialist who has more than 40 years of experience in emergency response and long-term recovery, with a strong emphasis on debris management and Public Assistance program management. During that time, he held various roles for the State of Louisiana. He worked for the Louisiana Department of Transportation (DOTD) from 1966 to March of 2006, building up his significant experience in construction projects, contract coordination, and debris management, among others.

During his time with Witt Associates, Mr. Gardner has been a Statewide Operations Manager for Debris in the aftermath of Hurricanes Katrina and Rita; a Project Officer for the Commonwealth of Virginia; a State Public Assistance Coordinator for the Commonwealth of Virginia; and a Statewide Operations Manager for Debris for recovery from Hurricanes Gustav and Ike.

During four decades working for the Louisiana Department of Transportation, Mr. Gardner developed the skills that make him so valuable today. From 1966-1978, he was Field Inspector for construction projects on I-55 and I-12; from 1978-1986, he was Landscape Architect for Section Headquarters in Baton Rouge, Louisiana, where he was responsible for plan preparation, field inspections, and contract coordination for the rest area program for the Louisiana Department of Transportation and Development.

Mr. Gardner has also been a Program Manager for Maintenance Operations at DOTD Headquarters, where he collected and analyzed data from field operations to verify or recommend changes to the current methods and procedures. He also served as Headquarters Program Manager for Maintenance Operations and DOTD Statewide Debris Manager. He developed proposals for the removal, by contract, of debris from DOTD rights of way as a result of Hurricanes Katrina and Rita; coordinated with the District Maintenance Engineers in several districts for the removal of hurricane-related debris from DOTD rights of way using in house forces, and was responsible for the coordination and implementation of all debris removal as a result of Hurricanes Katrina and Rita, on all federal and non-federal State maintained rights of way; and acted as the Point of Contact for DOTD in all matters relating to the disposal of hurricane-related debris from DOTD rights of way.

Freddie Gardner is NIMS compliant and has completed the Debris Management Course at FEMA's Emergency Management Institute in Emmitsburg, Maryland.

Charles W. Bryant

Debris Operations Coordinator

Summary of Qualifications and Skills

Charles Bryant is a highly skilled and sought after Debris Specialist and Emergency Response Specialist. His extensive experience includes leading debris management operations in response to Hurricanes Katrina and Rita in Louisiana and Hurricanes Gustav and Ike; he is an adjunct instructor for the National Emergency Response and Rescue Training Center, a division of Texas A&M University; he served as Fire Chief for the City of Sulphur, Louisiana; and he operates his own company, C. Bryant, Inc., an emergency management consulting company.

State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness, 2005-2007; 2007-ongoing

- In his capacity as Witt O'Brien's Deputy Debris Manager for the State of Louisiana for Hurricanes Gustav and Ike, Mr. Bryant oversees response and coordination of debris operations for the State of Louisiana and affected applicants. From December 06 to April 07, he served as the Deputy Manager for Debris Operations, with responsibilities for overall coordination of debris operations for the State of Louisiana.
- Before that, Mr. Bryant served as Planning Manager for Public Assistance Debris Operations for the State of Louisiana from October 2005 to November 2006 in the aftermath and recovery from the devastation of Hurricanes Katrina and Rita, where he had primary responsibility of planning, development, and coordination of Private Property Debris Removal and Structural Demolition activities. He provided services of development, planning strategies, and operational objectives as they relate to debris removal, with liaison support to all federal, state and local partners.

Education

Louisiana State University at Eunice, LA Associate Fire Science Degree

Lynne Storz

Project Manager / Planning / Training / FEMA & FHWA Reimbursement Specialist

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|--|--|
| Education, Certification, Training and Licenses: | <ul style="list-style-type: none"> • Masters, Urban and Regional Planning • Bachelor of Science, Sociology • FEMA EMI Certificates: IS 1, IS 3, IS 26, IS 100, IS 130, IS 200, IS 253, IS 393, IS 403, IS 547, IS 548, IS 559, IS 630, IS 631, IS 632, IS 700, IS 800, IS 801-814, G 318 - Hazard Mitigation • NIMS ICS 300 Intermediate ICS for Expanding Incidents • NIMS ICS 400 Advanced ICS |
| Employment: | <ul style="list-style-type: none"> • Consultant, O'Brien's Response Management, Inc.: 2011 – Present • Project Manager, Solid Resources, Inc., 2004-2009 • Management Coordinator, Washington County, Oregon 1991-2002 • Independent Consultant 2002-2004, 2009-2010 |
| Skills/Services: | <ul style="list-style-type: none"> • FEMA Public Assistance Specialist • FHWA Emergency Relief Specialist • Training Development / Delivery • Project Management • Debris Management / Planning • Policy and Regulatory Development • Integrated Solid Waste Management |
| Experience: 8 years of Emergency Management Experience 15 years of Solid Waste Management Experience Disasters: 1099 Oregon Floods 1539 Charley 1545 Frances 1551 Ivan 1561 Jeanne | <p>Ms. Storz recently served as Project Manager for our debris monitoring operation in Lafourche Parish, Louisiana, for its Hurricane Isaac recovery efforts and is currently assisting multiple clients in New Jersey as they recovery from Hurricane Sandy.</p> <p>Ms. Storz has eight years' experience in emergency management, debris operations, planning, and technical assistance to local government. Her previous experience includes 15 years in the field of integrated solid waste management. Her experience in emergency management includes project management of hurricane debris operations, statewide planning and training, preliminary damage assessments, and federal disaster recovery grant programs.</p> <p>O'Brien's Response Management Inc., Ft. Lauderdale FL- Sr. Consultant / Project Manager</p> <p>Long-term disaster recovery, emergency management and planning. Providing technical assistance and planning to local governments in the areas of FEMA Public Assistance and FHWA Emergency Relief programs. In this role she has served as Public Assistance Coordinator for the Florida Dept. of Transportation (FDOT), assisting with project closeout, appeals, project worksheet formulation,</p> |

1595 Dennis
1595 Katrina
3259 TS Rita
1609 Wilma
3293 Ike
1785 Gustav
1785 TS Fay
1969 Tornado
4021 Irene NJ
4051 MA Snow
4080 Isaac

and grant reimbursement contributing in an aggregate increase of \$100 million to the client. She assisted over 80 local governments with their DDIR documentation preparation for FHWA reimbursement. Ms. Storz managed the development of FDOT's Statewide Debris Management Plan approved by FEMA Region IV. Subsequently, she developed seven District Debris Operations Plans, as well as the development and delivery of training on Plan implementation. Ms. Storz assisted in the development of FEMA PA and FHWA ER training and delivered training to over 2,000 local government personnel in Florida. Recent deployments include State of New Jersey Hurricane Irene-performing preliminary damage assessments and City of Fayetteville NC Tornado-project worksheet formulation.

Solid Resources, Inc., Miami FL – Project Manager Debris Operations

Ms. Storz served as Project Manager providing pre and post disaster hurricane debris recovery services in Florida, having managed over 500 field staff during 3 federally declared disasters. Ms. Storz liaised with County officials, FEMA, and the private sector contractors during various deployments.

Washington County, Oregon, Hillsboro OR – Solid Waste Mgt. Coordinator

Ms. Storz managed an 11 city recycling program, developed and implemented waste reduction, curbside, yard debris, multi-family, and commercial recycling programs for 400,000+ residents. Her areas of expertise include program administration/management, program planning, facility capacity (landfill / materials recovery) planning, public policy development, program development and implementation, ordinance development, rate regulation, and franchise negotiation.

Bryan Jansen

Project Management / Operations Coordinator / Truck Certifications

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| <p>Education, Certification, Training and Licenses:</p> | <ul style="list-style-type: none"> Specialized Training: Preliminary Damage Assessments, Debris Management, FEMA Public Assistance Operations I, FEMA Project Final Inspections and Closeouts FEMA Emergency Management Institute Certificates: IS-001, IS-007, IS-100, IS-200, IS-0003, IS-240, IS-00005, IS-00253, IS-00253, IS-00292, IS-00301, IS-00340, IS-00393.A, IS-630, IS-631, IS-632, IS-00800.A, IS-242, IS-324, IS-055 |
| <p>Relevant Employment:</p> | <ul style="list-style-type: none"> O'Brien's Response Management: June 2010 - Present Solid Resources Inc. – August 2004 – July 2009 |
| <p>Skills/Services:</p> | <ul style="list-style-type: none"> FEMA Public Assistance Debris Management and Operations Debris Contract Monitoring Federal Program Compliance FHWA ER Program Support Project Management Training Development Client Relations |
| <p>Experience: Seven years of disaster recovery, FEMA Public Assistance Program and debris management experience</p> <p>Disasters</p> <p>1539 TS Bonnie</p> <p>1539 Charley</p> <p>1786 Gustav</p> <p>1545 Frances</p> <p>1551 Ivan</p> | <p>Overview</p> <p>Most recently, Mr. Jansen has been serving as a State of Florida Public Assistance Coordinator, assisting several local governments with their FEMA project closeouts.</p> <p>Mr. Jansen has extensive experience managing all aspects of disaster recovery and federal funding programs. He has served as a State Public Assistant Coordinator in Florida, tasked with reviewing all contracts and project cost documentation relating to FEMA Project Worksheets. He has extensive experience with disaster debris monitoring requirements and managing teams of disaster debris monitors. Most recently he served as Project Manager for several monitoring projects in Massachusetts, and acted as State Lead overseeing O'Brien's recovery personnel for the Deepwater Horizon disaster in Bay County, FL, as well as Harrison and Hancock Counties in Mississippi. Previously Mr. Jansen worked for Ashbritt Environmental as a Right Of Entry Supervisor during 2006, overseeing 60 crews for demolition and private property debris removal for the citizens of Hancock County, MS.</p> <p>Disaster Debris Contract Monitoring Experience</p> <p>Mr. Jansen has valuable experience in the management and operations of debris monitoring projects. During the devastating 2004 and 2005 storm seasons, he assisted Charlotte, Lee and Seminole Counties, Florida with the</p> |

1561 Jeanne
1595 Katrina
1609 Wilma
1785 TS Fay
1818 KY Storm
1819 AR Storm
1735 OK Storm
4051 MA Storm

monitoring of major (over 500 thousand cubic yards each) debris removal projects for Hurricanes Charlie, Frances, Jeanne and Wilma. He provided consultation and technical advice to County officials regarding compliance with FEMA regulations, debris eligibility in major debris projects and served as Operations Supervisor, overseeing Solid Resources/O'Brien's debris monitoring staff and ensuring project quality control.

State Public Assistance Coordinator / Debris Specialist

Mr. Jansen served as a State of Florida Public Assistance Coordinator (PAC) and Debris Specialist on the State Debris Team in Lee County. He consulted directly with local government on debris removal and other recovery issues, reviewed FEMA Project Worksheets and assisted in the determination of recovery expenditures eligible for federal reimbursement. He also coordinated with FEMA on Project Closeouts and prepared Joint Task Closeout reports and closeout version Project Worksheets for many local governments in Lee County.

Why Choose Witt O'Brien's?

Dedicated disaster management firm with ten offices and over 250 full-time, experienced personnel

Over 1,000 network employees ready to deploy to disaster zones on short notice

Over \$8 Billion in FEMA grants managed for over 1000 PA Applicants

Over 33 Million cubic yards of storm debris successfully monitored

Never failed to respond to a client or complete a contract

Financially sound

Vanessa Gatto

Billing & Invoices / Office Management / Data Management / Administrative

| | |
|---|--|
| Education, Certification, Training and Licenses: | <ul style="list-style-type: none"> • FEMA Certificates: IS 001, IS 100, IS 200, IS 208, IS 230, IS 250, IS 292, IS 393A, IS 546, IS 547, IS 630, IS 631, IS 632, IS 700, IS 800, IS 235, IS 240, IS 775, IS 241, IS 242, IS 244, IS 139, IS 120.a, IS 702, IS 703, IS 1900 • FEMA Certificate of Achievement – Professional Development Series. • Certified in ADP payroll processing • Certified in Department of Homeland Security in the E-verify system. • Certificate in Advanced Microsoft Excel Course • Completed several college courses in Business Management |
| Relevant Employment: | <ul style="list-style-type: none"> • O'Brien's Response Management: 2011 – Present • Solid Resources Inc. – Senior Office Manager – 2005-9 |
| Skills/Services: | <ul style="list-style-type: none"> <li style="width: 50%;">• Budget and Invoice Analyst <li style="width: 50%;">• FEMA Documentation Compliance <li style="width: 50%;">• Data Management <li style="width: 50%;">• Recruiting and Hiring <li style="width: 50%;">• Office Management <li style="width: 50%;">• E-Verify Technician <li style="width: 50%;">• Payroll Management <li style="width: 50%;">• Human Resources |
| <p>Disasters</p> <p>1539 Charley 1551 Ivan 1602 Katrina 1609 Wilma 1679 Storm 1735 Storms 1791 Ike 1792 Ike 1795 Fay 1806 Gustav 1761 Storms 1818 Storm 3222 Irene 4051 Storm 4080 Isaac</p> | <p>Summary</p> <p>Ms. Gatto recently served as human resource coordinator and data manager over seven debris monitoring projects in Louisiana after Hurricane Isaac and is currently engaged in a similar role, overseeing five debris monitoring projects in New Jersey for Hurricane Sandy recovery efforts.</p> <p>Ms. Gatto is a Senior Office Manager with extensive experience in the Emergency Management field. She is knowledgeable of federal, state, and local regulations pertaining to the billing and reimbursement of FEMA funding to local and state governments and has an extensive background in data management, human resources, payroll, contract management, budgeting, billing and FEMA guidelines. She is also experienced in proposal writing, hiring, and deployment of staff to regions affected by natural disasters. Certified Notary Public in the State of Florida. Highly proficient in Microsoft Word, Excel, Access and Power point.</p> <p>Human Resources/Payroll/Billing & Invoice Analyst/ Data Manager</p> <p>November 2011 thru present – Springfield, MA Snow Disaster Projects</p> <ul style="list-style-type: none"> • Hired in excess of 700 local hires to the Springfield Massachusetts area for debris monitoring projects with 20 cities and towns |

- Managed payroll for all local hires on 20 projects
- Acted as Data Manager and reconciled debris data base for load tickets between monitoring firm and hauling company for 20 separate debris monitoring projects.
- Assisted with gathering documentation for clients to assist with FEMA reimbursements

New Jersey Disaster Response Consultant

August & September 2011- Trenton, New Jersey State PDA's

Ms. Gatto was deployed to New Jersey after Hurricane Irene to initiate Preliminary Damage Assessments with O'Brien's team of Public Assistance consultants. She worked in the field with NJ and FEMA PA staff and attended joint meetings with State and FEMA officials.

Data Manager – Hurricane Charley – Lee County, FL – 2004

Supervised staff of load ticket data entry personnel, managed data base, produced daily metrics reports and performed contractor invoice reconciliations.

Senior Corporate Office Manager - Solid Resources/O'Brien's

- Managed revenue in excess of 26 Million per year.
- Managed payroll in excess of 10 Million per year.
- Managed corporate fees in excess of 3 Million per year.
- Employed in excess of 2800 employees and contractors for disaster related projects.
- Responsible for obtaining occupational and state licensing nationally.
- Responsible for obtaining Certificate of Insurance for each contract awarded.
- Managed all incoming contracts and outgoing proposals.
- Assisted both our Public Assistant and Debris Monitoring teams in all aspects in numerous states.
- In charge of national advertising for recruiting for job openings.
- Revised debris load tickets to conform to new Federal requirements.
- Responsible for setting up and maintaining company database as new projects and changes are needed.
- Administer company e-mail accounts and passwords.
- Reported directly to the President of the company and worked alongside the Vice-Presidents.
- Prepared all State of Florida expense vouchers for reimbursement.
- Very experienced in State and Federal reimbursement procedures and policies.

Gautam Agrawala

Environmental Compliance & Permits / Site Soil Testing

**Education,
Certification,
Training and
Licenses:**

- Doctorate of Philosophy (Ph.D.) in Environmental Science and Engineering
- Master of Science in Environmental Engineering
- Bachelor of Science in Environmental Engineering.
- Registered Professional Engineer in TX (PE# 101909)

Employment:

- O'Brien's Response Management, Project Engineer

Experience:

Dr. Agrawala has more than 12 years of experience and is a Project Engineer with O'Brien's Response Management where he works on a variety of environmental projects for private and public entities, such as municipal water supply and industrial wastewater treatment systems; recycling and reclamation processes; hazardous waste management studies; and consults on various construction projects and environmental, design, health and safety planning and compliance projects. His educational background includes a Doctorate of Philosophy (Ph.D.) in Environmental Science and Engineering, Master of Science in Environmental Engineering and a Bachelor of Science in Environmental Engineering. Before joining O'Brien's he worked as a senior environmental permitting engineer with an Environmental Consulting Firm out of Houston, TX.

He has a multimedia permitting background ranging from air, water, wastewater, solid and hazardous waste, OPA 90 and has conducted several remediation projects, including design and compliance of landfills. Dr. Agrawala has several publications in hydrology and actively pursues his research interests in the groundwater and aquifer systems. His other research interests lie in air quality efforts using digital image processing, groundwater chemistry, multivariate statistics and numerical simulation.

Witt O'Brien's maintains 4 Mobile Command Units, ready to deploy on short notice to disaster areas. This ensures that our management teams can initiate our monitoring operations immediately upon arrival, autonomously and without the need for office facilities or utilities for extended periods of time.



John Lloyd

Operations Coordinator / Lead Field Supervisor / Truck Certifications

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|--|--|
| Education, Certification, Training and Licenses: | <ul style="list-style-type: none"> • FEMA Certificates ICS-100, ICS-100, IS-632, IS-00907 • US Army Inspector General Course • US Army Advanced Non Commissioned Officer Academy • US Army Drill Sergeant School • Army Air Assault Course • Army Airborne Course • Norfolk Police Academy |
| Relevant Employment: | <ul style="list-style-type: none"> • O'Brien's Response Management: June 2010 - Present • US Army Office of The Inspector General: March 2001- November 2006 • Police Officer, City of Norfolk Virginia: June 1982- October 1993 |
| Skills/Services: | <ul style="list-style-type: none"> • Deputy Project Manager • Operations Coordinator • Field Supervisor • Assistant Inspector General • Leadership • Communication Skills • Investigative Experience • Senior Operations NCO |
| Disasters MC 252 Response KY 1818 Ice Storm MA 034 Tornado Springfield, MA Springfield MA, Snowstorm Disaster | <p>Massachusetts Snow Storm Projects</p> <p>On O'Brien's recent debris monitoring projects in Massachusetts, Mr. Lloyd served as Operations Coordinator and Deputy Project Manager, whose duties involved planning and coordinating all aspects of the City of Springfield operation, such as coordinating with the client, FEMA and the contractor, providing quality assurance, materials management and inventory control, scheduling, and monitor operational planning. He implemented and managed many resources, objectives and strategies, set goals, schedules and guidelines and developed solutions for operational problems. As the Deputy Manager he was also responsible for training new hires and resolving issues with the client.</p> <p>Massachusetts Tornado Projects</p> <p>As a Field Supervisor during the Springfield Massachusetts Tornado Response, he scheduled and deployed the loading and tower/site debris monitors and oversaw their daily activities at loading sites and disposal and staging sites. Mr. Lloyd resolved field operational, eligibility, and safety issues, and communicated these issues to the client. He also communicated and coordinated daily activities with FEMA, State, and applicant field personnel. I was also responsible to conduct and/ or oversee truck certifications, load measurements, and photo documentation as required. He</p> |

collected daily logs from the debris monitors and tabulated truck load data for the daily report.

Deepwater Horizon Project

He Served as a Field Accounting Supervisor during the BP Deepwater Horizon response. Primary duties were to capture an accurate representation of all contractors and sub contractors' activities within the area of operation. He Performed contractor daily billing report line by line analysis to confirm the accuracy of charges relating to personnel and equipment. He Served the client to ensure all charges are valid based on operational requirements by inventory and observation. He Communicated effectively in both written and verbal manner to the client, contractors and subordinates alike. He Managed and executed projects effectively through allocated resources.

Summary:

Mr. Lloyd has over 30 years' experience supervising, training and motivating people in the conduct of military and law enforcement operations. His success is documented as a team builder and problem solver in any endeavor where time management, dependability and innovation are needed. He is also a Veteran of Operation Iraqi Freedom, and a retired U.S. Army Master Sergeant who can accomplish any assigned task with minimal or no supervision.

Mark Davey

Operations Coordinator / Safety Manager / Lead Supervisor

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|--|---|--|---|
| Education, Certification, Training and Licenses: | <ul style="list-style-type: none"> • Army Counter Improvised Explosive Device Planner Course • Counter Intelligence Analyst Course • First Sergeant Course • Observer/Controller/Trainer Certification Course • Army Pathfinder Course (Honor Graduate) • Advanced Non-Commissioned Officer Course (Honor Graduate) • Army Drill Sergeant Academy (Leadership Award Winner) • Nuclear, Biological, Chemical Course (Honor Graduate) • Army Sniper Course | | |
| Relevant Employment: | <ul style="list-style-type: none"> • O'Brien's Response Management: 2011 – Present • United State Army: 1991-2011 | | |
| Skills/Services: | <table border="0"> <tr> <td> <ul style="list-style-type: none"> • Training Development and Implementation • Disaster Response Manager • Safety / Risk Management </td> <td> <ul style="list-style-type: none"> • Disaster Recovery Operations • Quality Assurance • Recruiting and Hiring • Conflict Resolution </td> </tr> </table> | <ul style="list-style-type: none"> • Training Development and Implementation • Disaster Response Manager • Safety / Risk Management | <ul style="list-style-type: none"> • Disaster Recovery Operations • Quality Assurance • Recruiting and Hiring • Conflict Resolution |
| <ul style="list-style-type: none"> • Training Development and Implementation • Disaster Response Manager • Safety / Risk Management | <ul style="list-style-type: none"> • Disaster Recovery Operations • Quality Assurance • Recruiting and Hiring • Conflict Resolution | | |
| Disasters 4051 MA Snow Storm | <p>SUMMARY OF EXPERIENCE</p> <p>Most recently served on O'Brien's Massachusetts debris monitoring projects as Operations Coordinator. Mature, results-driven, dedicated leader with over 20 years' experience in management, human resources, and leading diverse staff to accomplish individual and team-oriented goals. Experienced in supervising large groups of Soldiers consistently forming them into highly efficient and effective teams. Deployed and conducted combat operations, and redeployed a Scout platoon to Iraq, a Light Infantry Company To Afghanistan, and a Special Troops Battalion to Afghanistan.</p> <p>Operations Coordinator, Disaster Debris Monitoring Springfield, Massachusetts Snowstorm Debris Monitoring Project 2011</p> <ul style="list-style-type: none"> • Responsible for the coordination of damage assessments • Managed and coordinated all field operations • Coordinated with the client and contractors for debris prioritization and clearance push • Managed the truck certification program • Responsible for coordinating FHWA cost segregation program • Implementation of quality control systems • Managed the training of all hired field monitors • Liaison with the debris removal contractors and attended daily meetings with the client and contractors | | |

Operations Sergeant Major, Special Troops Battalion

Fort Campbell, KY & Southeast Afghanistan
4th Brigade Special Troops Battalion, 101st Airborne Division
Responsible the day-to-day operations of the Battalion's Tactical Operations Center; assisted in directing, coordinating, and preparing 445 soldiers and \$3.5M equipment; primary liaison between Paktika Provincial Governor and Coalition Forces.

First Sergeant, Light Infantry Company

Fort Campbell, KY & Southeast Afghanistan – 2009-11
2-506 Infantry, 4th Brigade Combat Team, 101st Airborne Division
Responsible for the accountability, training, performance, and welfare of 108 soldiers; provided planning, coordination, and execution of all logistics, readiness, promotions, and resource management activities that support the company's mission.

First Sergeant, Operations Group

Fort Irwin, CA
US Army National Training Center 2006-2008
Responsible for training, welfare, and discipline of the Army's largest company of 700+ soldiers and over \$1M in equipment; served as liaison between 14 observer/controller teams, all post command agencies, and adjacent units.

Brigade Combat Team Observer/Controller/Trainer

US Army National Training Center – Fort Irwin CA – 2004-2006
Responsible for teaching, coaching, and mentoring senior leadership at the Brigade-level; assisted officers and combat teams to increase training readiness; responsible for assessing and evaluating senior staff combat planning and execution.

Platoon Sergeant, Scout Platoon

Fort Riley, KS and Bagdad, Iraq – 2002-2004; Riley, KS and Bagdad, Iraq
1-13 Armor, 3rd Brigade Combat Team, 1st Armored Division
Led and trained a platoon to go to war by developing essential soldier, team, and platoon skills; supervised 30-soldiers; planned and executed all battalion reconnaissance, intelligence, and security operations for an Armor Task Force.

Jeff Allison

Project Manager / Operations Coordinator / Safety Manager

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| Education, Certification, Training and Licenses: | <ul style="list-style-type: none"> • Tulsa Community College , Tulsa, OK - 1997 Associate of Arts – Liberal Arts • Oklahoma State University – Tulsa - Management Information Systems • FEMA Certifications: ICS-100, ICS-200, ICS-700, ICS-800 |
| Employment: | <ul style="list-style-type: none"> • O'Brien's Response Management: 2011 – Present |
| Skills/Services: | <ul style="list-style-type: none"> • Project Management • Database Management • FEMA Debris Operations • Debris Contract Monitoring • Client Relations • Deployment Coordination |
| Disasters 4051 MA Snow Storm 4080 LA Hurricane Issac | <p>Summary</p> <p>Mr. Allison recently served as Project Manager over two debris monitoring projects in Louisiana for Hurricane Isaac and is currently working in New Jersey in a similar capacity for Hurricane Sandy recovery.</p> <p>Mr. Allison has worked on several debris monitoring projects for O'Brien's, including in Tulsa, Oklahoma in response to severe winter storms and most recently in Massachusetts on debris monitoring projects related to an severe early winter storm, where he served as Project Manager and Data Manager</p> <p>Project Manager, Data Manager, Field Supervisor</p> <ul style="list-style-type: none"> • Managed and participated in many disaster response operations for debris monitoring projects, ensuring FEMA guidelines were followed on multi-million dollar Federal disaster recovery projects, including these: Tulsa, OK; Bibb County, GA; Louisiana Department of Transportation and Development; Conroe, TX; Rogers, AR; Fayetteville, AR; The Kentucky Transportation Cabinet and State of Massachusetts • Directly managed 30 personnel and indirectly managed contractor crews and billing of more than 15,000 personnel and over 2,000 pieces of equipment throughout FL, AL, MS and LA during the BP Deepwater Horizon oil spill response in the Gulf of Mexico • Coordinated deployment of staff and equipment • Organized and coordinated disaster response contractor crews • Hire and train staff of up to 30 Field Supervisors and up to 300 Field Monitors upon activation with as little as 2 days' notice • Ensure accuracy of documentation, resulting in smooth and efficient project close-out and demobilization |

John LaCaze Jr.

GIS Analyst / Mapping

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| Education, Certification, Training and Licenses: | <ul style="list-style-type: none"> • BS Geology, West Virginia University, 1976 • MS Geology, West Virginia University, 1978 • ESRI – SDE System Administration • ESRI – ArcIMS • MPD – Mastering VB 6.0 • Oracle – Oracle Spatial • Sun – System Administration |
| Employment: | <ul style="list-style-type: none"> • O'Brien's Response Management, Project Engineer |
| Skills and Services: | <ul style="list-style-type: none"> • Spatial Database Design • Spatial Application Design • GIS Integration • Environmental Planning • Emergency Response • Transportation • Military Cartographic Production • GIS Systems Design |
| Experience: Twenty two years GIS | <p>Mr. LaCaze has 22 years of experience in the development and implementation of large-scale spatial applications utilizing commercial (ESRI, MapInfo), as well as proprietary (DoD), Geographic Information Systems. He has performed at the technical (e.g. staff programming, lead programmer), business development, as well as project management level in various application development efforts. His experience focuses primarily on transportation and transit planning, environmental planning, emergency response, military digital cartographic products, and both upstream and downstream sectors of the petroleum industry.</p> <p>St Bernard & Jefferson Parishes, La., Hurricane Response</p> <p>As GIS Manager/Project Manager for Barowka & Bonura Engineers & Consultants LLC, Mr. LaCaze was responsible for GIS Support to St Bernard and Jefferson Parishes, La. Post Hurricane Katrina. The project initially focused on the development of GIS products to support emergency response personnel working in conjunction with local, state, federal, and international agencies. Following the initial response, the project focused on the development of databases of all impacted properties and their owners, all parish infrastructures, and environmentally impacted areas. These spatial databases were key in tracking cleanup and rebuilding.</p> |

Section C: Past Performance

Witt O'Brien's is a highly experienced and knowledgeable firm with a proud history of assisting many local governments and state agencies with disaster recovery challenges and a demonstrable record of successfully completing many large and complex debris monitoring projects. We consistently receive accolades from our clients attesting to the professional manner in which Witt O'Brien's facilitated the efficient, safe and FEMA-compliant completion of their disaster debris removal projects by providing expert monitoring services.

Below are brief descriptions of some of our recent and major projects for services performed which are similar in scope to those requested here. On these projects Witt O'Brien's provided comprehensive, FEMA-compliant monitoring which entailed a full spectrum of services, including on most:

| | |
|---|---|
| Project management and coordination | Debris estimations |
| Prioritization of clearance efforts | Project scheduling |
| FHWA cost segregation | ROW collection monitors |
| Debris site monitors | Roving monitors |
| Data entry and management | Truck measurement and certification |
| GPS locating of debris | Digital photographs of debris |
| Daily status reports | Field supervisors |
| Invoice reconciliation | FEMA compliance assurance |
| Quality Assurance and Control | FEMA Project Worksheet development |
| DMS oversight and environmental permitting | Stump, Leaning Tree and Hanging Limb documentation |
| Waterborne debris removal | Multijurisdictional coordination |
| Hazardous Waste Management | Environmental compliance assurance |
| Debris final disposition confirmation | Documentation of removal costs |
| Public Information support | Final After Action reports |

Witt O'Brien's Debris Management Site Tower Monitors inspect and quantify truckloads of debris in Massachusetts after a severe early snow storm in 2011.



Summaries of Completed Projects

Louisiana – 2012 – Hurricane Isaac

Well before Category 1 Hurricane Isaac (FEMA-4080-DR) struck the State of Louisiana in August of 2012, Witt O'Brien's had prepositioned personnel and equipment just outside of the region which was anticipated to be most affected. Our initial response team, which consisted of our Vice President of Debris Services, a Senior Project Manager, Project Managers for each client, Data Managers and administrative staff, was on the ground with two Mobile Command Units and ready to commence preliminary damage assessments within hours of the "all clear." Within just a few days, we had hired and trained local residents to fill monitoring positions and had fully staffed several projects.

Witt O'Brien's is currently either closing out or just completing professional disaster debris monitoring and FEMA Public Assistance consulting projects with these local governments (figures are preliminary):

Louisiana Hurricane Isaac Project Summaries

| Client | Tickets | CY's | Removal Costs |
|---------------------------|--------------|----------------|-----------------------|
| St. Bernard Parish | 1,867 | 25,660 | \$316,906.05 |
| Livingston Parish | 402 | 15,155 | \$173,525.32 |
| Lafourche Parish | 2,203 | 107,278 | \$880,839.95 |
| City of Slidell | 1,069 | 22,449 | \$320,283.32 |
| City of Mandeville | 289 | 11,000 | \$98,000.00 |
| City of Central | 599 | 26,508 | \$177,783.63 |
| City of Thibodaux | 396 | 22,026 | \$155,597.57 |
| Totals | 6,825 | 230,076 | \$2,122,935.84 |

On each of these projects, our debris management and monitoring specialist worked to ensure that FEMA, state and local requirements were adhered to by the debris removal contractors and that all work was performed efficiently, safely and in compliance with environmental regulations. All projects involved Right of Way debris removal and several had waterway other special debris issues.

In St. Bernard Parish, our crews are still monitoring and managing private property debris removal programs involving Right of Entry and Hold Harmless agreements with residents, and some home demolitions.

Massachusetts – 2011 – Severe Snow Storm (FEMA DR-4051)

Witt O'Brien's is completing final data analysis and invoice reconciliation on twenty debris monitoring projects in Western Massachusetts in response to severe fall snow storms which generated large quantities of widely-spread vegetative debris. We operated under our state-wide contract with the Massachusetts Emergency Management Agency, which allows local government agencies to enter into cooperative purchasing contracts with Witt O'Brien's without delay after a disaster event occurs. At the peak of operations, Witt O'Brien's deployed over 700 personnel in twenty separate cities and towns in Western Massachusetts, to provide debris monitoring and FEMA program support services, with a total of over 1.7 Million cubic yards of debris removed, including over 96,000 hazardous hanging tree limbs and 4,000 leaning trees, each of which required a photograph, GPS coordinates and a separate load ticket. Our services to all of these clients were comprehensive – from clearance support, truck measurements, collection and site monitoring to invoice reconciliation, site closeouts and final cost documentation for FEMA.

Massachusetts Winter Storm Project Summaries

| City / Town | Tickets | CY | Hangers | Leaners | Removal Costs |
|-------------------------|---------------|------------------|---------------|--------------|-------------------------|
| Agawam | 3,810 | 160,994 | 2,542 | 62 | \$ 5,522,774.00 |
| Chicopee | 3,442 | 155,879 | 1,651 | 3 | \$ 5,155,949.00 |
| Holland | 330 | 14,823 | 2,835 | 33 | \$ 1,031,643.00 |
| Holyoke | 1,919 | 81,508 | 4,936 | 373 | \$ 3,707,473.00 |
| Lancaster | 450 | 16,924 | 1,159 | 64 | \$ 788,089.00 |
| Longmeadow | 6,859 | 287,746 | 9,479 | 1,146 | \$ 11,438,941.00 |
| Ludlow | 2,365 | 84,733 | 2,886 | 61 | \$ 3,225,178.00 |
| Lunenburg | 446 | 19,382 | 146 | 0 | \$ 629,312.00 |
| Monson | 743 | 34,227 | 6,635 | 593 | \$ 2,701,767.00 |
| Northborough | 61 | 2,498 | 940 | 27 | \$ 276,533.00 |
| Palmer | 1,160 | 52,931 | 2,800 | 109 | \$ 2,250,626.00 |
| Southwick | 920 | 42,304 | 1,896 | 113 | \$ 1,747,249.00 |
| Springfield | 13,314 | 516,024 | 40,620 | 1,090 | \$ 24,555,294.00 |
| Sturbridge | 458 | 19,178 | 4,039 | 79 | \$ 1,428,338.00 |
| Townsend | 0 | 0 | 314 | 0 | \$ 61,230.00 |
| Wales | 62 | 3,013 | 861 | 0 | \$ 261,298.00 |
| Ware | 621 | 26,983 | 0 | 0 | \$ 836,473.00 |
| Warren | 67 | 2,886 | 1,626 | 0 | \$ 406,536.00 |
| West Springfield | 2,378 | 97,104 | 5,650 | 3 | \$ 4,113,729.00 |
| Wilbraham | 2,387 | 107,283 | 5,681 | 337 | \$ 4,630,713.00 |
| Totals | 41,792 | 1,726,420 | 96,696 | 4,093 | \$ 74,769,145.00 |

Federal Reimbursements: We anticipate that these projects will receive full reimbursement of all eligible debris removal and monitoring costs. Total costs for all of these projects amount to over \$80 million and Witt O'Brien's is currently working with these clients to ensure all claims are submitted to FEMA and FHWA by preparing Project Worksheets and DDIRs, consulting with FEMA on the clients' behalf and reconciling invoice discrepancies with the haulers.

State of Massachusetts - 2011 - Tornados (FEMA DR-1994)

On June 1st, 2011 multiple tornados struck several counties in Central Massachusetts threatening lives, damaging homes, destroying property and creating all types of storm debris. Witt O'Brien's State-wide debris monitoring contract was activated by the Massachusetts Emergency Management Agency, allowing local governments to access our services. Our project management team coordinated with several agencies at the State EOC to initiate response and recovery operations, including MEMA, MDEP and MDOT, to ensure that proper procedures were followed and that cost documentation was maintained correctly as emergency response work got underway. Though Federal Disaster Declarations had not yet been issued, Witt O'Brien's began immediately providing debris monitoring and management guidance to the worst struck areas, including the Town of Wilbraham, the Town of Monson, the City of Springfield and the Town of West Springfield. Summaries of these projects, which will be completed by October of 2011, follow:

- **Town of Wilbraham:** Witt O'Brien's provided 15 local field monitors and 5 Witt O'Brien's network employees. We monitored the removal of over 99,750 CY of debris totaling over \$3.2 Million in removal costs.
- **Town of Monson:** We deployed 20 local field monitors and 4 Witt O'Brien's network employees documenting the removal of over 112,289 CY of debris totaling over \$4.1 million in removal costs.
- **City of Springfield:** At the peak of operations, we had 62 local field monitors and 8 Witt O'Brien's network employees documenting the removal of over 161,614 CY of debris totaling over \$ 6.6 million in removal costs. Witt O'Brien's also assisted the City with the formulation, submittal and management of all of its FEMA PA program cost claims, for all categories of work.
- **Town of West Springfield:** At full operational strength, Witt O'Brien's fielded 6 local field monitors and 1 Witt O'Brien's network employees to document the removal of over 314 tons of eligible construction and demolition debris totaling over \$ 150 thousand in removal costs.

Federal Reimbursements: One each of these projects, Witt O'Brien's was able to maximize federal funding of debris removal and monitoring costs with no appeals required.

City of Fayetteville, North Carolina – 2011 – Tornadoes and Severe Storms

On April 16th, 2011 an EF1 tornado struck the City of Fayetteville, North Carolina, threatening lives, damaging homes and destroying property throughout Cumberland County including Fort Bragg. Our project management team mobilized to the scene within 48 hours, to

assist the City with the initiating of debris clearance and removal operations and to coordinate with FEMA for the efficient and safe removal of hazardous storm debris. The City also enlisted our team to assist with the preparation of all of its FEMA and FHWA claims resulting from the tornadoes. Witt O'Brien's inspected damaged facilities, formulated repair cost estimates, coordinated with FEMA on eligibility determinations, documented all damages and remediation costs and prepared FEMA project Worksheets, including those for the debris removal project.

Project Dates: April 2011 – October 2011
Vegetative: 120,584 CYs / C&D: 24,496 CYs Hazardous
Household Waste: 1,580 Lbs.
O'Brien's Peak Staff: 20 / DMS: 2
Removal contractors: 1 / Trucks: 12

Federal Reimbursements: Witt O'Brien's was instrumental in assisting the City in recovering all of its eligible debris removal and monitoring expenditure, which amounted to around \$2.06 Million. We also assisted the City with all of its other disaster response and recovery claims.

Kentucky Transportation Cabinet – 2009 – Severe Ice Storms

Witt O'Brien's completed a major disaster debris monitoring project for three districts of the Kentucky Transportation Cabinet, which involved the removal of over 14 million cubic yards of debris following a severe ice storm. Under contract separately with each district,

Witt O'Brien's mobilized crews of Supervisors and Monitors to each and hired and trained over 250 local personnel to oversee and document the removal of an enormous amount of storm debris, including hundreds of leaning trees and hanging tree limbs, from throughout a large portion of the State. Our monitors supervised and monitored operations at 49 temporary debris sites, monitored the activities of over 400 debris removal crews on state and federal roads throughout the State and completed over 250,000 load tickets, each of which was then entered into our data base in order to provide the Transportation Cabinet with accurate and timely project summary reports and validate its contractors' invoices.

Project Dates: April 2009 – March 2010
Cubic Yards: 14,394,854
Contractors: 40 / O'Brien's Staff: 258
Load Tickets: 256,739
No. of Trucks: 512 / No. of DMS: 49

Federal Reimbursements: Though Witt O'Brien's was not activated on this contract until a great deal of debris had already been collected, we have worked with the KYTC and FEMA to ensure that all eligible and documented debris removal costs are reimbursed to the full extent allowable by CFR 44 and FEMA guidelines. Our team has been instrumental in negotiating maximum reimbursements of the over \$110 Million project costs and has assisted in the preparation of multiple FEMA PWs and FHWA DDIRs to ensure all claims were submitted and documented properly.

Kentucky Transportation Cabinet Project Summaries by District

| <u>KYTC District 4</u> | <u>KYTC District 2</u> | <u>KYTC District 1</u> |
|------------------------|------------------------|------------------------|
| 1,709,845 Cubic Yards | 8,144,762 Cubic Yards | 4,320,351 Cubic Yards |
| 40 O'Brien's Staff | 225 O'Brien's Staff | 50 O'Brien's Staff |
| 125 Hauling Trucks | 300 Hauling Trucks | 200 Trucks |
| 8 Hauling Contractors | 13 Hauling Contractors | 12 Hauling Contractors |

Arkansas Wildlife Management Areas – 2009 – Ice Storms

Severe ice storms in 2009 damaged thousands of trees in Arkansas' Wildlife Management Areas. The resultant debris, including thousands of dangerous hanging limbs and leaning trees, represented a threat to the

Project Dates: April 2009 – February 2010
 Leaning Trees: 14,049 / Hanging Limbs: 15,225
 Cubic Yards: 2,892 (most cut and toss or grind)
 O'Brien's Project Staff: 59

health and safety of the public who use these vast areas for hunting, fishing, camping or general recreation. Witt O'Brien's was contracted by the Arkansas Game and Fish Division to manage, monitor and oversee debris removal operations in five Wildlife Management Areas, and we have just recently successfully wrapped up the last of the projects. Most of the dangerous leaning trees and hanging branches were either ground on site or tossed off of the trails, as the expense of hauling the debris out of these wilderness areas was prohibitive. Our monitors were required to travel to remote areas with debris removal crews, sometimes monitoring from boats or horseback. They validated the eligibility of debris, quantified volumes, documented each limb or leaning tree that was removed and provided the Game and Fish Commission with all of the information and data necessary to file FEMA cost reimbursement claims for the work.

Federal Reimbursements: All eligible project costs have been fully reimbursed by FEMA with no discrepancies or issues.

City of Fayetteville, Arkansas – 2009 - Ice Storms

In response to severe winter ice storms in Arkansas in 2009, our debris monitoring teams completed successful projects for the Cities of Rector, Rogers, and Fayetteville as well as Mississippi County in the State of Arkansas. Our teams were on site and

Project Dates: February - May 2009
 Approximate Number of Cubic Yards: 519,818
 Leaner/Hanger Trees: 23,651 / Contractors: 1
 O'Brien's Project Staff: 75 / Load Tickets: 10,860
 Trucks: 65 / DMS: 2 / Residential Drop Offs: 2

operational within hours of the Notice to Proceed to coordinate initial debris clearance efforts and initiate the proper inspection and documentation of all debris removal work. Our team successfully managed these projects simultaneously despite encountering all manner of challenging conditions and circumstances. We provided staff to monitor each collection crew, staff each debris

management site and manage project cost documentation.

Federal Reimbursements: Witt O'Brien's assisted the City in filing its debris project expenditure claims to FEMA and FHWA and it ultimately received maximum reimbursements on the over \$4.5 Million in total project costs.

City of Rogers, Arkansas – 2009 – Ice Storms

Witt O'Brien's assisted the City of Rogers, Arkansas, with its disaster debris monitoring needs as a result of the devastating 2009 ice storms. We provided the City with comprehensive monitoring services, including documenting the removal of over 10,000

leaning trees and hanging limbs. Our trained monitors also provided oversight monitoring at two debris management sites and performed data management and reporting services.

Project Dates: February - April 2009

Approximate Number of Cubic Yards: 158,894

No. of Leaner/Hanger Trees: 10,534

Contractors: 1 / Trucks: 18 / No. of DMS: 2

O'Brien's Project Staff: 23 / Load Tickets: 3,890

Federal Reimbursements: We assisted the City with the formulation and submittal of its federal disaster recovery program claims which amounted to over \$1.3 Million in total project costs.

City of Rector, Arkansas – 2009 – Ice Storms

We also provided the City of Rector with expert debris monitoring services similar to those provided in Rogers, Fayetteville and Mississippi County, Arkansas –comprehensive, FEMA-compliant debris monitoring and project cost documentation. Again, our team was pivotal in the success of the City of Rector's debris removal project.

Project Dates: March - April 2009

Approximate Number of Cubic Yards: 20,911

No. of Leaner/Hanger Trees: 572

Contractors: 1 / O'Brien's Project Staff: 9

Load Tickets: 395 / Trucks: 8 / DMS: 1

Federal Reimbursements: Witt O'Brien's professional services were instrumental in ensuring that the City received funding for all of its eligible debris project costs, which amounted to around \$150K.

Louisiana Department of Transportation - 2008 - Hurricanes Gustav and Ike

Witt O'Brien's performed a major and complex debris monitoring project for five Districts of the Louisiana Department of Transportation and Development, which incorporated the southern portion of the State, where over 3 million cubic yards of debris were removed and hauled to 60 separate Debris Management Sites following the passage of Hurricanes Gustav and Ike. Witt O'Brien's hired, trained and deployed over 1,700 debris monitors for this large project to inspect and document each load of debris collected and to oversee operations at 60 Debris Management Sites, where our trained tower monitors inspected and quantified each load of debris. Our staff also carefully recorded, with photographs and GPS coordinates, the removal of over 200,000 damaged

trees and provided each Department of Transportation District with expert data management and documentation services to support their FEMA cost reimbursement claims, which came to over \$75 Million dollars.

Witt O'Brien's professional debris monitoring services were critical to the emergency debris removal project's overall success.

Project Dates: September 2008 - May 2009
Approximate Cubic Yards: 3,020,392
Leaners/Hangers: 223,267 / Contractors: 1
O'Brien's Staff: 1,715 / Load Tickets: 61,751
No. of Trucks: 1,003 / No. of DMS: 60

Federal Reimbursements: Total project costs were over \$90 Million for this large project, which to date have been substantially reimbursed to the district by FEMA and FHWA, with Witt O'Brien's assistance.

City of Conroe, Texas - 2008 - Hurricane Gustav

Witt O'Brien's also assisted the City of Rogers, Arkansas, with its disaster debris monitoring needs as a result of the devastating 2009 ice storms. We provided the City with comprehensive monitoring services, including documenting the removal of over 10,000

leaning trees and hanging limbs. Our trained monitors also provided oversight monitoring at two debris management sites and performed data management and reporting services.

Project Dates: February - April 2009
Approximate Number of Cubic Yards: 158,894
No. of Leaner/Hanger Trees: 10,534
Contractors: 1 / Trucks: 18 / No. of DMS: 2
O'Brien's Project Staff: 23 / Load Tickets: 3,890

Federal Reimbursements: Total debris removal and monitoring costs on this project amounted to over \$800,000. Witt O'Brien's was instrumental in assisting the City in filing these claims, all of which were reimbursed by federal grant programs.

Lafourche Parish, Louisiana - 2008 - Hurricane Gustav and Flooding

Witt O'Brien's was contracted by Lafourche Parish after Hurricane Gustav ravaged the area and left large amounts of hazardous storm debris strewn throughout it. Our monitoring team responded rapidly to assist and was instrumental in expediting the removal of over 250,000 cubic yards of debris, including over

6,000 leaning trees, stumps and hanging branches. We hired and trained 130 local residents and deployed them to monitor collection crews and debris management site operations. Our firm again came to the assistance of Lafourche Parish and provided debris monitoring services following a severe flooding event that occurred in March 2009.

Dates: September 2008 - February 2009
Approximate Cubic Yards: 272,550
No. of Leaner/Hanger Trees: 6,670
No. of Debris Removal Contractors: 1
O'Brien's Project Staff: 135
Load Tickets: 7,871 / Trucks: 71 / DMS: 5

Federal Reimbursements: Total debris removal and monitoring costs amounted to almost \$5 Million. Witt O'Brien's assisted the Parish the formulation and documentation of its FEMA and FHWA claims and was able to secure reimbursements of all eligible expenditures.

Bibb County, Georgia – 2008 - Tornados

Witt O'Brien's was awarded a contract in Bibb County, Georgia to monitor and oversee the debris removal efforts stemming from the Mother's Day 2008 Tornados. Within two days of receiving the notice to proceed, our monitors were in the field monitoring debris collection

crews and assessing loads at the County's Debris Management Site. In order to ensure that the County's recovery from the tornadoes was not delayed, Witt O'Brien's measured and certified trucks, trained staff and opened an Operations Center prior to receiving a written contract or letter of intent. Witt O'Brien's hired and trained local Bibb County residents in debris monitoring techniques and deployed them to oversee all debris removal operations.

Project Dates: June 2008 - October 2008
Approximate Number of Cubic Yards: 179,102
Removal/Reduction Contractors: 1
Project Staff: 35 / **Load Tickets:** 2,124
No. of Trucks: 15 / **No. of DMS:** 1

Federal Reimbursements: Total project costs amounted to around \$1 Million, which our team assisted the County in submitting to FEMA and FHWA. All eligible costs were reimbursed.

City of Tulsa, Oklahoma – 2007 - Ice Storms

Witt O'Brien's successfully completed a major debris monitoring project for the City of Tulsa, Oklahoma, where over 2.6 million cubic yards of debris were removed following a severe ice storm in December 2007. Witt O'Brien's

mobilized a Disaster Debris Management Team and deployed within 3 hours after notification, arriving on site within 24 hours fully prepared to assist the City of Tulsa. At the height of operations, 181 debris monitors, field supervisors and management staff were deployed. As the debris hauling phase and the debris reduction phase were undertaken by separate contractors, two load ticket databases (removal and final disposal) were reconciled daily. With 328 pieces of hauling equipment clearing the public right-of-way at full ramp-up, over 70,000 cubic yards of debris were being removed from the City public right-of-ways daily.

Dates: January 2008 - September 2008
Approximate Cubic Yards: 2,670,030
No. of Debris Removal Contractors: 2
No. of Project Staff: 181 / **Load Tickets:** 64,642

Federal Reimbursements: The City incurred debris removal and monitoring costs of over \$15.5 Million on this project and utilized Witt O'Brien's to formulate, document and submit its claims to FEMA and FHWA. Witt O'Brien's was able to identify and file and recover \$5 Million in project costs with FWHA under the Emergency Relief project which the City had been unaware of.

Collier County, Florida - 2005 - Hurricane Wilma

In response to the devastation caused by Hurricane Wilma in 2005, our firm monitored the contracted debris removal of over one million cubic yards of disaster debris in Collier County, the largest county by area in the State of Florida. At the height of operations, approximately 600 debris clearance personnel and 271 pieces of equipment were involved in the project. Over 1 million cubic yards of debris were removed and our company trained, managed and supervised over 170

monitors to oversee and document the project. We also monitored and assisted in the FEMA authorization of debris removal from private gated communities and private roads.

Project Dates: October 2005 - March 2006
Approximate Cubic Yards: 1,100,000
No. of Contractors: 1 / DMS: 4
O'Brien's Staff: 202 / Load Tickets: 42,000

The FEMA Office of the Inspector General (OIG) conducted an audit of the over \$37 million dollar debris removal and monitoring project undertaken by Collier County. In a report to the Director of the Florida Long Term Recovery Office in April 2006 (attached to this proposal), the Acting Audit Director for FEMA Region IV stated that "the county had an effective system for accounting for disaster-related costs.....and had adequate monitoring procedures for reviewing and approving debris removal activities and billings of the contractor." This project has been deemed a 'model' debris management project by FEMA and FDEM.

We had the opportunity to provide debris monitoring services again to Collier County in 2008 after Tropical Storm Fay, a project which entailed the removal of around 100,000 CYs of vegetative and C&D debris.

Federal Reimbursements: Hurricane Wilma debris removal claims for this project amounted to around \$37 Million dollars and Witt O'Brien's professional and comprehensive monitoring and project management services were instrumental in ensuring that the County received maximum reimbursements of all of these costs which were eligible for FEMA and FHWA funding. Tropical Storm Fay costs were around \$1.3 Million, with similar positive reimbursement results due to Witt O'Brien's project oversight.

Lee County, Florida – 2004 and 2005 – Hurricanes Charley and Wilma

Witt O'Brien's (then operating as Solid Resources Inc.) provided comprehensive debris monitoring services to Lee County immediately following Hurricane Charley, which left enormous quantities of debris in its wake. Our management team was on the

Project Dates: October 2005 - February 2006
Approximate Number of Cubic Yards: 500,000
No. of Debris Removal Contractors: 1
No. of O'Brien's Project Staff: 60
Load Tickets: 15,000 / No. of Trucks: 150

ground within hours to assist the County's Solid Waste Department with the coordination of debris clearance and removal operations and to measure and certify hundreds of debris removal trucks. We provided expert oversight of all debris removal operations, documented project costs, entered and managed all project data, reported on contractor damages to private property and advised the County on FEMA technical issues. Witt O'Brien's was called upon to provide these services to Lee County again in 2005 when Hurricane Wilma struck the area. In 2007, we developed the County's comprehensive debris management plan and consulted with FEMA to win its approval for the Public Assistance Pilot Program.

Federal Reimbursements: Total debris removal and monitoring costs were just over \$11 Million on this project. Witt O'Brien's assisted the County with the final formulation and filing of its eligible

FEMA and FHWA claims, all of which were reimbursed up to cost-share levels.

Hillsborough County, Florida – 2004 – Hurricanes Frances and Jeanne

In early 2004, Witt O'Brien's (then SRI) in partnership with Malcolm Pirnie, Inc. was awarded a pre-event contract by Hillsborough County to provide comprehensive debris management services. Shortly thereafter, the contract was activated when Hurricane Frances struck the Tampa Bay area. Our project manager mobilized to the County EOC hours before the storm made landfall and remained, prepared to stay through the storm with County staff and provide real-time assistance. Other key staff and a core team of debris monitors were prepared to join them immediately following the storm.

Project Dates: August 2004 - June 2005
Approximate Cubic Yards: 1,000,000
Debris Removal Contractors: 3
O'Brien's Project Staff: 120
Load Tickets: 45,000 / Trucks: 1,100
DMS: 5 / Residential Sites: 22

Witt O'Brien's provided all field and tower monitors, residential drop off site monitors, field supervisors, operations manager and data entry personnel to assist the County in the recovery process. We also assisted with compiling the load ticket data, managing site restoration, reconciling contractor invoices and assembling the necessary information for FEMA Project Worksheet formulation. Over one million cubic yards of storm debris were ultimately removed from the County, all of which was monitored by our firm. We also provided Hillsborough County with technical assistance for final closeout, cost reimbursement, grants management as well as the County's appeals strategy.

Federal Reimbursements: Total project costs were over \$33 Million on this large project, most of which were ultimately reimbursed by FEMA and FHWA with Witt O'Brien's assistance to the County. Many of the claims were also processed by Malcolm Pirnie Inc.

Charlotte County, Florida – 2004 – Hurricane Charley

Witt O'Brien's was responsible for monitoring the debris removal of approximately two million cubic yards of storm debris from Lee County after Hurricane Charley devastated Charlotte County. Our core management team arrived on the scene within three hours of the passing of the storm's eye to oversee the clearance and removal of the debris left behind. This included vegetative debris, C&D, hazardous trees, tree stumps, white goods, household hazardous waste, mobile home wreckage, demolition debris, asbestos and marine debris. Our Field Supervisors met daily with County managers, FEMA personnel and contractors to provide them with progress reports and to coordinate debris removal activities. Our debris monitoring team was on this major project for over nine months and was instrumental in the success of the difficult

Project Dates: August 2004 - June 2005
Approximate Cubic Yards: 1,900,000
No. of Debris Removal Contractors: 1
No. of O'Brien's Project Staff: 38
Load Tickets: 51,000 / Trucks: 700

recovery effort.

Federal Reimbursements: The County had debris removal and monitoring expenditures of over \$57 Million dollars, some of which were denied due to the County's decision not to utilize one to one monitoring of each truck until three months into the recovery project (despite Witt O'Brien's recommendation that it due so. The County also directed its debris removal contractors to collect debris on private roads and communities without FEMA permission, and some of these costs were denied, at no fault of Witt O'Brien's. Ultimately, after several appeals and lengthy negotiations with FEMA, most of the County's debris removal costs were reimbursed, and all of the costs for our services were deemed eligible.

Palm Beach County, Florida – 2004 – Hurricanes Frances and Jeanne

Witt O'Brien's (then operating as Solid Resources Inc.) subcontracted under Malcolm Pirnie, Inc. and worked together to provide Post-Disaster Debris Management and Monitoring services to Palm Beach County's Solid Waste Authority (SWA) after the County

Project Dates: August 2004 - June 2005
Approximate Cubic Yards: 3,500,000
Debris Removal Contractors: 5
O'Brien's Project Staff: 140
Load Tickets: 115,000 / Trucks: 1,500

was severely impacted by two catastrophic hurricanes (Frances and Jeanne) in 2004. Witt O'Brien's staff worked with the SWA and the contractors to expeditiously facilitate the collection, removal and reduction of the first 1 million cubic yards of debris within the four weeks following the passage of the first storm (Frances). An additional 2,500,000 cubic yards of debris were removed in the aftermath of Hurricane Jeanne. Our management personnel effectively managed the daily staffing, scheduling and zone assignments for more than 140 field and disposal monitors.

We also provided the County SWA managers with technical training on FEMA programs and eligible recovery costs to maximize their reimbursement funding, and assisted them with reviewing eligibility criteria for debris removal and emergency protective measures (Categories A and B), writing more than 45 FEMA Project Worksheets for large and small projects in both categories for both storms.

Federal Reimbursements: The County incurred debris removal and monitoring costs totaling more than \$64 Million. As Witt O'Brien's acted as a sub-contractor on this project, we are unaware of the final disposition of its federal claims but are certain that all costs associated with our services were reimbursed up to the maximize cost share amount.

List of Debris Monitoring Projects Completed

| Client | Disaster | Cubic Yards | Peak Staff |
|--|---------------------------------|-------------|------------|
| 2011-12 | | | |
| Saint Bernard Parish, Louisiana | Hurricane Isaac FEMA-4080-DR | 25,660 | 45 |
| Livingston Parish, Louisiana | Hurricane Isaac FEMA-4080-DR | 15,155 | 22 |
| Lafourche Parish, Louisiana | Hurricane Isaac FEMA-4080-DR | 107,278 | 31 |
| City of Slidell, Louisiana | Hurricane Isaac FEMA-4080-DR | 22,449 | 36 |
| City of Mandeville, Louisiana | Hurricane Isaac FEMA-4080-DR | 11,000 | 10 |
| City of Central, Louisiana | Hurricane Isaac FEMA-4080-DR | 26,508 | 17 |
| City of Thibodaux, Louisiana | Hurricane Isaac FEMA-4080-DR | 22,026 | 19 |
| City of Springfield, Massachusetts | Severe Storm FEMA DR-4051 | 516,024 | 225 |
| City of Longmeadow, Massachusetts | Severe Storm FEMA DR-4051 | 287,746 | 103 |
| Town of Monson, Massachusetts | Severe Storm FEMA DR-4051 | 34,227 | 36 |
| Town of West Springfield, Massachusetts | Severe Storm FEMA DR-4051 | 97,104 | 56 |
| Town of Sturbridge, Massachusetts | Severe Storm FEMA DR-4051 | 19,178 | 12 |
| Town of Wales, Massachusetts | Severe Storm FEMA DR-4051 | 3,013 | 6 |
| Town of Holland, Massachusetts | Severe Storm FEMA DR-4051 | 14,823 | 10 |
| Town of Ludlow, Massachusetts | Severe Storm FEMA DR-4051 | 84,733 | 37 |
| Town of Palmer, Massachusetts | Severe Storm FEMA DR-4051 | 52,931 | 21 |
| Town of Wilbraham, Massachusetts | Severe Storm FEMA DR-4051 | 107,283 | 46 |

| | | | |
|--|---|---|-----|
| City of Chicopee, Massachusetts | Severe Storm FEMA DR-4051 | 155,879 | 52 |
| City of Holyoke, Massachusetts | Severe Storm FEMA DR-4051 | 81,508 | 46 |
| Town of Southwick, Massachusetts | Severe Storm FEMA DR-4051 | 42,304 | 30 |
| Town of Agawam, Massachusetts | Severe Storm FEMA DR-4051 | 160,994 | 67 |
| Town of Lancaster, Massachusetts | Severe Storm FEMA DR-4051 | 16,924 | 19 |
| Town of North Borough, Massachusetts | Severe Storm FEMA DR-4051 | 2,498 | 6 |
| Town of Lunenburg, Massachusetts | Severe Storm FEMA DR-4051 | 19,382 | 9 |
| Town of Ware, Massachusetts | Severe Storm FEMA DR-4051 | 26,983 | 19 |
| Town of Warren, Massachusetts | Severe Storm FEMA DR-4051 | 2,886 | 5 |
| Town of Townsend, Massachusetts | Severe Storm FEMA DR-4051 | 1,100 | 4 |
| City of Springfield, Massachusetts | Tornadoes FEMA DR-1994 | 161,614 | 40 |
| Town of Wilbraham, Massachusetts | Tornadoes FEMA DR-1994 | 99,750 | 33 |
| Town of Monson, Massachusetts | Tornadoes FEMA DR-1994 | 112,289 | 42 |
| Town of West Springfield, Massachusetts | Tornadoes FEMA DR-1994 | 1,200 | 5 |
| City of Fayetteville, North Carolina | Tornadoes FEMA DR-1994 | 150,080 | 63 |
| 2009-10 | | | |
| Kentucky Transportation Cabinet | Severe Storms FEMA DR-1818 FEMA DR-1994 | 14,394,854 | 258 |
| Arkansas Wildlife Management Areas | Severe Storms FEMA DR-1819 | 2,892 CYs 14,049 Trees 15,225 Limbs | 59 |

| | | | |
|---|---|-----------|-------|
| Louisiana Department of Transportation and Development | Hurricane Gustav FEMA DR-1786 Hurricane Ike FEMA DR-1792 | 3,020,392 | 1,715 |
| 2009 | | | |
| City of Fayetteville, Arkansas | Severe Winter Storm FEMA DR-1819 | 519,818 | 75 |
| City of Rogers, Arkansas | Severe Winter Storm FEMA DR-1819 | 158,894 | 23 |
| City of Rector, Arkansas | Severe Winter Storm FEMA DR-1819 | 20,911 | 9 |
| Mississippi County, Arkansas | Severe Winter Storm FEMA DR-1819 | 17,400 | 8 |
| 2008 | | | |
| City of Tulsa, Oklahoma | Severe Winter Storms FEMA DR-1735 | 2,670,030 | 181 |
| Lafourche, Parish, Louisiana | Hurricane Gustav FEMA DR-1786 Hurricane Ike FEMA DR-1792 | 272,550 | 135 |
| City of Conroe, Texas | Hurricane Ike FEMA DR-1791 | 158,894 | 23 |
| Bibb County, Georgia | Tornado FEMA DR-1761 | 179,102 | 35 |
| 2005-6 | | | |
| Lee County, Florida | Hurricane Wilma FEMA DR-1609 | 500,000 | 60 |
| Collier County, Florida | Hurricane Wilma FEMA DR-1609 | 1,100,000 | 202 |

Witt Associates Debris Management Experience

State of Louisiana

Debris Management Program Management

In September of 2005, Witt Associates was tasked by the State of Louisiana to establish a debris management program to oversee what was to become the largest debris removal and disposal operation in United States history. The mission, issued in the aftermath of Hurricanes Katrina and Rita devastated the State, involved ensuring that debris operations were handled efficiently and in conformance with program requirements so that problems could be avoided and debris-related reimbursement from FEMA could be maximized. A team of qualified professionals was assembled in a matter of days to initiate operations, and locally hired personnel were utilized to the maximum extent possible to augment debris program monitoring teams.

To effectively manage and monitor the debris collection efforts to ensure program compliance and eventual reimbursement, Witt Associates first worked with the State (the Louisiana Department of Transportation and Development, and the Governor's Office of Homeland Security and Emergency Preparedness) to prepare a debris management plan, divide the State into sectors for management and monitoring purposes, and identify both collection and disposal sites that met all regulatory and environmental requirements.

Witt Associates also activated a team of Quality Assurance / Quality Control (QA/QC) Monitors who were sent into the field to work with Federal, State, and local contractors and Departments of Public Works. These personnel worked with debris firms, contractors, and monitors, and provided both training and guidance on best practices and documentation requirements, and providing spot-checks on debris handling, separation, and recycling, and monitored environmental rule and regulation compliance. Witt Associates also established protocols to monitor debris vehicles and their loads from pick-up location to final disposal. Throughout the operation, Witt Associates Quality Assurance / Quality Control Monitors quickly identified problems and worked with debris contractors to resolve them as quickly as possible. As many as 50 debris monitors were involved in overseeing activities at hundreds of collection points and more than a dozen disposal locations.

Witt Associates also oversaw and managed the demolition and disposal program related to unsafe structures on private property, monitoring the compliance and activity of contractors and others involved in that activity. Witt Associates personnel negotiated a process with FEMA related to the documentation needed to obtain reimbursement for private property demolitions, including how homeowner agreement and/or community condemnation needed to occur to justify demolition activities. Witt Associates also communicated guidelines and protocols for the handling of historic properties or environmental issues in the demolition and disposal effort. As of September 2011, more than 17,000 structures have been successfully removed and disposed of through this process.

Despite the magnitude of the disaster, the amounts of debris involved, and the large number of players in the debris removal effort, Witt Associates' efforts have proven to be highly successful and an important element in community recovery. Over a two year period, Witt Associates' program

monitors oversaw the collection and proper disposal of approximately 50 million cubic yards of storm-related debris - many times more than in any other disaster event in U.S. history. These efforts are widely credited by both the State and FEMA with protecting against abuses and reducing costs, with no identified instances of fraud or mismanagement noted since debris operations were initiated.

City of Galveston, Texas

Recovery, Public Assistance, and Debris Monitoring Services

On September 14, 2008, Hurricane Ike washed over the city of Galveston with a fury that surprised many of the 20,000 people who decided to stay despite the voluntary and mandatory evacuation orders issued throughout the region. Damages were estimated in the tens of billions of dollars. In January of 2009, Witt Associates was contracted to provide support with a broad spectrum of emergency management and recovery needs, including the Federal Emergency Management Agency (FEMA's) Public Assistance program grant process and the debris oversight process, which included ensuring that debris operations were handled efficiently and in conformance with program requirements so that problems could be avoided and debris-related reimbursement from FEMA could be maximized.

To effectively manage and oversee the debris collection efforts to ensure program compliance and eventual reimbursement, Witt Associates worked with the City and the City's debris removal contractors to prepare a debris management plan, dividing the city into quadrants for management and monitoring purposes, and identifying both collection and disposal sites that met all regulatory and environmental requirements. A common load-ticketing process and protocols to monitor debris vehicles and their loads from pick-up location to final disposal were put into place.

Witt Associates also activated a team of Quality Assurance/Quality Control (QA/QC) specialists who were sent into the field to work with contractors at the federal, state and local levels. Our personnel worked with debris firms, contractors, and monitors, and provided oversight for both training and guidance on best practices and documentation requirements. They provided spot-checks on debris handling, separation and recycling, and checked environmental rule and regulation compliance. Throughout the operation, Witt Associates QA/QC specialists quickly identified problems and worked with debris contractors to resolve them as quickly as possible. Witt Associates oversaw the implementation and management of the demolition and disposal program related to unsafe structures on private property, validated the compliance and activity of contractors and others involved in that activity, and communicated guidelines and protocols for the handling of historic properties or environmental issues in the demolition and disposal effort.

Witt Associates is currently assisting the City of Galveston with services designed to maximize FEMA funding for eligible work and expedite the process of recovery, so that the city can retain funds during projects closeout and audit.

Some of the critical ways in which Witt Associates is assisting the City of Galveston include:

- Providing general grant management advice and assistance in development of a disaster recovery team, and development of a comprehensive recovery strategy
- Providing eligibility guidance, working with the City of Galveston to develop justifications for presentation to FEMA and the state, working with the city to resolve disputes that may arise
- Assisting in the preparation of project worksheets
- Inspecting damage sites
- Assisting affected applicants with completing debris removal documents
- Advocating for maximum benefits for the city with both the state and FEMA
- Assisting with requests for time extensions to FEMA
- Advising the City of Galveston on requests for improved or alternate projects
- Advising the City of Galveston on processing appeals within federally mandated deadlines
- Suggesting and identifying hazard mitigation projects for damaged facilities, working with city departments to develop HMGP project applications for submission and consideration by state mitigation personnel

A short time after the Galveston efforts began, the city was already crediting Witt Associates with securing for them substantial amounts of additional funding and advancing complex and politically sensitive recovery projects that had languished since the hurricane devastated Galveston Island. Specifically, Witt Associates personnel were able to change the cleaning of the City's Storm Drainage System category from the permanent category "C" to the debris removal category "A," and increase the City's reimbursement of debris removal expenses by millions of dollars.

Debris Management Planning Experience

Witt O'Brien's has prepared comprehensive, FEMA-approved, all-hazards debris management plans for many clients, including the following:

Florida Department of Transportation

Witt O'Brien's debris specialists developed the first state-wide debris management plan approved by FEMA in Florida for the Department of Transportation and subsequently coordinated with all seven FDOT District-level emergency management offices to develop customized operational debris management plans for each. Our debris plans are currently in use by the FDOT throughout the State.

Broward County Public Schools, Florida

Witt O'Brien's worked closely with Broward County Schools (the sixth largest school district in the nation) to prepare a comprehensive debris management plan which was immediately approved by FEMA and allowed the District to benefit from the Public Assistance Pilot Program's increased federal cost share for its Tropical Storm Fay recovery effort.

City of Miami, Florida

Witt O'Brien's staff coordinated with the City of Miami's Solid Waste Division and its Recovery Specialist to prepare a broad-ranging and comprehensive debris management plan for the City which was approved by FEMA upon first review. Witt O'Brien's also provides the City with debris monitoring services and meets regularly with the City's debris management staff and debris removal contractors to plan response and recovery strategies in the event of a major disaster.

Lee County, Florida

Witt O'Brien's has had a long relationship with Lee County, having provided the County with debris monitoring and management services for their disaster recovery efforts for Hurricanes Charley and Wilma. We incorporated many the "lessons learned" during the debris operation into a solid, functional debris management plan for the County.

Village of Virginia Gardens, Florida

Although the Village is relatively small, it learned many hard lessons during the Wilma and Jeanne recovery efforts and asked Witt O'Brien's to assist by developing a debris management plan to better prepare them to tackle their future debris challenges and maximize federal reimbursement opportunities.

City of Sunny Isles Beach, Florida

The City asked Witt O'Brien's to prepare a detailed debris management plan for them which would comply with FEMA PA Pilot Program criteria. Witt O'Brien's developed and delivered a sound, FEMA-compliant plan to the City which is now the basis for their debris operations procedures.

Collier County, Florida

Witt O'Brien's provided Collier County (the largest county by area in Florida) with debris monitoring services for its Hurricane Wilma recovery effort and subsequently was instrumental in the development of the County's debris management plan.

Town of Davie, Florida

As the Town of Davie's debris monitoring and disaster recovery consultant, Witt O'Brien's was recently tasked with preparing an all-hazards debris management plan for the Town, which will serve as an annex to their Comprehensive Emergency Management Plan.

Sumter County, Florida

Witt O'Brien's developed an operational debris management plan for Sumter County which complied fully with FEMA guidelines and qualified the County for the PA Pilot Program.

Broward Health District, Florida

The Broward Health District is one of the ten largest public healthcare systems in the nation, encompassing more than 30 healthcare facilities throughout Broward County. Witt O'Brien's is currently finalizing a comprehensive debris management plan for the District.

City of Alexandria, Louisiana

Witt O'Brien's recently completed a debris management plan for the City which will serve as an annex to its Comprehensive Emergency Management plan and guide response and recovery personnel through all phases of debris management and removal operations.

Cooper City, Florida

Witt O'Brien's assists Cooper City with many disaster related tasks, including debris monitoring, FEMA Public Assistance program guidance and emergency management training. We recently completed their comprehensive debris management plan.

City of Coral Gables, Florida

We are currently working with the City of Coral Gables to develop its first comprehensive debris management plan.

A Witt O'Brien's monitored Debris Management Site in Fayetteville, North Carolina, 2011



Section D: References

Below is a list of references for clients Witt O'Brien's has performed disaster debris monitoring services for which were similar in scope to those requested. Please recall when contacting any of these references that all of our debris monitoring work prior to 2010 was performed under the name of *Solid Resources Incorporated*, which was acquired by, and then merged with, *O'Brien's Response Management*, which performed all projects from 2010 through 2012.

| Disaster Debris Monitoring Client References | |
|--|---|
| Client / Event / Year / Value | Reference Contact |
| <p>City of Springfield, Massachusetts Severe Storm and Snowstorm, 2011-12 FEMA DR-4051 Monitoring Costs: \$2,353,162 (to date)</p> <hr/> <p>Severe Storms and Tornadoes, 2011 FEMA DR-1994 Monitoring Costs: \$858,477</p> | <p>Christopher M. Cignoli, P.E. City Engineer 70 Tapley Street Springfield, MA 01104 ccignoli@springfieldcityhall.com 413-750-2808 Phone</p> |
| <p>Town of Wilbraham, Massachusetts Severe Storm and Snowstorm, 2011-12 FEMA DR-4051 Monitoring Costs: \$306,184 (to date)</p> <hr/> <p>Severe Storms and Tornadoes, 2011 FEMA DR-1994 Monitoring Costs: \$383,775</p> | <p>Ed Miga P.E. Public Works Director 240 Springfield Street Wilbraham, MA 01095 Phone: (413) 596-2800 ext 208 Fax: (413) 596-9256 emiga@wilbraham-ma.gov 413-519-5958 direct phone</p> |
| <p>City of Fayetteville, North Carolina Severe Storms and Tornadoes, 2011 FEMA DR-1994 Monitoring Costs: \$471,222</p> | <p>Brian P. Mims Battalion Commander 433 Hay Street Fayetteville, N.C. 28301 910-433-1729 BMims@ci.fay.nc.us</p> |

| | |
|--|--|
| <p>Kentucky Transportation Cabinet Severe Winter Storm and Flooding, 2009-10 FEMA-1818-DR-KY, FEMA DR-1994 Monitoring Costs: \$3,244,000</p> | <p>Frank Castle Roadway Preservation Branch 200 Metro Street 4th Floor Frankfort, KY 40622 (502) 564-4556 ext. 3934 Frank.Castle@ky.gov</p> |
| <p>City of Tulsa, Oklahoma Severe Winter Storms, 2008 FEMA-1735-DR-OK Monitoring Costs: \$3,256,581</p> | <p>Paul Strizek Planning and Contracts Coordinator 707 South Houston Avenue, Tulsa, Oklahoma 74127 (918) 596-9716 PSTRIZEK@ci.tulsa.ok.us</p> |
| <p>Lafourche, Parish, Louisiana Hurricane Gustav, 2008-9 FEMA-1786-DR-LA and Hurricane Ike FEMA-1792-DR-LA Monitoring Costs: \$1,458,707</p> | <p>Jerome Danos Solid Waste Manager 402 Greene Street Thibodeaux, Louisiana 70302 (985) 637-5199 danosjp@lafourchegov.org</p> |
| <p>Collier County, Florida Hurricane Wilma, 2005-6 FEMA 1609-DR-FL Monitoring Costs: \$8,000,000</p> <hr/> <p>Tropical Storm Fay, 2008 FEMA-1785-DR-FL Monitoring Costs: \$200,000</p> | <p>Dan Rodriguez Director of Solid Waste 3301 Tamiami Trail East, Bldg. H Naples, Florida 34112 (239) 732-2508 DanRodriguez@colliergov.net</p> |

MORE REFERENCES ARE AVAILABLE UPON REQUEST.

Section E: Services to be Provided

Management Philosophy

The Witt O'Brien's Debris Services management team has carefully read the scope of work in the City's Request for Proposals and warrants that Witt O'Brien's is fully qualified, capable and prepared to provide the City with disaster debris monitoring and federal programs consulting services commensurate with its requirements and expectations. As one of the nation's premier debris monitoring firms, we are confident in our ability to respond expeditiously to any natural or man-made debris generating event that the City might encounter and provide the highest level of professional debris monitoring services available, utilizing our innovative and proven approaches to achieve project success.

As the result of having successfully completed many complex and challenging debris monitoring projects, we have developed a sound project management approach which allows us to mobilize rapidly, adapt to fluid circumstances and challenges, implement our tested operating procedures seamlessly and provide our clients with the finest debris monitoring and federal grants management services available. We see our team as an extension and partner of the client's debris management and Public Works staff which serves to augment and strengthen its capabilities. Our management model is designed to allow us to coordinate and integrate rapidly and effectively with all participants in a major debris removal operation while maintaining the highest level of customer service and accountability, yet remaining flexible and scalable to allow us to adapt to ever changing project requirements.

Pre-Event Consultation and Planning

Table Top Planning and Preparation Exercises

Prior to any storm event, Witt O'Brien's debris management and planning specialists will meet with the City's Debris Management Team to strategize a response to a major debris generating event. Witt O'Brien's will develop debris forecasts based on various storm and disaster scenarios utilizing the Army Corps of Engineers' debris forecasting model, historical data and other methodologies, in order to identify requirements for staffing levels, equipment, contracted services, temporary debris sites and final disposal. Witt O'Brien's will also participate in an annual debris operations table-top exercise with the contract holder's debris removal contractor and relevant departmental personnel in order to plan and strategize for various disaster scenarios. We will also review carefully any existing Debris Management Plans and make recommendations for updating or revising them.

Debris Management Site Selection

Witt O'Brien's will assist with pre-event selection of temporary Debris Management Sites suitable to handle the quantities and types of debris forecast during the planning session and will advise the City on obtaining all necessary environmental or other permits, in Coordination with local and state environmental agencies. Our team will review potential sites, consult on site selection criteria and issues, assist with the acquisition of all necessary environmental and other State, Federal or Local

permits, make sight visits to photograph and inspect potential properties and produce a summary report with recommendations.

Training

Witt O'Brien's can provide training in debris management and monitoring to the City's debris management personnel and other stake-holders. Our debris management training seminar offers a comprehensive overview of FEMA and FHWA program requirements for reimbursement of debris clearance and removal costs, monitoring techniques, documentation requirements, safety considerations, contracting guidelines and other vital debris operations issues.

Summary of Pre-Event Assistance

Witt O'Brien's will assist with the following tasks prior to any storm event:

- Coordination of a Table Top Exercise with debris removal contractors the City's debris management staff;
- Training in debris management and monitoring;
- Training in FEMA and FHWA disaster recovery funding program requirements;
- Review and update of Debris Management Plans;
- Review and analysis of potential Debris Management Sites (DMS);
- Coordination of selection and authorizations and environmental permits for DMS;
- Review of storm debris recycling opportunities and options.

Rapid Response and Project Ramp-up

Our extensive disaster response experience allows us to rapidly and efficiently mobilize our teams, roll out our proven project management procedures, coordinate with the Contractors, state and local agencies and our client and initiate project oversight. Immediately following a storm event (or prior to, with notification) a Witt O'Brien's' Debris Monitoring Project Manager will coordinate with City Debris Manager, report to the EOC, assist in the establishment of the Debris Management Center and initiate inspection by our monitors of the activities of the debris clearance and removal contractors to ensure that all work is properly documented for federal reimbursements. Priority debris clearance plans will be reviewed, after which our crews will mobilize into the field to perform preliminary damage assessments and debris estimations, identify hazardous debris situations for rapid clearance and monitor and coordinate the documentation and scheduling of "first push" crew activities for the first seventy hours of contracted debris clearance work.

Specially trained monitors and field supervisors can also assist with the documentation, inventorying and pre-validation of leaning trees, hanging limbs, tree stumps and other debris which may require eligibility validation by FEMA. Our team will then develop a "Debris Operations Action Plan" based on damage assessments and anticipated needs and consult on its implementation. Trained Witt O'Brien's debris monitors will then be paired up with contracted collection crews to begin monitoring and documenting debris removal activities.

Summary of Immediate Response Assistance

- Mobilize Project Management team within 24 hours of notification;
- Coordinate with the City Debris Manager;

- Coordinate with FEMA and the debris clearance contractors;
- Attend FEMA "kick off meetings;"
- Perform damage assessments and debris estimations, via "windshield," aerial or other methods;
- Inventory special debris needs – hazardous waste, leaning trees, hanging limbs, etc.;
- Coordinate with contractors and force account staff to monitor "first push" debris clearance to ensure proper documentation of equipment, labor and contracted costs;
- Identify areas, facilities, roads and properties which require immediate debris clearance in order to protect the health, safety and lives of the public, or to facilitate access to critical facilities and infrastructure.

Monitor Hiring Plan

Witt O'Brien's responsibility to its disaster-affected clients goes beyond the debris monitoring project. We also understand the economic toll that disaster events take on communities. For that reason, we are dedicated to always hiring as many local residents to fill debris monitoring positions as possible. When potential disasters loom, our management team activates Witt O'Brien's standard procedures for broadcasting job announcements in a storm's path – via radio, newspapers, unemployment offices, college job boards, churches and the internet. We also consult with our clients to determine if any recently retired or laid-off government employees - from the Solid Waste, Public Works, Parks and Recreation, Police or Fire Departments – might be available to assist with the recovery effort. We have found that not only are they up to the task, their local knowledge proves invaluable.



Background Screening of Temporary Field Staff

Of primary concern to Witt O'Brien's is the professionalism and personal integrity of our field personnel; we understand that our monitoring staff will represent not only our firm but our client as well. For that reason, we carefully screen our monitoring staff with background checks to ensure that those with felony convictions or questionable moral character are excluded from our team. Witt O'Brien's also regularly uses E-Verify to screen potential employees, which is an internet based system for determining eligibility for employment in the United States. We will also impose a strict "zero tolerance" policy for drug usage, safety violations, foul language, disrespectful behavior or any confrontational approach towards debris removal contractors or our client's personnel, or any hint of impropriety or misconduct which may reflect negatively on the our client or our firm. The City will always have the ability to dismiss any of our field staff from the project at any time for any reason.

Monitor Training Plan

Witt O'Brien's has developed a comprehensive training program for its newly hired debris monitors consisting of class room instruction and exercises, a Power Point presentation on FEMA debris operations, eligibility guidelines and monitoring techniques and a review of our field manual, which each monitor receives a copy of. We also have an internet-based training capability called the *Learning Management System*, through which monitors and supervisors can access our training materials and test their knowledge on a graded quiz after each session. Each new hire undergoes

an intensive four-hour training and orientation session conducted by our Operations Coordinator or Lead Supervisor, which emphasizes safety considerations, FEMA eligibility guidelines, job duties and responsibilities, load ticket management, dress codes and our standard procedures for debris monitoring and project management. A special training session is held for monitors chosen to serve as truck measurement certification crew. New monitors are also trained in the use of our GPS units and digital cameras, and supplied with reference materials and maps of their work zones. Once trained, monitors are then closely supervised on the job, debriefed at the beginning and end of each day and held to our high standards of performance and conduct.

Public Information Development and “Hot Line” Call Center



We understand the vital importance of keeping the public informed throughout the duration of a major debris removal project and we will coordinate with the clients Debris Manager to implement a Public Information Plan, which can be devised prior to storm season. Our Project and Operations Managers will work with the City's staff to develop timely and informative public announcements about the debris project, safety considerations, hazardous waste handling, collection schedules, methods of sorting and separating debris to increase collection and disposal efficiencies and other issues. We will also make staff available to the City to distribute and disperse public information on the debris project and may deploy our field monitoring staff to disseminate fliers to residents. Our staff can also set up debris information “hot line” phone center for the public or construct an informational website where the public can track debris removal progress, review collection schedules and have e-mail questions answered.

Truck Measurement and Certification Program

As the debris removal contractor's trucks and equipment begin to arrive at the disaster scene, Witt O'Brien's will initiate the truck measurement and certification program in coordination with the debris removal contractor, to accurately measure the volumetric capacity of each truck. We follow the latest FEMA 327 standards and methodologies for measuring and calculating the capacity of debris removal trucks. We will also provide FEMA compliant truck placards and truck certification forms. Original truck certification forms signed by our Truck Certification Manger, with photographs of each truck showing its placard and any modifications, will be provided to the City in a binder along with electronic “PDF” copies and a summary spreadsheet. Our Quality Control/Roving monitors will also periodically spot check and re-certify trucks during the project in order to deter and detect fraudulent alteration of truck capacities or placards.

Field Supervisors

Witt O'Brien's provides experienced Field Supervisors at staffing levels commensurate with operational requirements to oversee and coordinate the activities of all Witt O'Brien's field and site monitors. At least one Supervisor will be responsible for monitoring activities in each debris zone and/or a group of 10 – 12 field monitors (as recommended by FEMA).

Field Supervisors will provide the following services:

- Oversee the work of all Witt O'Brien's collection and site monitors;
- Implement the Quality Assurance and Quality Control program in the field;
- Ensure that project safety policies and guidelines are adhered to;
- Verify that only FEMA-eligible debris is being removed from designated public rights-of-way and public property within assigned debris pickup zones;
- Verify proper photographic documentation of hazardous trees (leaners and hangers);
- Coordinate monitors' schedules and assignments and ensure job performance standards are met;
- Track, report and manage contractor damages;
- Maintain positive public relations regarding any complaints or concerns;
- Coordinate daily with the Debris Haulers in their zones and resolve disputes or problems;
- Ensure that first pass debris collection from FHWA-ER eligible roads is documented accurately;
- Confer with FEMA debris specialists in the field to resolve eligibility issues;
- Maintain daily field reports.

Roving Monitors / Quality Control Inspectors

Witt O'Brien's frequently deploys trained roving debris monitors to assist in the identification and documentation of ineligible debris (such as land-clearing or construction waste), consult with FEMA debris specialist about eligibility issues, assist with mapping of debris clearance progress, inspect debris zones for "hot spots" and zone closure status, distribute fliers or door hangers to residents and perform other functions as requested. Their primary roles will be to ensure that only FEMA-eligible debris is collected and hauled and that removal contractors do not enter onto private property. Roving monitors will work with FEMA and the City's field staff to "pre-validate" certain types of debris, such as stumps and hanging tree limbs. Designated personnel will also provide Quality Control/Quality Assurance oversight of all project activities, report safety concerns, inspect trucks for alterations to capacity or placards, halt any work deemed unsafe or ineligible under FEMA guidelines, assure load tickets are completed correctly and report to the Project Manager daily.



Loading Site Monitors

Witt O'Brien's loading site monitors will inspect and monitor all debris collection work performed by the removal contractors and record data for each load either on standard load tickets or the ADMS handheld unit. Witt O'Brien's will provide an adequate number of monitors to inspect and monitor all debris removal activities and document each load utilizing load tickets, field logs and other documentation as required.

Collection site debris monitor responsibilities include:

- Monitor the daily debris removal activity of trucks and contracted crews;
- Issue load tickets or capture data electronically at collection sites for each load;
- Complete and sign each load ticket, certifying that the truck is fully loaded with eligible storm debris, before allowing truck to proceed to a DMS or final disposal site;
- Survey and record the 'special needs' areas in which larger items such as tree stumps and root balls, hazardous leaning trees and hanging limbs, hazardous materials, construction and demolition debris that require specialized removal equipment and documentation;
- Verify all debris collected is storm related and eligible for FEMA funding;
- Ensure hazardous waste materials are not mixed in with debris loads;
- Ensure debris removal contractors do not remove debris from private property with proper authority and without a Right of Entry/Hold Harmless Agreement signed by the property owner(s);
- Identify, document, and report any damages to private property caused by the debris removal contractor or monitoring firm; and
- Ensure mixed types of debris are not loaded into debris removal trucks unnecessarily.

Debris Management Site Selection and Monitoring

Witt O'Brien's will assist the City with selection, evaluation, baseline environmental data and soil sample collection and State and local authorization of temporary Debris Management Sites, either prior or subsequent to an event. We will also coordinate State and local authorizations of temporary sites or burn permits and address any other environmental issues that may arise. At least two trained Witt O'Brien's Debris Management Site monitors will be deployed to each site to perform these tasks:



- Inspect all inbound trucks and make a quantitative volumetric assessment of the debris loads;
- Verify each truck that delivers debris to the DMS matches its manifest load ticket including truck number, type of debris and truck volume;
- Accurately complete and sign each load ticket before permitting a truck to proceed from the check-in/inspection area to the tipping area;
- Ensure that each truck bed has been fully emptied prior to departure from the DMS or final disposal site;
- Maintain accurate daily logs of all load tickets inventoried and/or voided;
- Perform quality control and assurance checks on all load tickets;
- Immediately contact monitors and Field Supervisors when load ticket errors are detected at the DMS, in order to promptly remedy any errors and maintain satisfactory field monitor performance;
- Photograph truckloads of debris or other items at the DMS as needed;
- Ensure the site is clear at the end of each day when trucks stop operating and that it is properly secured overnight;

- Report and review daily safety issues; and
- Coordinate, document and oversee site restoration at conclusion of the project.

Special Debris – Stumps, Limbs, Trees and Other Issues

Certain types of hazardous debris (such as hanging tree limbs, leaning trees, canal and marine debris, white goods and tree stumps) require special pre-removal validation and documentation in order to be eligible for removal cost reimbursement from FEMA or FHWA. Witt O'Brien's has extensive experience with all debris types and will provide expert consulting services to the City regarding unique debris challenges, including the removal trees, stumps and limbs, appliances and hazardous waste, and water-borne and canal debris,



derelict vessels and beach sand or sea weed. Our experience in Florida, both on debris monitoring projects and as State of Florida DEM Public Assistance Coordinators and Debris Specialists allows us to assure our clients that all debris removed from the City's ROW's, facilities, waterways, canals, beaches, marinas, parks or other areas will be done in strict compliance with FEMA, NRCS and FHWA eligibility guidelines for reimbursement.

Our priority is to protect the client's interests and federal funding by ensuring that all work to remove hazardous debris from public rights-of-way and properties (or if necessary from private gated communities or private roads) is done in accordance with FEMA and FHWA funding eligibility guidelines, or that prior permission is granted to perform work outside of general federal guidelines. As such, Witt O'Brien's will coordinate closely with FEMA debris specialists in the field to pre-validate these types of debris before removal takes place, and will document – with digital photographs, GPS coordinates, logs and reports – the locations and eligibility of these types of storm debris. Types of debris requiring special monitoring techniques include:

- Tree Stumps
- Hanging Tree Limbs
- Leaning Trees
- White Goods
- Home Electronics
- Cars and Boats
- Hazardous Waste
- Water-borne
- Private Property
- Demolition and debris removal programs
- Parks, marinas, golf courses, airports, utilities
- Federal Aid System roadway debris
- Utility poles, transformers, lines
- Beach debris, sand and seaweed

Mapping and GIS Applications

Witt O'Brien's monitors and Field Supervisors will map out where debris remains, locate 'hot spots' for immediate collection, mark ineligible debris piles and track progress for pass completions and debris removal zone closures. This information can be used by the government's debris management staff to track progress and provide updates to the media, elected officials and the public, or to approach FEMA about eligibility issues. Our mapping services incorporate state of the art technology and can be tailored to any specifications requested, including GIS applications. Debris collection data can be used to update neighborhood or zonal maps daily, and Witt O'Brien's can assist with the development of a web-based mapping system to upload to an internet site.

FHWA / FEMA Cost Segregation

As FEMA will not reimburse expenditures for the removal of debris which are eligible for funding under any other federal or state disaster recovery grant programs, it is imperative from the beginning of the debris project to track and document costs accurately and separately - in particular for the FHWA Emergency Relief (ER) Program. During pre-event planning meetings, Witt O'Brien's will work with the City to review FHWA debris removal guidelines and identify roadway sections within the affected jurisdiction that are designated as



part of the Federal Aid System. Our monitors will be supplied with maps which clearly delineate Federal Aid System roads and will track first pass debris clearance and removal costs from these roads carefully. Witt O'Brien's will provide a summary and backup documentation of FHWA-eligible costs, sufficient to support ER Program debris removal claims.

Residential Debris Drop-off Site Management and Monitoring

If the City decides to implement such a program, Witt O'Brien's will set up, manage and monitor debris drop-off sites where local residents may bring storm debris themselves. We will work with the Parks or Public Works Departments to identify suitable sites, set up segregated disposal areas for different types of debris and provide staff to:

- Develop public announcements about site locations, hours and disposal criteria;
- Verify residency for each visitor and maintain a log;
- Verify that only storm debris is disposed of at the site;
- Track and record volumes and types of debris;
- Ensure that recyclables are segregated;
- Ensure that any Household Hazardous Waste is handled and stored properly; and
- Monitor the hauling of debris to final disposal and issue load tickets.

Damage Tracking and Reporting

Witt O'Brien's often implements a Contractor Damage Reporting and Remediation Program, to track damages caused to private and public property by the debris removal contractors. Each incident will be documented with photographs, logged on damage/incident reports and called into Field Supervisors. The Debris Manager or his designated representative will be informed of the incident and a report of each damaged facility will be given to the City and the debris removal contractor. Field Supervisors will follow up to verify that remedial action was taken by the debris removal contractor in an appropriate timeframe. If electric, water, phone or cable TV utilities are damaged, Witt O'Brien's will contact the proper utility authority and report the damages immediately to the City. If the damages result in immediate or grave safety concerns, we will also alert the Police, Fire or Public Works departments, as the situation warrants.

Daily Meetings and Status Reports

Our Project Manager and/or Deputy Project Manager will attend daily meetings with the City's Debris Manager and the debris removal contractors' management and operational staff to coordinate scheduling, resolve problematic issues and make any adjustments required to debris removal, reduction and disposal operations in order to enhance safety, control costs, increase efficiencies or better comply with FEMA guidelines. Daily detailed summaries of the previous day's debris removal activities and data will be provided to the Debris Manager by 10 A.M. which will contain, at a minimum, the following information:

- Daily and running summaries of the quantities and types of debris collected;
- Operation times of all debris loading trucks and debris management sites;
- The number of trucks operating daily;
- The number of Witt O'Brien's debris monitors working daily;
- Progress by area or zone and estimates of remaining debris; and
- Amounts of reduced debris removed from temporary sites and hauled to final disposal.

Ineligible Debris Notification

Witt O'Brien's will also implement a program to identify and document debris which is not eligible for removal funding from FEMA or FHWA. Monitors and Field Supervisors - trained in FEMA eligibility guidelines - will document, photograph, map and mark ineligible debris, providing detailed reasoning for its ineligibility and may place 'door hanger' notification at residences to explain why the debris was not collected by the removal contractors and what they can do. Roving monitors will also be deployed to support this program and will consult with FEMA field staff regularly on matters of debris eligibility on behalf of our client.

Private Property and Demolition Program Support

Entering on to private property for the purposes of collecting storm debris is generally not allowable, either by local ordinance or federal reimbursement programs. However, when

destruction is widespread and FEMA renders permission, the City may take the initiative to enter private property after signed Right of Entry (ROE) agreements have been executed. Witt O'Brien's has extensive experience in implementing, managing and monitoring ROE programs and we will assist the City in identifying private properties which may be eligible for debris removal, work with FEMA to ensure that local ordinances and proper procedures are followed and secure ROE agreements from local residents. If demolition of private or public structures is warranted, Witt O'Brien's will also guide the City in the proper implementation, documentation and monitoring of that program.

Automated Debris Management System (ADMS)

Witt O'Brien's has developed a state-of-the-art electronic, paperless load ticketing system which automates the tracking, documentation and quantification of disaster debris. Our electronic, "ticketless" system collects data in the field through the use of Hand Held Units (HHU) which monitors use to capture data on each debris load. The system allows automatic integration of GPS/GIS information and streamlines the documentation and data collection process. Rather than handling paper tickets, collection truck drivers carry encrypted smartcards which are scanned by the HHU at debris collection sites and again at the tower, where a receipt is printed out for each load.

Truck certification and measurement information is easily verified via this system. Data from HHU's can be wirelessly transmitted to our secure central server, downloaded into our data base and made readily accessible to our Project Manager or the client in the form of real-time situational and status reports, or raw data. All of the standard information collected on traditional paper load tickets is captured electronically and integrated into our proprietary data base seamlessly, and is readily available for review, report generation or access via a website. Paperless electronic ticketing may provide added benefits in the form of increased data management and reporting efficiencies, integrated GPS/GIS capabilities and reduced opportunities for fraud or errors to occur.

Regardless of the type of ticketing system the City chooses to use, Witt O'Brien's can warrant that our database of debris volumes, types, locations and removal costs will be sound, secure, and accurate and will allow the City and FEMA to easily review, validate and audit the project.



Our HHU's are Motorola MC75 3.5G Worldwide Enterprise Digital Assistant (EDA) Cell phones with push-to-talk (PTT), integrated GPS, superior sensitivity and tracking capabilities, 1D and 2D bar code scanning, a high resolution color camera, 3.5G wireless WAN (WWAN), wireless LAN (WLAN), wireless PAN (WPAN) and IrDA




OUR ADMS MEETS OR EXCEEDS USACE REQUIREMENTS

Benefits of ADMS Technology

| TRADITIONAL PAPER TICKETS | AUTOMATED DEBRIS MANAGEMENT SYSTEM |
|---|--|
| Lost or damaged tickets | Information and data collected as source |
| Illegible, incomplete or inaccurate tickets | Fewer data entry errors or missing information |
| Manual data entry slower and more costly | More efficient with data entry labor costs eliminated |
| Delayed access to information and data | Quicker data reconciliation with invoices and real time summary reports and running projections |
| Difficult to reconcile discrepancies between monitoring contractor, debris removal contract and subcontractors data | Reconciliation of invoices and backup data faster and more accurate |
| Data entry and security problems and issues | Better internal controls, secure data transfer and permanent data storage on redundant servers |
| Fraud and graft difficult to stem | Opportunities for fraud reduced or eliminated |
| Mapping of debris collection cumbersome and slow | GPS locating of each truck load and automated GIS data integration and mapping |
| Validation and documentation of special debris types cumbersome and slow | Automatic link of GPS and GIS data, and photos, to each load, tree stump, hanging limb, leaning tree, vessel or other type of debris requiring validation for FEMA reimbursement |



| | | |
|--|-----------------------------|----------------------------------|
| Load Ticket | | Ticket Number : 0461076890000000 |
| | | Ticket Type : Haul Out |
| Contract : PB Debris Remova... | | Incident : Hurricane Blyth |
| Contractor : Paul Bunyan | | |
| Vehicle Information | | |
| Vehicle No. : PB-4765 | Driver: Paul Jones | |
| Vehicle Sub Contractor : Paul Bunyan | | |
| Loading Information | | Date Time : 8/28/11 5:55 AM |
| Load Site : Pick Up 1 | GPS : | |
| Zone : Zone 2 | | |
| Load Location/Address : 555555 | Alderman St, Allen Park Rd | |
| Category : Debris | Type: Mulchable/Burnable/No | |
| Henry Lee | <i>Henry Lee</i> | |
| Monitor Name | Monitor Signature | |
|  | | |


Load Tickets

If the City prefers to use traditional paper load tickets, these will serve as the basis for payment to the removal contractors and will be handled and managed by Witt O'Brien's carefully. Load tickets will document and certify the loading location of the debris, its eligibility under FEMA guidelines and its type and quantity. Our Field Supervisors will manage quality control over the proper completion of the load tickets with all required information and ensure that tickets are organized, secured, sorted, recorded, compiled and distributed each day. Each ticket will contain the following information:

- Prime, sub-contractors' and client's names
- Truck driver's name
- Truck number on the certification placard
- Time and date of both the loading and disposal of the debris
- Loading location (street name, nearest intersection and debris zone)
- Type of debris (i.e., vegetative, C&D, mixed, stump, hangers, leaners, white good, etc.)
- Diameter of tree stump
- Certified volumetric capacity of the truck in cubic yards
- Estimated percentage of capacity for the load
- Disposal site name or location
- Monitors' names and signatures for loading and disposal
- Ticket number (preprinted sequentially)
- Disaster number or name
- Federal Aid Roadway or other
- Pass number if on Federal Aid Roadway

Load Tickets will be in five carbonless copy parts:

- Part 1** – Disposal Site Monitor (Client Copy)
- Part 2** – Driver or Contractor's on-site representative (Contractor Copy)
- Part 3** – Driver or Contractor's on-site representative (Contractor Copy)
- Part 4** – Driver or Contractor's on-site representative (Contractor Copy)
- Part 5** – Load Site Monitor (Witt O'Brien's Copy)

| | | |
|--|---|--------------------------|
|  | | Ticket No. (pre-printed) |
| CONTRACT INFORMATION | | |
| Client/Project Name: _____ | | |
| Hauling Contractor: _____ | | |
| TRUCK INFORMATION | | |
| Truck No.: | Certified Capacity: | |
| Sub/Hauler: | Driver: | |
| LOADING INFORMATION | | |
| Date: | Time: | |
| District/Zone: | First Pass Federal Aid Road: <input type="checkbox"/> | |
| Load Location/Address: _____ | | |
| GPS: Lat. | Long. | |
| Load Monitor Signature: _____ | | |
| Print Name & Number: _____ | | |
| DEBRIS INFORMATION | | |
| <input type="checkbox"/> Vegetative / Burnable | <input type="checkbox"/> White Goods / Hazardous | |
| <input type="checkbox"/> C & D / Non-Burnable | <input type="checkbox"/> Tree Stump | |
| <input type="checkbox"/> Mixed (Woody & C & D) | <input type="checkbox"/> Diameter _____ | |
| | <input type="checkbox"/> Other _____ | |
| DISPOSAL INFORMATION | | |
| Time: | Dumpsite: | |
| Load Est. (%) | x Max. Capacity | = Cu. Yds. |
| Site Monitor Signature: _____ | | |
| Print Name & Number: _____ | | |
| Comments | | |
| <small>White: Client Green: O'Brien's Yellow: Contractor Pink: Hauler Gold: Client</small> | | |

Witt O'Brien's will organize tickets by date and number and at the completion of the project will provide a full set of original (Part 1) tickets as well as scanned copies of each. All voided or lost tickets will also be logged for auditing purposes.

Data Management and Reporting

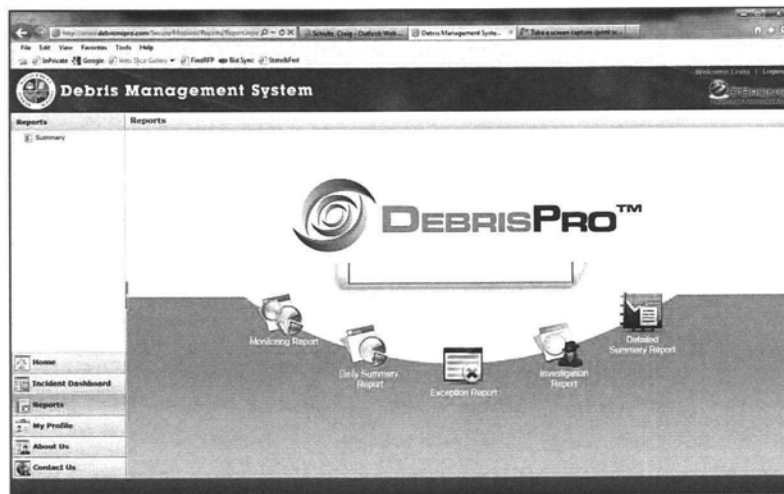
Managing the large quantity of data generated by the debris project is perhaps our most vital role. On a daily basis, Witt O'Brien's will produce, manage and organize all project documents and enter data from the load tickets into our proprietary **DebrisPro™** data management system, which is allows secure, automated, wireless data entry from our Hand Held Units, is self-reconciling, provides quality assurance/quality control and:

- Ensures proper storage and organization of debris collection data;
- Links and sorts data to any parameter – contractor, truck, DMS, date range, type of debris;
- Associates photos of debris with load tickets;
- Streamlines record reconciliation of each load of eligible debris; and
- Provides customized daily, weekly, monthly or total project summary reports, showing running totals and daily metrics.


Witt O'Brien's makes it a priority to manage load tickets correctly and produce accurate electronic data-base files of all pertinent information on the load ticket, which are then used to reconcile our records against those of the debris removal contractor and to certify approval of the removal contractor's invoices. We take our data collection and management responsibilities seriously and can assure our clients that our proven system will provide accurate and timely results.

Witt O'Brien's has developed its own "Debris Tracker" data management software program, into which all load ticket and truck certification data is entered by our staff daily. Scanned copies of the load tickets, as well as photos of unique debris (such as leaning trees, stumps, hanging limbs, boats, etc.) are entered, and final data reports are generated to show project status and running totals for any set of parameters.

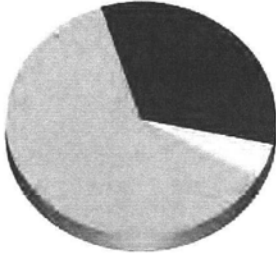
Secure Web-Based Data Management System



Sample Load Ticket Exception Report

| | |
|--|---|
| Exception Report | Monday, April 30, 2012 |
| Demo Client ORM DEMO Site Test Declaration ORM DEMO |  |

Exception Summary



- Missing Rate List
- Missing Rate
- Needs Reconciliation
- Marked As Void
- Marked As Ineligible
- Marked As Exception Incomplete

Statistics


| Item | Count |
|------------------------|-------|
| Missing Rate List : | 0 |
| Missing Rate : | 13 |
| Needs Reconciliation : | 0 |
| Marked As Void : | 7 |
| Marked As Ineligible : | 0 |
| Marked As Exception : | 0 |
| Incomplete : | 1 |

| Missing Rate - Statistics | | | | | |
|---------------------------|--------------------|-----------------|-------------|-------------|-------------|
| Load Ticket Number | Contract | Debris Category | Debris Type | Pickup Site | Drop Site |
| 6461265650000000 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461262780000000 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461260430000000 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461259630000000 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461258930000000-1 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461254760000000 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461252160000000 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461128710000000 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461260790000000 | Test Debris Hauler | Right of Way | Leaners | ROW | |
| 6461250040000000 | Test Debris Hauler | Right of Way | Leaners | ROW | |
| 6461245110000000 | Test Debris Hauler | Right of Way | Leaners | ROW | |
| 6461222140000000 | Test Debris Hauler | Right of Way | Leaners | ROW | Central DMS |
| 6461428360000000 | Test Debris Hauler | Right of Way | Veg | ROW | |

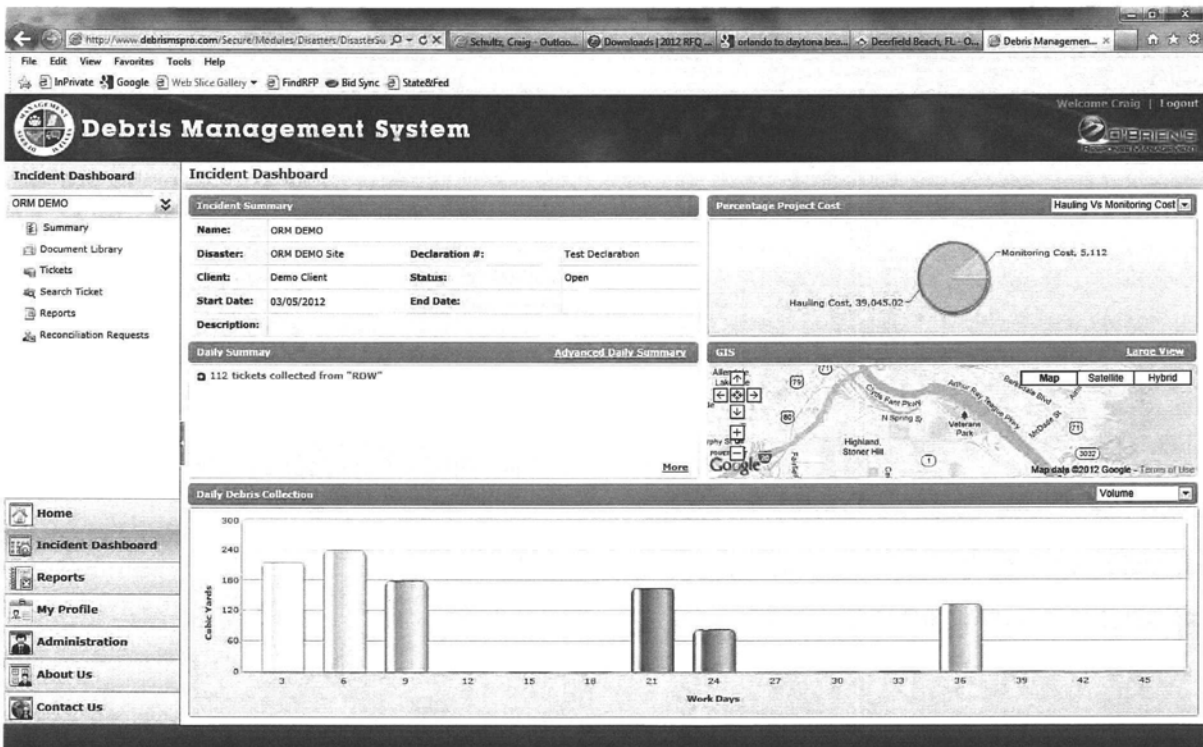
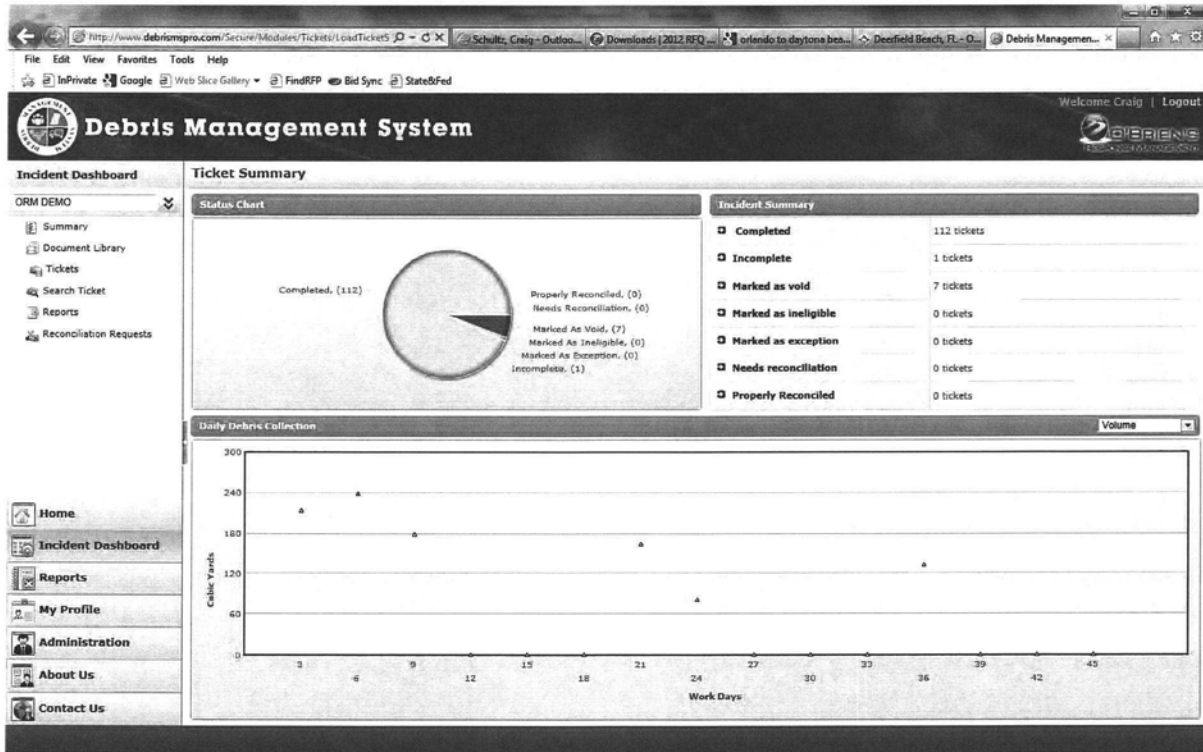
| Marked as void - Statistics | | | | | |
|-----------------------------|--------------------|-----------------|-------------|-------------|-------------|
| Load Ticket Number | Contract | Debris Category | Debris Type | Pickup Site | Drop Site |
| 6461222140000000-1 | Debris Monitoring | Gated Community | C & D | ROW | Central DMS |
| 6461239270000000-1 | Debris Monitoring | Gated Community | C & D | ROW | Central DMS |
| 6461023430000000-1 | Test Debris Hauler | Right of Way | Hangers | ROW | |
| 6461258930000000-1 | Test Debris Hauler | Right of Way | Veg | ROW | |
| 6461717130000000-1 | Test Debris Hauler | Right of Way | Hangers | ROW | |
| 6461650060000000-1 | Test Debris Hauler | Right of Way | Hangers | ROW | |
| 6461650060000000-2 | Test Debris Hauler | Right of Way | Hangers | ROW | Central DMS |

1 of 2

Sample Detailed Debris Summary Report

| Detailed Summary - Project Status Report | | | | Monday, April 30, 2012 |
|---|-------------|-------------------|---|------------------------|
| Demo Client | | |  | |
| ORM DEMO Site Test Declaration ORM DEMO | | | | |
| Ticket Collection Statistics | | | | |
| Ticket Number | Debris Type | Charge By | Quantity | Cost |
| 5001 | Leaners | Per piece by size | 3.00 Inches | 10.00 |
| 6461006100000000 | Hangers | Per piece | 0 | 85.00 |
| 6461010930000000 | Hangers | Per piece | 0 | 85.00 |
| 6461012700000000 | Hangers | Per piece | 0 | 85.00 |
| 6461015810000000 | Leaners | Per piece by size | 14.00 Inches | 585.00 |
| 6461018940000000 | Leaners | Per piece by size | 15.00 Inches | 585.00 |
| 6461019430000000 | Leaners | Per piece by size | 16.00 Inches | 585.00 |
| 6461020020000000 | Hangers | Per piece | 0 | 85.00 |
| 6461020860000000 | Hangers | Per piece | 0 | 85.00 |
| 6461021870000000 | Hangers | Per piece | 0 | 85.00 |
| 6461045850000000 | Hangers | Per piece | 0 | 85.00 |
| 6461064740000000 | Hangers | Per piece | 0 | 85.00 |
| 6461068490000000 | Hangers | Per piece | 0 | 85.00 |
| 6461069740000000 | Hangers | Per piece | 0 | 85.00 |
| 6461091870000000 | Leaners | Per piece by size | 27.00 Inches | 585.00 |
| 6461090600000000 | Leaners | Per piece by size | 26.00 Inches | 585.00 |
| 6461089690000000 | Leaners | Per piece by size | 25.00 Inches | 585.00 |
| 6461174920000000 | Leaners | Per piece by size | 28.00 Inches | 585.00 |
| 6461224510000000 | Hangers | Per piece | 0 | 85.00 |
| 6461290790000000 | Veg | Volume | 48.02 Cubic Yards | 1320.5500 |
| 6461266870000000 | Veg | Volume | 36.75 Cubic Yards | 1010.6250 |
| 6461265650000000 | Veg | Volume | 0 Cubic Yards | 0 |
| 6461264980000000 | Hangers | Per piece | 0 | 85.00 |
| 6461263760000000 | Hangers | Per piece | 0 | 85.00 |
| 6461262780000000 | Veg | Volume | 0 Cubic Yards | 0 |
| 6461260430000000 | Veg | Volume | 0 Cubic Yards | 0 |
| 6461259630000000 | Veg | Volume | 0 Cubic Yards | 0 |
| 6461257680000000 | Hangers | Per piece | 0 | 85.00 |
| 6461255650000000 | Hangers | Per piece | 0 | 85.00 |
| 6461254760000000 | Veg | Volume | 0 Cubic Yards | 0 |
| 6461252160000000 | Veg | Volume | 0 Cubic Yards | 0 |
| 6461011720000000 | Hangers | Per piece | 0 | 85.00 |
| 6461011320000000 | Hangers | Per piece | 0 | 85.00 |

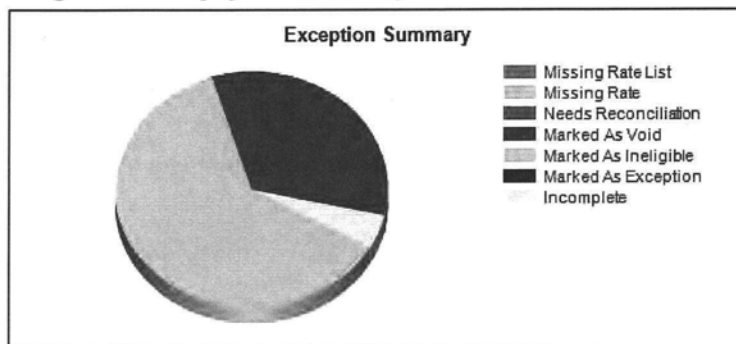
Web-based Data Management System - Screen Shots



Invoice Reconciliation and Final Payment Approval

Witt O'Brien's will reconcile each of the debris removal contractor's invoices and backup documentation with our independently maintained data base of debris quantities and project costs. First, we will ensure that all costs presented on the invoices conform to the removal contract's scope of work, unit prices, performance parameters and timelines. We will then inspect and audit the invoice backup documentation to assure that it reconciles with our own data base for the specified time frame and work.

Any discrepancies will be brought to the attention of the City immediately, in the form of an Invoice Discrepancy Report. Witt O'Brien's will coordinate with the contractor to resolve any discrepancies or disputes and, upon resolution, provide the client with a final reconciliation and payment approval report/letter, highlighting the target date for payment and any retainer or other fees that may be outstanding. Included with this payment approval report is a complete load ticket summary from our data base to support the invoice amount, as well as details of any adjustments or corrections which had to be made. At the completion of the project, Witt O'Brien's will produce a final debris removal invoice summary report.



Final Disposal Confirmation and Documentation

Witt O'Brien's will assist in confirming that all eligible storm debris is disposed of in a manner and at a site which conforms to State, Federal and Local regulatory guidelines. Our monitors will inspect loads of reduced debris leaving the temporary Debris Management Sites, issue a load ticket to each truck and maintain a log of ticket numbers and volumes. If requested, we will also position monitors at the final disposal landfill or other designated sites to record tare weights and document disposal costs. If final disposal sites other than established landfills are to be used, we will confirm that all of the required documentation and environmental permits are in place and that State, Federal and local authorizations are secured. We will also coordinate with FEMA, State and local environmental agencies to ensure the integrity and regulatory compliance of all final disposal activity.

Federal Program Compliance and Technical Support

Our extensive experience with all federal disaster recovery funding programs enables us to ensure that the debris removal project is performed in compliance with FEMA and FHWA reporting requirements, as well as federal, State or local environmental and safety regulations. Our FEMA Program Specialist will monitor FEMA and FHWA policy developments or modifications throughout the project and notify the Debris Manager if important changes occur or if pertinent Disaster

Specific Guidance is issued. Permission to deviate from FEMA guidelines shall be sought in writing from the on- scene FEMA debris specialist before Witt O'Brien's will provide load tickets to the removal contractors for such work. Our Project Managers and FEMA Grants Specialists are highly familiar with the guidance found in these FEMA and FHWA publications and will ensure that all work and documentation complies with them:

- FEMA 321 - Public Assistance Policy Digest
- FEMA 322 - Public Assistance Guide
- FEMA 323 - Applicant Handbook
- FEMA 325 - Debris Management Guide
- FEMA 327 - Debris Monitoring Guide
- FEMA 329 - Debris Estimating Guide
- FEMA 9580.203 - Debris Monitoring
- FEMA 9523.13 - Debris Removal From Private Property
- FEMA 9580.201 - Debris Contracting Guidance
- FEMA 9523.5 - Debris Removal from Waterways
- FEMA 9580.204 - Documenting and Validating Hazardous Trees, Limbs and Stumps
- FHWA Emergency Relief Manual

Documentation of project costs maintained by Witt O'Brien's will meet or exceed Federal and State agency requirements, to ensure that all FEMA, FHWA and other disaster response and recovery claims are properly documented and able to withstand close scrutiny during the final inspection and closeout process. Our consultants are also qualified to prepare Category A (debris removal and monitoring), debris-related Category B (debris clearance) FEMA Project Worksheets and FHWA Detailed Damage Inspection Reports. If appeals to FEMA decisions are necessary, we will assist in the drafting of those as well.

FEMA / FHWA Program Reimbursement Guidance

Our FEMA / FHWA Program Consultant will serve as a cost recovery specialist who will work to maximize federal funding opportunities through compliance with FEMA and FHWA guidelines and the identification of all eligible response and recovery expenses. Our consultant will be most valuable at the beginning of the project (to estimate project costs, assist with Immediate Needs Funding requests, validate debris eligibility, ensure proper documentation of clearance and removal costs, consult with FEMA and FHWA to facilitate eligibility determinations, prepare estimated Project Worksheets and Detailed Damage Inspection Reports, etc.), and at the tail end (to finalize debris removal and disposal costs, prepare Project Worksheets and FHWA DDIR's, work with FEMA to resolve any extant issues, prepare any necessary appeals, etc.). Our priority is always to protect the client's federal funding and we are prepared to offer expert financial recovery and programmatic guidance towards that end, for the debris project or any of the City's disaster response, mitigation or repair and recovery projects.



Quality Assurance / Quality Control Program

Witt O'Brien's is committed to customer service and project success. At the core of our debris monitoring project management approach is a tested system for ensuring that our staff are performing at optimal levels and meeting our high standards. The accurate completion of load tickets is perhaps the most important element of our quality control program. Our supervisory personnel are trained to focus sharply on ticket completeness and accuracy from the first day of the program, by spot checking tickets in the field, reviewing them at the inspection towers and debriefing monitors at the end of the day to assess their performance and identify any issues. Our tower monitors and data entry staff also remains vigilant to load ticket errors or omissions and quickly report them to field supervisors, who in turn contact monitors and take corrective measures.

We also diligently monitor other performance parameters throughout the project to assure quality, such as the work of our data entry staff, field monitors and supervisors. Periodically, a Witt O'Brien's project analyst will also perform internal project inspections on our documentation and data management functions to ensure full compliance with company standards, the local's requirements and federal reimbursement guidelines – in order to intercept and swiftly correct any potential deficiencies. Our Project and Operation Managers focus on the quality and integrity of these project elements to ensure that performance and customer service goals are met:

- Load ticket accuracy, completeness and management,
- Monitor training,
- Contractor scope of work compliance,
- Monitor performance,
- Management of our field personnel,
- Truck measurement accuracy ,
- Accuracy of load calls at the towers,
- Debris eligibility assurance,
- Ineligible debris tracking,
- Mapping and tracking of debris removal progress,
- Safety training and assurance,
- Contractor invoice reconciliation,
- Data entry and management,
- Witt O'Brien's monitoring cost documentation and invoicing,
- Documentation of debris removal costs,
- FEMA and FHWA compliance,
- Damage reporting and remediation tracking,
- Internal auditing and project inspection,
- Cost controls and waste avoidance, and
- Accuracy and timeliness of daily reports

Health and Safety Program

One of our primary responsibilities to our clients, our own staff and the public is to remain vigilant for ways to avoid accidents and enhance safety. We take safety seriously and work with our clients and the removal contractors on ways to make sure that all debris removal and monitoring operations are conducted in the safest manner possible. Our supervisory and monitoring staff will be trained in our internal safety guidelines for monitoring projects, which includes:

- Daily safety inspections at temporary debris sites to ensure that fire suppression equipment, first aid kits, eye flush materials and other safety equipment is on hand, that the contractors are operating in safe manner and that OSHA safety guidelines posters are prominently displayed;
- Supervisors carry first aid kits in the field and stress safety issues;
- Monitors are required to call Supervisors in the event of safety program violations;
- All monitoring personnel are required to wear hard hats, steel toed boots, safety vests and eye protection (at DMS) and to remain a safe distance from loading equipment and activities;
- Trucks are inspected before leaving the loading sites to ensure that debris is properly loaded and is not protruding or hanging out of the truck in a dangerous manner;
- Witt O'Brien's will document and report any serious unsafe activities or conditions witnessed in the field and halt debris operations until corrective measures are taken.

Project Cost Control Measures

Throughout the debris project our Project Manager will work closely with the client's debris management team to make sure that debris removal is expedited and that monitoring costs are managed and contained to a level generally consistent with FEMA "reasonable cost" guidelines and criteria for reimbursement, through such means as:

- Coordinating closely with the removal contractors to minimize idle time and expedite debris collection;
- Mapping of debris to increase collection efficiencies and streamline scheduling;
- Reporting inefficiencies and making recommendations for improvement;
- Implementing a communication system to coordinate monitor-contractor field operations;
- Planning project deadlines, target dates, goals and closure procedures to streamline operations;
- Consulting regularly with FEMA debris specialist to resolve contentious issues and avoid costly project delays;
- Devising and assisting in the dissemination of public information about debris collection schedules, routes and preferred debris curbside set-out and separation methods; and,
- Ensuring that daily staffing levels do not exceed operational requirements.

Documentation of Disaster Debris Removal Costs

The proper documentation of debris removal work and costs is critical to maximizing federal reimbursements and Witt O'Brien's is better prepared than any other debris monitoring firm to provide expert, FEMA compliant documentation services. All data collected from the field –

including debris load tickets, monitor logs, debris management site tower logs, supervisor logs, photographs, damage claim forms and any other documentation – will be digitally scanned by Witt O'Brien's.

At the completion of the project, or upon request at any stage of the project, Witt O'Brien's will provide a complete set of hard-copy as well as electronic documents to support all project costs and debris eligibility claims. Costs for our monitoring services will also be clearly and thoroughly documented with our invoices, time sheets and summary work reports. Our deep familiarity with FEMA, HUD, FHWA, NRCS and other disaster recovery funding programs, stemming from years as serving as the State of Florida's primary disaster management consulting and training firm, allows us to ensure that all project costs will be documented correctly.

Final Deliverables

At the conclusion of the debris project, Witt O'Brien's will provide all documentation of debris clearance, removal, management, reduction, disposal and monitoring costs, sufficient to fully and accurately support federal grant program claims, including but not limited to:

- Original load tickets, sorted and bound by date (if ADMS not used)
- Electronic data base of all tickets – online via our *DebrisPro* system and in Excel format
- Load ticket summary – printed and electronic versions,
- Daily Debris Management Site tower monitor logs,
- Lists of all Witt O'Brien's monitoring staff with signatures, initials and ID number,
- Binders with damage reports, repairs made and any releases,
- Binders with incident reports and final resolution,
- Map books boxed by pass with daily logs,
- List of any lost or voided load tickets,
- List of ineligible debris with addresses and locations,
- Final "After Action" project report and recommendations,
- Draft FEMA Category A Project Worksheets (if requested),
- Draft FHWA DDIR's (if requested),
- Copies of all contractor invoices and payment approval letters,
- All photographs of contractor-damaged property and unique debris which was removed, such as tree stumps, leaning trees, hanging tree limbs or hazardous materials,
- Electronic "PDF" scans of all documentation supporting debris removal and monitoring expenditures.

After Action Report

We will produce a final "After Action Report" within thirty days of the completion of debris removal operations (including closure and remediation of the temporary debris management sites). This report will be a comprehensive "lessons learned" overview of the debris project from start-up to site closures, and will detail major elements of the project, highlight successes and issues encountered, quantify the final amount of debris by type, assess response and recovery

performance and make recommendations for future events and debris management planning efforts. This report will serve as the basis for subsequent coordination and planning meetings.

Hurricane Debris Forecast and Staffing Plan

While the City is vulnerable to several types of debris generating events, hurricanes represent the most likely scenario. Using US Army Corps modeling methodologies designed to forecast hurricane debris based on storm size and the City's demographic and geographic profile, we can roughly (+/- 30%) estimate the number of cubic yards of debris anticipated for each category of hurricane and the level of staffing we might expect to deploy on each size project for a sixty-day completion schedule.

Hurricane Debris Forecast Model (USACE)

| Debris and Staffing Forecast for Hurricane Events | | | | | | |
|---|-------------------------------------|---------------------|--|----------------------------------|--------------------------------|----------------------|
| Hurricane | Forecast CYs of Debris ¹ | Truckloads @ 40 CYs | Trucks for 60 day Project ² | Collection Monitors ³ | Field Supervisors ⁴ | Debris Site Monitors |
| Category 1 | 29,552 | 739 | 1 | 1 | 0 | 2 |
| Category 2 | 118,208 | 2,955 | 4 | 4 | 1 | 2 |
| Category 3 | 384,176 | 9,604 | 12 | 14 | 1 | 2 |
| Category 4 | 738,800 | 18,470 | 23 | 28 | 3 | 3 - 4 |
| Category 5 | 1,182,081 | 29,552 | 37 | 44 | 4 | 4 - 6 |

Notes and Assumptions

- 1) Based on estimate of 85,061 households in 2010 (US Census Bureau).
- 2) 10 Loads per day / seven days a week.
- 3) Based on 1.2 monitors per collection crew to account for trucks loaded by bobcats and front-end loaders and 2 monitors for each bucket truck removing hanging limbs. Also assumes 60 day time frame, though this would be extended for larger events, reducing the number of trucks and monitors needed.
- 4) FEMA recommended 1:10 ratio of Supervisors to monitors.

Debris Forecast by Type / Debris Management Site Acres

| Cat. | Forecast Debris by Type | | | | | DMS Acres Required * | | |
|------|-------------------------|---------|---------|---------|-----------|----------------------|----------|----------|
| | Vegetative | Metal | White | C&D | Total | 1 Cycle | 2 Cycles | 3 Cycles |
| 1 | 26,597 | 296 | 296 | 2,364 | 29,552 | 3 | 2 | 1 |
| 2 | 94,566 | 5,910 | 5,910 | 11,821 | 118,208 | 12 | 6 | 4 |
| 3 | 249,715 | 26,892 | 26,892 | 76,835 | 384,176 | 40 | 20 | 13 |
| 4 | 369,400 | 73,880 | 73,880 | 221,640 | 738,800 | 76 | 38 | 25 |
| 5 | 472,832 | 118,208 | 118,208 | 472,832 | 1,182,081 | 122 | 61 | 41 |

* Based on USACE and FEMA guidelines and recommendations for debris segregation requirements, buffer zones, roadways, fire safety, towers, etc.

Project Plan Timeline

| Project Management Plan Summary and Timeline | | |
|---|---|--|
| Task | Time Frame | Scope of Work |
| Pre-Event Coordination, Planning and Training | Prior to Storm Season or an anticipated event | Train client's debris staff; review/revise debris management plan; review ordinances and codes. |
| Post-Event Project Management | 24 – 48 Hours from a Notice to Proceed | Coordinate with client, debris removal contractors, FEMA, State; Devise Action Plan. |
| Damage Assessments and Debris Quantity Estimations | 24 – 48 hours in | Coordinate with FEMA, State and Client to scout affected area and document damages; estimate debris quantities and removal costs' identify hazardous and dangerous debris for immediate removal. |
| Debris Clearance Coordination and Monitoring | First 70 hours of clearance work | Prioritize roads, facilities and areas for initial debris clearance; document T&M contract work and force account expenses. Track costs for Federal Aid roads separately. |
| Truck Measurement and Certification | Initiated within first two days and continued as needed | Measure capacity, mark, certify, log, photograph collection trucks as they arrive on scene; Periodically "spot check" trucks for compliance and accuracy of volume measurement to reveal and deter tampering. |
| Health and Safety / Quality Assurance Program | 48 – 72 hours | Initiate Health and Safety awareness and compliance program; ensure debris sites and personnel are equipped with proper safety gear; Implement Quality Assurance program to ensure contract compliance and maintain performance standards and goals. |
| Public Information | First two weeks | Establish Debris Hotline phone center to field questions from residents and record complaints; devise and disseminate information about debris removal program requirements and timelines. |
| Hire and Train Local Debris Monitors | 48 hours in and as needed for duration of project | Recruit, screen and train locally hired monitoring, clerical and administrative personnel |
| Debris Management Site Establishment and Staffing | 48 – 72 hours | Inspect sites, document conditions, secure permits, prepare safety report, coordinate set-up with contractors; Staff each DMS with at least 2 experienced and trained monitors to assess load |

Project Management Plan Summary and Timeline

| Task | Time Frame | Scope of Work |
|---|--|--|
| | | volumes and inspect debris. |
| Debris Collection Site Monitors | 48 – 72 hours | Pair monitors to collection crews and dispatch to debris removal sites as needed to complete and issue load tickets. |
| Field Supervisors | 48 – 72 hours | Deploy experienced Field Supervisors to oversee monitoring activities and implement quality assurance program at a ratio of 1:10. |
| Roving Monitors | 48 – 72 hours | Deploy roving monitors to locate, document and map special debris (hazardous, stumps, leaning trees, white goods, etc.); report on ineligible debris and contractor caused damages. |
| Federal Aid Roadway Debris Removal Program | Week 3 | Initiate the collection of debris from Federal Aid System roadways; track and document all costs separately for FHWA ER program. |
| Special Debris Program | 2 – 3 weeks in | Deploy specially trained and equipped monitors to document (with photos and GPS) the proper removal of special debris types (stumps, hanging limbs, leaning trees, hazardous waste, white goods, etc.) |
| Data and Document Management and Reporting | 48 hours in and for duration of project | Data collection, entry, management, and daily reporting; document collection, management, scanning and storage. |
| Contractor Invoice Reconciliation | Within 3 days of receiving invoices | Review contractor invoices and database for accuracy and reconcile with Witt O'Brien's independently maintained database; provide written discrepancy reports and payment approvals. |
| Final Pass Completion | Last weeks of debris collection operations | Publish public announcements of last pass schedules; Deploy roving monitors to confirm clearance of all roadways and map any remnants; Provide written confirmation of debris removal completion. |
| Mulch and Processed Debris Haul-out | Last two weeks | Monitor and document the removal of reduced and processed debris from DMS; Confirm final disposition of debris and document. |
| Debris Management Site Closure | After DMS cleared of debris | Document and confirm removal of all debris, equipment, towers and materials; document site restoration work and costs; confirm compliance |

Project Management Plan Summary and Timeline

| Task | Time Frame | Scope of Work |
|----------------------------|--------------------------------------|---|
| | | with environmental regulations. |
| FEMA Claims Support | For Duration of Project | Witt O'Brien's works with the Client, the State and FEMA from the initiation of the project to ensure that all eligible costs for debris removal are documented and submitted for reimbursement, including for Immediate Needs Funding estimates. |
| After Action Report | Within 30 days of project completion | Prepare a report detailing project specifics, highlights, data, lessons learned and recommendations for next event. |

Summary of Monitoring Services and Capabilities

Debris Monitoring Services Synopsis

| Task | Services and Capabilities |
|--------------------------------|--|
| Pre-Event Planning | <ul style="list-style-type: none"> ◆ Develop or update the Debris Management Plan ◆ Review and update Emergency Management Plans ◆ Identify Debris Management Sites ◆ Debris Forecasting and Scenario Modeling ◆ Table Top Exercise and Coordination with Contractors ◆ Coordinate with local municipalities ◆ Conduct training in debris management and Federal Programs ◆ Review current FEMA and FHWA policies and guidelines |
| Response Coordination | <ul style="list-style-type: none"> ◆ EOC Support and coordination ◆ Damage Assessments and Debris Estimations ◆ Attend FEMA Kick-off Meetings ◆ Prioritization of roads, facilities, properties for clearance ◆ Develop Debris Management Action Plan ◆ Track and document 70 hour First Push costs ◆ Establish Debris Management Center |
| Public Information | <ul style="list-style-type: none"> ◆ Develop, design, manage and implement a public information campaign about the debris project ◆ Establish and manage a debris "hotline" call center ◆ Distribute flyers and notices to the public about the project ◆ Develop and manage a debris information website |
| Truck Certification | <ul style="list-style-type: none"> ◆ Measure volumetric capacity of debris removal trucks ◆ Issue certification forms for each truck ◆ Photograph each truck and affix placard |
| Debris Management Sites | <ul style="list-style-type: none"> ◆ Identify Suitable Debris Management Sites ◆ Coordinate environmental authorizations ◆ Base-line data collection and soil sampling ◆ Manage site set-up, security and safety assurance |

Debris Monitoring Services Synopsis

| Task | Services and Capabilities |
|--|--|
| | <ul style="list-style-type: none"> ◆ Oversee site closure and restoration |
| Debris Collection Monitoring | <ul style="list-style-type: none"> ◆ Load Ticket completion and management ◆ Verification and certification of debris eligibility ◆ Safety assurance and monitoring ◆ Mapping of debris collection progress ◆ Identification of ineligible debris |
| Debris Site Monitoring | <ul style="list-style-type: none"> ◆ Assess volumetric quantities in trucks ◆ Complete and manage load tickets ◆ Monitor contractor activities and equipment usage |
| Private Property Debris Removal | <ul style="list-style-type: none"> ◆ Coordinate with FEMA for authorization ◆ Manage Right of Entry and Hold Harmless Agreements |
| FHWA ER Program Support | <ul style="list-style-type: none"> ◆ Track debris removal costs on Fed Aid roads separately |
| Mapping and Website Support | <ul style="list-style-type: none"> ◆ Map daily debris removal progress ◆ Manage GIS enabled website to display collection progress and schedules |
| Waterborne Debris | <ul style="list-style-type: none"> ◆ Pre-validate debris with FEMA ◆ Coordinate with NRCS, USCG or other agencies ◆ Marina, beaches, canals, navigable waterways, drainage systems ◆ Identify eligible debris and document locations ◆ Monitor and document debris removal ◆ Monitor and document sand sifting and seaweed removal ◆ Assist with "due diligence" and tagging of boats |
| Validation of Special Debris | <ul style="list-style-type: none"> ◆ Pre-validate stumps, hanging limbs and leaning trees ◆ Document locations with photographs and GPS ◆ White goods removal management |
| Hazardous Waste | <ul style="list-style-type: none"> ◆ Identify and ensure proper handling and segregation ◆ Document disposal |
| Debris Recycling | <ul style="list-style-type: none"> ◆ Identify recycling opportunities and markets |
| Data Entry and Management | <ul style="list-style-type: none"> ◆ Enter load ticket data daily ◆ Manage and organize data and produce daily reports ◆ Upload data daily to website |
| Daily Reports and Meetings | <ul style="list-style-type: none"> ◆ Produce daily project status reports on debris project ◆ Meet with client's representatives, FEMA, contractors |
| Contractor Damage Tracking | <ul style="list-style-type: none"> ◆ Document, report and track damages caused by contractors ◆ Follow up to ensure remediation |
| Invoice Reconciliation | <ul style="list-style-type: none"> ◆ Analyze contractors invoices and reconcile with ORM's independent database ◆ Approve payments on invoices ◆ Work with Contractor to resolve discrepancies |
| Contractor Compliance | <ul style="list-style-type: none"> ◆ Ensure that contractors are operating within scope or work ◆ Approve only FEMA-eligible debris removal work |
| Final Disposal Confirmation | <ul style="list-style-type: none"> ◆ Monitor and document debris final disposal ◆ Ensure that final destinations are properly permitted ◆ Track and document final disposal costs |
| After Action Report | <ul style="list-style-type: none"> ◆ Final report on all project details, issues, metrics with "lessons learned" and recommendations |

Debris Monitoring Services Synopsis

| Task | Services and Capabilities |
|--------------------------------------|---|
| Project Cost Documentation | ◆ Provide client with full set of original load tickets, reports, logs, photographs, tipping fee receipts, invoices, etc. |
| FEMA and FHWA Program Support | ◆ Identify and document damages and recovery costs ◆ Assist with preparation of federal claims ◆ Assist with appeals to FEMA or FHWA decisions ◆ Grants management for all response and recovery projects ◆ Prepare FEMA projects for final inspection and closeout |



Resources and Equipment

Witt O'Brien's is dedicated to preparing for a rapid response to all of our clients' disaster response and recovery needs and we maintain all of the supplies and equipment necessary to initiate a debris monitoring project in pre-packaged bundles at our office facilities and warehouses – ready for rapid deployment to any disaster area in the United States. We have everything we need for a major debris monitor project ready to mobilize on short notice, including:

- **Offices and Support Staff** – We have several offices throughout the Country from which we can draw project support staff, equipment and supplies or utilize for off-site tasks such as GIS analysis, data entry, payroll management, logistics, printing, etc.
- **Mobile Command Posts (4)** – Witt O'Brien's maintains four modified RV-style vehicles equipped with a generator, computers, printers, communication equipment and sleeping quarters, which allows our management team to deploy rapidly and to be self-sufficient for several days until base utility services have been restored to the disaster area.
- **ADMS Hand Held Units and Printers (120+)** – For paperless load ticketing and automated data management. We can acquire additional units as required on short notice.
- **Laptop and Desktop Computers (60)** - and Portable Servers and Printers ready to deploy.
- **Generators (5)** – to power computers and printers and recharge handheld devices.
- **Cell Phones** – All of Witt O'Brien's project management team members are issued company Blackberries with internet, email, voice and texting communication capabilities.
- **Handheld GPS Units (300)** - for precise recording of debris collection locations.
- **Digital Cameras (250)** - with large capacity memory cards and GPS tagging capability.
- **Safety Equipment** – hard hats, safety vests, traffic flags and cones, medical kits.
- **Office Supplies** – folding chairs and tables, file cabinets, staplers, folders, etc.
- **Field Supplies** – measuring tapes, spray paints, ladders, plastic boxes, batteries, etc.
- **Forms and Documents** – Load tickets, truck certification forms, truck placards, time sheets, tower monitor logs, incident reports, load ticket summary forms, etc.
- **Pre-identified Vendors Lists**– Prior to an event, Witt O'Brien's identifies local vendors of other equipment, supplies, services or facilities that may be needed, such as office or warehouse rental, tents, boats, hotel rooms, photocopier rental, ice and water suppliers, staffing agencies, automobile rental, etc.

We have 4 Mobile Command Units, pre-loaded with debris monitoring supplies and equipment and ready for rapid deployment to disasters anywhere in the Nation.



Rapid Response Assurance and Plan

Witt O'Brien's specializes in rapid response to incidents, emergencies and disasters. We preposition assets at our various offices, maintain pre-packaged mobilization packages in trailers and our Mobile Command Posts, keep core management staff on standby, maintain a national emergency call center 24 hours a day and coordinate with our debris monitoring clients closely during storm season to ensure that lines of communication are always open. We have responded to hundreds of incidents on behalf of clients, always within hours of the event, or, if we are requested to be on site prior to an anticipated event, we do that as well.

Witt O'Brien's response and mobilization to any disaster event is initiated by the clients "Notice to Proceed," and we have never failed to respond to any of our many clients, no matter how many contracts are activated simultaneously. Our organizational approach to any disaster event follows Incident Command System (ICS) protocols for communications, documentation, span of command and control, asset allocation and personnel mobilization and engagement. We standardize our response and project start-up procedures to ensure consistent and dependable results and regularly exercise response procedures to identify and rectify any deficiencies in the system prior to an actual activation.

Upon notification, we will activate initial response and project management personnel from our Fort Lauderdale which can be on site within 12 hours. Additional support staff will arrive as needed within 24 to 48 hours and local hiring and training of debris monitors will commence shortly thereafter.

Upon activation an Incident Management Team composed of a senior principal and regional managers oversees the call-up, mobilization, assignment and management of core project personnel and coordinates the logistics of equipment needs assessment, mobilization, transportation and set up. An internal Action Plan is developed for each team while communication protocols are initiated which require daily conference calls with core team members and senior management. Daily Situational Reports are prepared by each Project Manager, detailing staffing levels, client concerns, debris estimates and management issues and sent to our Vice President of Debris Services, who in turn consults with our Executive Vice President of Government Services regularly to ensure that each project is adequately staffed, equipped and operating up to our high standards of quality.

Minimum Response Timelines from Notice to Proceed

- < 24 Hours:** Rapid Response Team - Project Manager, Operations Manager, Clearance Monitors
- < 48 Hours:** Truck Certification Crew, Lead Supervisors, FEMA Program Consultant
- < 72 Hours:** Field and Site Monitors, Data Manager, Environmental Specialist
- < 96 Hours:** GIS Analyst, Data Entry Clerks, Billing/Invoice Analyst

Ability to Manage Multiple Projects

Witt O'Brien's has consistently demonstrated its ability to manage multiple debris monitoring projects on a large scale and is adequately staffed with personnel with enough depth of experience, qualifications and management ability to allow us to simultaneously execute several large projects. After Hurricane Gustav, for example, we activated five separate contracts with Louisiana Department of Transportation and Development Districts, trained, deployed and managed over 1,600 monitoring and supervisory personnel and were able to take on additional projects in Texas and Arkansas as well. In Florida, after Hurricanes Charley, Frances and Jeanne, our firm successfully managed multiple, simultaneous projects in Hardee, Charlotte, Hillsborough, Palm Beach, Lee and other counties. In Kentucky, O'Brien's successfully monitored the removal of millions of cubic yards of debris spread out over three large DOT districts. Recently in Massachusetts, our team managed simultaneous debris monitoring projects involving over 650 personnel for twenty cities and towns.

Successfully monitoring and documenting a major debris removal project also requires simultaneously managing multiple tasks – such as training staff, scheduling assignments, producing reports and maps, managing a large number of load tickets and documents, supervising staff dispersed over a large geographic area, resolving problems, coordinating with FEMA and the client, etc. We fully understand the challenge and make it our priority to ensure that we staff our projects with management and supervisory professionals that have been “field tested” and shown to be capable of performing under pressure and fluid circumstances. We also have a network of over 1,000 former staff in the Southern United States which we can call upon on short notice. Given O'Brien's track record of consistently delivering high levels of services to its clients, despite being faced with sometimes daunting challenges, we are confident in our ability to handle any debris management and monitoring scenario.

O'Brien's has been providing debris monitoring services for many years and is a dedicated disaster response firm with a proven track record of always responding to our clients when they need us most. We regularly mobilize hundreds of personnel on short notice. Our Government and Debris Services teams meet regularly to plan for major storm events. The basis of our confidence in our ability to respond to all of our many clients is in our attention to planning, which involves multiple strategies and factors:

- **Coordination with Clients:** Regular consultation and coordination meetings with our debris monitoring clients and their debris removal contractors to ensure readiness.
- **Debris Forecasting:** Debris forecast models are run for each of our clients and we design our staffing and mobilization plans around the “worst case scenario” of a Category 5 hurricane.
- **Activation and Mobilization Planning:** Based on the debris forecast models we run for each of our clients, we customize a project management plan and assign a regional manager for each client.
- **Pre-Event Recruiting:** Prior to hurricane season in South Florida, O'Brien's advertises (in newspapers, radio, internet sites) for stand-by debris monitors and supervisors and maintains lists of potential employees to add to our call-down roster.

- **Network Maintenance:** O'Brien's has hired, screened, trained and deployed thousands of debris monitors and supervisors throughout the Southeastern United States and we maintain contact with the best of them to assess their availability to serve on future projects. Prior to each Hurricane season, we call hundreds of ex-project personnel to determine their status and put those who are likely available on our call-down roster.
- **Contract Employees:** Project Managers, Data Analysts, Supervisors and other personnel who have proven themselves on past project to be highly dependable and competent are often retained by O'Brien's as part or full-time contracted staff to ensure we have access to the best personnel we have had on our past teams. These personnel are ready to mobilize on short notice to any projects in the United States.
- **Full Time Staff:** To ensure that O'Brien's always has the managerial capacity to provide our clients with the level of services they expect and deserve, we retain a full-time staff of permanent, trained and experienced management and consulting personnel. O'Brien's currently has a staff over 160 full time employees operating in seven offices, upon which we can draw for experienced disaster response and recovery professionals.
- **Cross Training of Staff:** O'Brien's is fully dedicated to incident, emergency and disaster response and recovery. We have an aggressive internal training program which aims to ensure that our personnel are cross trained in FEMA Public Assistance, debris monitoring, Incident Command System, hazardous materials, oil spill response and other areas – to ensure that we can mobilize qualified teams on short notice.
- **Mobile Command Posts:** To ensure that our teams are operational in even the most severely damaged post-disaster areas, we have four Mobile Command Posts ready to deploy on short notice, which serve as temporary headquarters and offices until facilities and utilities become available.
- **Temporary Staffing Agencies:** Though we have rarely had to resort to using them, O'Brien's does enter into agreements with staffing agencies in some areas to ensure that, in the unlikely event that we are not able to mobilize enough staff, we have a contingency plan to quickly screen, process, hire and train hundreds of extra employees if needed.
- **Refined Hiring and Training Program:** Through our extensive experience, we have gained the ability to rapidly identify, screen, hire, train and deploy large numbers of personnel. Our many off site resources also ensures that our Project Management teams have the support they need to process new hires quickly and efficiently.

OUR FORT LAUDERDALE OFFICE IS ONLY THIRTY MILES FROM THE CITY OF PARKLAND, ALLOWING US TO ASSURE THE CITY THAT OUR INITIAL RESPONSE TEAM WILL BE ON SITE AND OPERATIONAL WITHIN HOURS OF NOTIFICATION.

Related Disaster Recovery Services

Comprehensive FEMA Public Assistance Program Support

As a full-service disaster management and recovery firm with extensive experience in providing government clients with comprehensive consulting services, Witt O'Brien's is fully prepared to offer expert technical assistance with FEMA and other federal grant program claims, beyond those associated with the debris project. We can provide the experienced FEMA and FHWA Program consultants to assist with the management and administration of the all disaster mitigation, planning, response and recovery needs. Our professional FEMA Program consultants work with clients from the beginning of the response and recovery processes to properly capture and scope all eligible costs and work, through final inspection, closeout and financial audit. We have prepared hundreds of FEMA Project Worksheets and worked with hundreds of PA applicants to maximize their federal reimbursements and are well prepared to assist with all FEMA Public Assistance and other federal program challenges.

Our comprehensive scope of services includes:

- FEMA Program Public Assistance and FHWA Emergency Relief Program guidance
- Preliminary Damage Assessments
- Scope of damage formulation and documentation
- Immediate Needs Funding Requests
- Project identification and scope of work development
- Contract procurement assistance and bid review
- Kick-off Meeting attendance and support
- Project Worksheet development – small and large
- Project cost documentation management
- Project Management for permanent work
- Small project netting reviews
- Mitigation project identification and support
- Appeals research and writing
- Project deadline time extension requests
- Alternate and Improved Project identification and requests
- Insurance reviews and benefits tracking
- Request for Reimbursement and Summary of Documentation
- Quarterly Reports to the State
- Comprehensive FEMA Grants management and compliance monitoring
- Case/Project Management and files maintenance
- Final Inspection and Project Closeout support
- FEMA OIG audit support



Summary of Disaster Grant Management Services

| Task | Services |
|--|---|
| Pre-event Coordination | <ul style="list-style-type: none"> ◆ Review and Revise Emergency Management Plans ◆ Coordinate Table Top Exercises ◆ Training in FEMA PA and FHWA ER Programs ◆ Training in Debris Management ◆ Explore Hazard Mitigation opportunities ◆ Review past issues and concerns with FEMA funding |
| Disaster Response | <ul style="list-style-type: none"> ◆ Mobilize Witt O'Brien's PA staff as directed by the Client ◆ Coordinate with State and FEMA Public Assistance Coordinators ◆ Provide staff to support the EOC ◆ Assist with the prioritization of response activities |
| Preliminary Damage Assessments | <ul style="list-style-type: none"> ◆ PDA field inspection and documentation support ◆ Disaster Declaration assistance ◆ Debris Estimation support |
| Applicant Briefings | <ul style="list-style-type: none"> ◆ Attend State Briefing on behalf of the Client ◆ Assist with Requests for Public Assistance |
| Kick-off Meetings | <ul style="list-style-type: none"> ◆ Attend FEMA Kick-off meetings on behalf of the Client ◆ Assist the Client with formulating and reporting initial damage claims |
| Project Formulation and Grants Management | <ul style="list-style-type: none"> ◆ Perform Site Inspections to identify and document damages ◆ Scope repair work and estimate costs ◆ Apply Cost Estimating Format ◆ Prepare Project Worksheets with Applicants ◆ Provide technical assistance and ensure regulatory compliance ◆ Review Project Worksheets (PWs) prepared by the client or FEMA ◆ Maintain status and summary reports for the Client ◆ Prepare FHWA DDIRs ◆ Act as the Client's advocate in FEMA meetings ◆ Track work deadlines and process extension requests ◆ Ensure proper documentation of Force Account and contract costs ◆ Identify Improved and Alternate Projects and assist Applicants ◆ Review Special Considerations with Applicants ◆ Perform insurance reviews on permanent repair projects ◆ Prepare and maintain all documents needed to support federal claims |
| Immediate Needs Funding | <ul style="list-style-type: none"> ◆ Identify eligible projects ◆ Assist the Client with INF request process |
| Reimbursements | <ul style="list-style-type: none"> ◆ Formulate and submit Requests for Reimbursement ◆ Compile Summary of Documentation for RFR ◆ Submit Quarterly Reports ◆ Review projects with the Client and maintain files ◆ Prepare Version Project Worksheets for additional funding identified |
| Mitigation | <ul style="list-style-type: none"> ◆ Identify 406 and 404 opportunities ◆ Apply Cost Benefit Analyses |

Summary of Disaster Grant Management Services

| Task | Services |
|--|--|
| | <ul style="list-style-type: none"> ◆ Review Mitigation applications for regulatory compliance ◆ Assist the Client with mitigation project management and accounting ◆ Assist with vulnerability assessments and risk profiling |
| Debris Management | <ul style="list-style-type: none"> ◆ Coordinate active debris management with State and FEMA ◆ Assist with initial debris quantity and removal cost estimations ◆ Ensure proper monitoring of all debris removal projects ◆ Assist the Client with debris removal and monitoring contracting ◆ Assist with environmental permits and authorizations ◆ Assist with the identification of suitable debris sites ◆ Assist with identification and tracking of FHWA eligible costs ◆ Confer with FEMA on the Client's behalf to resolve debris issues ◆ Prepare Category A Project Worksheets for submittal to FEMA ◆ Prepare Category A PWs and documentation for final inspection |
| Financial Recovery | <ul style="list-style-type: none"> ◆ Review open FEMA PWs for additional funding opportunities ◆ Assist with FEMA negotiations ◆ Prepare Version PWs to account for additional cost claims ◆ Identify un-funded or under-funded projects |
| Arbitration and Appeals | <ul style="list-style-type: none"> ◆ Identify FEMA decisions susceptible to appeals ◆ Negotiate with FEMA to resolve issues ◆ Assist in formulation and writing of appeals |
| Small Project Review | <ul style="list-style-type: none"> ◆ Review small FEMA projects for additional funding opportunities ◆ Assist with Small Project nettings ◆ Assist with preparation of P4 documentation ◆ Perform Small Project validations with FEMA |
| Final Inspections / Project Closeouts | <ul style="list-style-type: none"> ◆ Track FEMA projects for closeout status ◆ Provide technical assistance on all FEMA categories of work ◆ Perform Site Inspections to document and confirm repairs ◆ Assist in documentation assembly for final inspection ◆ Assist with Request for Large Project Close-out ◆ Manage documentation through Final Inspection Process ◆ Identify additional eligible costs ◆ Final reconciliation of FEMA, FHWA, Insurance, HUD funding ◆ Work with FEMA to validate project costs ◆ Prepare Final Closeout Version Project Worksheets ◆ Assist Applicants with DHS OIG or State audits ◆ Ensure proper document retention and storage |
| Audit Support | <ul style="list-style-type: none"> ◆ Support during OIG and OMB audits |

Debris Management Planning

Witt O'Brien's has extensive experience in the development and drafting of comprehensive all hazards Debris Management Plans which conform to FEMA standards and serve to better prepare local governments to efficiently and effectively undertake a major debris removal operation while maximizing federal reimbursements. We can prepare or revise a debris management plan which will address capabilities to respond to a disaster event based on current readiness status and which will be consistent with the Comprehensive Emergency Management Plan. The DMP will elaborate on the management and operational processes and procedures required to prepare for, respond to and recover from either a natural or man-made debris-generating disaster event for a 'cradle-to-grave' disaster debris removal and disposal operation. The debris plan will cover these issues and more:

- Roles and Responsibilities
- Emergency Response and Debris Clearance Prioritization and Procedures
- Damage Assessments and Debris Quantification
- Coordination with State and Federal Agencies
- Contracting for Federally Funded Projects
- Debris Removal Operations
- Temporary Debris Management Site Selection and Management
- Debris Monitoring and Documentation
- Debris Final Disposal
- Hazardous Waste Collection and Disposal
- Private Property Debris Removal
- Water-borne Debris Removal
- Environmental Compliance
- Eligibility Validation for Special Debris Types
- Building Condemnation and Demolition
- Federal Grants Management and Cost Documentation
- Maximizing Federal Reimbursements

Comprehensive Planning and Web-Based Applications

In addition to the Debris Management plan, Witt O'Brien's can assist in the development or revision of all other types of emergency response and recovery plans. We will perform a comprehensive review of existing internal policies, guidelines, regulations and recovery plans in order to discern our client's level of preparedness for an emergency or disaster, identify gaps in capabilities and assess compliance with federal and state guidelines. Witt O'Brien's has extensive experience in the development of all types of emergency and disaster plans and will provide professional planning services upon request. Types of plans we are well qualified to prepare include:

- Comprehensive Emergency Management Plan
- Continuity of Government Plan

- Continuity of Operations Plan
- Hazard Mitigation Plan
- Emergency Operations Plan
- Integrated Contingency Plans
- Facility Response Plans
- Emergency Response Plans
- Spill Prevention, Control and Countermeasure Plans
- Storm-water Pollution Prevention Plans
- Hazardous Waste Contingency Plans
- Facility Security Plans
- Crisis Management Plans

ePlanPro™

Witt O'Brien's also provides an Electronic Planning Solution called ePlanPro™. This is a securely hosted, web-based planning management system that uses best-of-breed technology to provide customers a central database driven application that helps manage an unlimited



number of plans and associated documents enterprise-wide throughout numerous facilities and terminals.

Built by planning professionals and responders, not programmers, this software combines decades of response and contingency planning experience using the latest technology and strategy to meet industry processes and documentation requirements. ePlanPro™ can be customized and implemented for each client to manage a multitude of facility plans and locations world-wide. **(Extra fees are associated with the use of our ePlanPro system.)**

Training in Disaster Management

As the only firm which has developed and delivered comprehensive debris management, disaster recovery, FEMA, FHWA and emergency management training seminars and materials to all Florida local governments as well as the Florida Department of Transportation, and which was instrumental in assisting FEMA in the development of its first debris management training seminars, Witt O'Brien's is well prepared to provide training to our clients. Training sessions may consist of table-top exercises, drills, classroom instruction or web-based seminars given through our own *Learning Management System*, whereby students access training materials and take knowledge tests via the internet.

Our training seminars can be customized to suite a client's particular requirements, and we offer these core sessions:

- FEMA Public Assistance Grant Program Overview
- Cost Documentation and Reimbursement for FEMA Projects
- Debris Operations and Management
- Debris Management Plan Development
- Debris Contract Monitoring Training Workshop
- FHWA Emergency Relief Program
- Hazard Mitigation Grant Programs and Planning
- Debris Operations Table Top Exercise
- Emergency Protective Measures – FEMA Category B
- Emergency Debris Removal – FEMA Category A
- Permanent Work – FEMA Categories C – G
- Emergency Response Table Top Exercise
- National Incident Management System (NIMS) and Incident Command System (ICS)



Public Information and Web-Based Solutions

Witt O'Brien's can provide a Public Information Officer to represent state or local government agencies during the debris project, to provide immediate and integrated Public Relations coverage from the beginning of an incident through to the entire response and recovery process. We can develop, through our PIER (Public Information Emergency Response) System, a website and internet-based communications system which will allow the agency to instantly and efficiently disperse information on the emergency situation to any target audience – the media, elected officials, police and fire personnel, field staff, contractors, federal authorities, etc. Our automated public information system is compliant with the National Incident Management System and offers unparalleled options and abilities to broadcast and receive information in most efficient manner possible. With our PIER System, you can communicate instantly, using current or pre-scripted information, via e-mail, text message, Twitter, Blackberry, and any other social networking system. **(Extra fees are associated with the use of our PIER system.)**



The PIER System is an all-in-one, web-based solution for communications management, emergency response, public relations, business continuity and more. PIER's robust features provide the technology needed to communicate during routine events, minor incidents and major catastrophes affecting employees, the public, investors, the media, and other key stakeholders. Capabilities include:

- Manage all areas of crisis communications within a single, integrated system
- Crisis Centers are set-up and ready to go with pre-made document templates, forms, surveys and folders
- Two way SMS text based inquiry system allows people to submit inquiries via text message; SMS responses can then be sent from within the system back to inquirers

- Mass notification methods include email, SMS text, fax, text-to-voice, RSS feeds and social media integration
- Real-time reporting of document distributions and notification campaigns to monitor statuses

Pier Systems Clients

NASA, US Army Corps of Engineers, Georgia Emergency Management Agency, Washington State Emergency Management, US Department of Health and Human Services, US Department of Interior Minerals Management Service, Los Angeles Department of Water & Power and many others, including over 50 agencies using PIER in the Houston, Texas, region.

Automated Incident Command Systems Tools

Witt O'Brien's has also developed a set of valuable software programs called **CommandPro®** which delivers the tools needed to automate the Incident Command System and facilitate proactive transfer of information rapidly and efficiently across the whole command structure for any incident.

This technology is used by some of the world's most experienced and knowledgeable emergency preparedness team. The software is most noted for its universal access and complete integration. This enables first responders, government agencies and private industries the ability to respond faster and have greater control over resources. **(Extra fees are associated with the use of our CommandPro system.)**

Key Features of **CommandPro®**:

- Incident summary dashboard
- Incident tracking – new and historical
- Planning P interface
- ICS 201
- Incident Action Plan
- Resource tracking
- Virtual status board
- Incident wall
- Document management tools
- Roles and responsibilities

CommandPro® integrates command strategy and tactics with ICS process and documentation. The resulting system combines decades of field experience with the latest software technology to provide:

- Streamlined command
- Accelerated planning
- Integrated documentation
- Facilitated resource tracking
- Enhanced accuracy
- Cost control
- Improved compliance

 **COMMANDPRO®**

Section F: Positions & Price Proposal

Witt O'Brien's will provide all or some of personnel listed in the tables below, on an as needed or requested basis, at the direction of the City of Parkland and at the rates offered here (or those subsequently settled upon after contract negotiations). O'Brien's can also provide hazardous materials specialists, environmental and structural engineers, building inspectors, building demolition supervisors, insurance specialists, water-borne debris removal specialists, debris site security guards and other disaster recovery personnel upon request.

PROJECT PERSONNEL / SCHEDULE OF HOURLY RATES

| DEBRIS MONITORING PERSONNEL | HOURLY RATE |
|---|-------------|
| PROJECT MANAGER | \$ 70.00 |
| OPERATIONS MANAGER | \$ 60.00 |
| FEMA COORDINATOR | \$ 89.00 |
| SCHEDULER/EXPEDITER | \$ 39.00 |
| GIS ANALYST | \$ 54.00 |
| FIELD SUPERVISOR | \$ 49.00 |
| DEBRIS SITE/TOWER MONITOR | \$ 34.00 |
| ENVIRONMENTAL SPECIALIST | \$ 54.00 |
| BILLING AND INVOICE ANALYST | \$ 39.00 |
| ADMINISTRATIVE ASSISTANT | \$ 29.00 |
| FIELD COORDINATORS (CREW MONITORS) | \$ 34.00 |
| PROJECT INSPECTORS (CITIZEN SITE MONITORS) | \$ 34.00 |
| PROJECT INSPECTORS (LOAD TICKET DATA ENTRY CLERKS) | \$ 29.00 |
| <i>DATA/REPORTS MANAGER (SUGGESTED OPTIONAL POSITION)</i> | \$ 50.00 |

| PLANNING AND ADDITIONAL SERVICES | HOURLY RATE |
|--|-------------|
| PROJECT MANAGER | \$ 125.00 |
| SENIOR PROJECT ENGINEER/SCIENTIST/PROFESSIONAL | \$ 125.00 |
| PROJECT ENGINEER/SCIENTIST/PROFESSIONAL | \$ 115.00 |
| ENGINEER/SCIENTIST/PROFESSIONAL | \$ 98.00 |

Notes on Rates

- If necessary and with the City's approval, travel expenses (lodging, per diem and rental car) for O'Brien's Project Management team will be direct billed without markup and documented in a fashion acceptable to FEMA for reimbursement. Travel costs will be minimized through local hiring and will not exceed State travel policy rates.
- Rates include equipment (hand held units for ADMS, cell phones, computers, printers, cameras and GPS units), supplies, labor, overhead, overtime pay, profits, freight, taxes and insurance.
- Special costs, such as soil sampling, arborist services, boat rental and other required services not directly related to debris monitoring labor costs will be contracted at local rates and direct billed without markup.
- Aerial Photography prices will vary according to the City's specific requirements. We have provided pricing below for reference but will seek out the best local rates available at time of service and direct bill the City without markup.

Pre-Event Services

Witt O'Brien's provides a set of no-cost pre-event services designed to orientate ourselves with the client's current level of readiness for a debris generating event and to enhance our combined capabilities through coordination and planning. O'Brien's will (after contract award, negotiations and execution) provide, at no cost, the following services:

- Review current Debris Management Plan,
 - Annual coordination and planning meeting,
 - Review current debris-related public information content,
 - Review of potential problem areas – golf courses, marinas, parks, mobile home parks, etc.
 - Review local ordinances and codes for emergency or disaster debris removal,
 - Review and analysis of debris removal contracts and RFP's,
 - Assist in review of debris removal and other emergency services proposals,
 - Temporary debris management site review and selection consultation,
 - Regular updates on current FEMA policy and industry trends.
-

Aerial Photography Rates

| | | | |
|------------------------------------|--|---|--------------------------|
| Monthly Progress Aerials | To be shot on a scheduled flight on or around the 10 th or 25 th of the month, for at least <u>3 consecutive months</u> | - 3 views - One (1) Copy 8.5"x11" color glossy prints - One (1) Digital 300ppi CD-Rom - Images Emailed @ 72ppi | \$65.00 |
| Call-First Progress Aerials | To be shot on a scheduled flight on or around the 10 th or 25 th of the month when notified. <u>(minimum 3 fly over's)</u> | - 3 views - One (1) Copy 8.5"x11" color glossy prints - One (1) Digital 300ppi CD-Rom - Images Emailed @ 72ppi | \$95.00 |
| One-Time Aerial | To be shot on a scheduled flight on or around the 10 th or 25 th of the month on a One-Time basis | - 4 views - One (1) Copy 8.5"x11" color glossy prints - One (1) Digital 300ppi CD-Rom - Images Emailed @ 72ppi | \$350.00 |
| One-Time Custom | To be shot ASAP within 48 hours notice if at all possible. | - 4 views - One (1) Copy 8.5"x11" color glossy prints - One (1) Digital 300ppi CD-Rom - Images Emailed @ 72ppi | \$725.00 |
| Shipping/Handling | | | \$7.00per |
| Optional Extras: | | - Additional set of color prints - Additional 300ppi CD-Rom | \$10.00per \$10.00per |

Rates are valid for one year, after which we will seek out the best local rates available. Local and State taxes will apply.

Staff Positions and Responsibilities

O'Brien's is prepared to mobilize an experienced project management and debris contract monitoring team on short notice to any disaster-affected area in the Country. On a large project, our general project management and operational team consists of some or all of the positions in the table below, though we strive to satisfy the client's every need and are flexible and adaptable to operational requirements. Below are the general job descriptions for our project management and field operations team members:

| Monitoring Positions and Responsibilities | | |
|---|---------------------------------|---|
| Position | Number | General Responsibilities |
| Company Principal | One available | <ul style="list-style-type: none"> ♦ Responsible for oversight of project management team, customer service, QA/QC, contract compliance |
| Project Manager | One for duration of the project | <ul style="list-style-type: none"> ♦ Coordinate pre-event planning ♦ Provide daily project oversight and quality assurance ♦ Mobilize to EOC upon notification ♦ Liaison with Client and its sub-divisions and departments throughout the project ♦ Manage and ensure performance of personnel ♦ Resolve any contract, performance or personnel issues ♦ Prepare reports and meet with Client regularly |
| Deputy Project Manager | As needed | <ul style="list-style-type: none"> ♦ Fill in when necessary for the Project Manager ♦ Act as Liaison with local municipalities, FEMA, the Client |
| Operations Coordinator | One or two | <ul style="list-style-type: none"> ♦ Coordinate damage assessments ♦ Manage and coordinate all field operations ♦ Coordinate with Client and contractors for debris prioritization and clearance push ♦ Manage Truck Certification Program ♦ Coordinate FHWA cost segregation ♦ Implement Quality Control system ♦ Oversee training of all hired monitors ♦ Liaison with debris removal contractors ♦ Attend daily meetings with Client and contractors |
| Debris Management Consultant/Planner | One | <ul style="list-style-type: none"> ♦ Prepare, review and revise Debris Management Plans ♦ Confer with client on FEMA and FHWA policy ♦ Ensure compliance with FEMA PA Program guidelines ♦ Assist with debris removal contractor qualification ♦ Coordinate debris estimates and assessments ♦ Coordinate Right of Entry, Demolition and Private Property Debris Removal Programs ♦ Ensure that all required documents, permits and authorizations are obtained and maintained |
| FEMA / FHWA | One | <ul style="list-style-type: none"> ♦ Consult with Client on FEMA regulations |

Monitoring Positions and Responsibilities

| Position | Number | General Responsibilities |
|--|------------------------------------|---|
| Coordinator / Specialist | | <ul style="list-style-type: none"> ◆ Prepare Project Worksheets and DDIR's ◆ Represent Client at FEMA or FHWA meetings ◆ Assist with any necessary appeals of FEMA decisions ◆ Assist with eligibility determinations and requests ◆ Ensure compliance with Federal guidelines |
| Damages Reporting and Remediation Coordinator | One, as needed | <ul style="list-style-type: none"> ◆ Track damages caused by contractors ◆ Report damages daily to UBCS, contractor, Debris Manager ◆ Follow up to ensure remedial actions taken ◆ Liaison with residents on persistent issues |
| Public Information Support Manager | One, as needed | <ul style="list-style-type: none"> ◆ Coordinate with the Client's Public Information Officer ◆ Assist in the development and dissemination of public information regarding the debris project ◆ Establish and manage call centers or websites |
| Scheduler/Expediter | One | <ul style="list-style-type: none"> ◆ Assign monitoring crews to work locations ◆ Coordinate schedules and assignments with debris removal contractors ◆ Monitor and regulate staffing levels ◆ Direct and plan debris removal schedules |
| GIS Analyst | One, as needed | <ul style="list-style-type: none"> ◆ Mapping debris locations, removal routes and removal progress ◆ Developing web-based mapping and debris tracking systems |
| Lead Field Supervisor | One, as needed | <ul style="list-style-type: none"> ◆ Coordinate with all field supervisors daily ◆ Manage daily scheduling and assignments of Supervisors ◆ Impose Quality Control on field operations |
| Field Supervisors | One per fifteen to twenty monitors | <ul style="list-style-type: none"> ◆ Supervise O'Brien's monitors in the field ◆ Interface with FEMA debris monitors ◆ Provide Quality Control at loading sites ◆ Coordinate field operations with removal contractors ◆ Resolve personnel issues |
| Debris Site/Tower Monitors | Two or three per site | <ul style="list-style-type: none"> ◆ Assess and quantify debris loads ◆ Monitor site for safety and efficiency ◆ Finalize load tickets ◆ Maintain Tower Logs |
| Environmental Specialist | One, as needed | <ul style="list-style-type: none"> ◆ Assist in securing debris site permits ◆ Perform debris site base line analysis and documentation ◆ Monitor project and sites for environmental compliance and issues |

Monitoring Positions and Responsibilities

| Position | Number | General Responsibilities |
|--|---|---|
| Collection Site Monitor | Dependent on project demands – up to 1000 or more | <ul style="list-style-type: none"> ◆ Inspect debris collection activities of contractors ◆ Certify that debris is storm-related and eligible for FEMA reimbursement ◆ Fill out load tickets with loading site and contractor information ◆ Record GPS locations of certain debris |
| Roving Monitors and QA/QC Inspectors | Dependent on project demands | <ul style="list-style-type: none"> ◆ Measure and record locations of tree stumps ◆ Document leaning tree and hanging branch removal ◆ Manage hazardous waste removal ◆ Supervise collection of White Goods ◆ Assist with debris mapping and zone closure ◆ Identify and record ineligible debris |
| Citizen/Resident Drop-off Site Monitors | As needed | <ul style="list-style-type: none"> ◆ Set-up and manage sites ◆ Verify and record proof of residency ◆ Monitor outbound loads and issue load tickets |
| Data Manager | One | <ul style="list-style-type: none"> ◆ Manage and supervise data entry staff ◆ Supervise Quality Control over ticket management and data entry ◆ Produce daily metrics reports ◆ Ensure integrity, security and accuracy of data system ◆ Assist with Invoice Reconciliation |
| Data Entry Clerks | Generally two to ten, depending on volume | <ul style="list-style-type: none"> ◆ Inspect each load ticket for errors or omissions and report issues to supervisors for remediation ◆ Transfer information from load ticket to data base ◆ Scan each ticket to make electronic copy ◆ Organize, sort and bind tickets in daily packages |
| Call Center or Website Staff | As needed | <ul style="list-style-type: none"> ◆ Staff debris “hot line” and respond to public concerns, complaints or questions ◆ Respond to emails from the public |
| Billing and Invoice Analyst and Manager | One | <ul style="list-style-type: none"> ◆ Inspect and audit contractor’s invoices ◆ Reconcile invoices with load ticket summary ◆ Verify accuracy of invoices ◆ Coordinate with contractors to rectify errors ◆ Approve invoices and authorize payment ◆ Produce summary reports for each invoice including back up data and documents |
| Administrative Clerk | One or two as needed | <ul style="list-style-type: none"> ◆ Manage and organize all project documentation ◆ Scan project documents |

EXHIBIT "B"
PRICE PROPOSAL- SCHEDULE OF FEES

| POST-DISASTER DEBRIS MONITORING SERVICES | | |
|---|---|--------------------|
| POSITION | DESCRIPTION | HOURLY RATE |
| Project Manager | Act as company liaison to City Manager all aspects of project and ensure quality of services is maintained | \$ 70.00 |
| Operations Manager | Oversee and manage day to day field operations Train locally hired monitors Manage Truck Certification Program Manage and implement safety program | \$ 60.00 |
| FEMA Coordinator | Attend FEMA meetings Resolve eligibility issues Prepare FEMA, FHWA and other federal claims Provide grants management services | \$ 89.00 |
| Scheduler/ Expediter | Coordinate scheduling and assignments with the debris removal contractors daily, ensure staffing efficiencies are maintained | \$ 39.00 |
| GIS Analyst | Integrate data and information on debris removal progress, remaining debris or ineligible debris and integrate into maps | \$ 54.00 |
| Field Supervisor | Coordinate, supervise and manage activities of field monitors, report to Operations Manager, implement Quality Assurance Program | \$ 49.00 |
| Debris Site/ Tower Monitor | Assess and quantify load volumes at temporary debris management sites, complete load tickets and tower logs | \$ 34.00 |
| Environmental Specialist | Perform environmental review of temporary debris management sites, document and resolve issues, ensure proper permits are in place | \$ 54.00 |

| | | |
|--|--|---------|
| Billing & Invoice Analyst | Reconcile debris removal contractor's invoices with data base, resolve discrepancies, report issues, approve payment on invoices | \$39.00 |
| Administrative Assistant | Assist with daily administrative functions; Maintain, organize, copy, scan, manage all project documents; Manage time sheets and weekly employee work summaries;etc. | \$29.00 |
| Field Coordinators (Crew Monitors) | Ensure only eligible storm debris is collected; initiate load tickets; monitor all debris loading activity; report issues to supervisors | \$34.00 |
| Project Inspector (Citizen Site Monitors) | Staff residential debris drop-off sites;check, confirm and document residential status and eligibility of debris; maintain logs | \$34.00 |
| Project Inspectors (Load Ticket Data Entry Clerks) | Input data from load tickets into data base; identify and rectify errors on load tickets; sort, scan and organize load tickets and photographs | \$29.00 |
| Monthly Aerial Photographs | Prices vary according to level of service required. Please see detailed price list attached. | \$ vary |

PRE-DISASTER PLANNING AND ADDITIONAL SERVICES

| POSITION | DESCRIPTION | HOURLY RATE |
|-----------------|--|--------------------|
| Project Manager | Meet with City to assess needs; design services and programs; manage planning, training and PA consulting staff. | \$125.00 |

| | | |
|--|---|------------------|
| <p>Senior Project Engineer/Scientist/ Professional</p> | <p>Advise the City on technical issues, design programs, make recommendations, prepare reports, inspect buildings and sites; provide training and planning</p> | <p>\$125.00</p> |
| <p>Project Engineer/Scientist/ Professional</p> | <p>Inspect sites and prepare damage reports and repair cost estimates; coordinate with FEMA on recovery claims; prepare appeals; provide training and planning.</p> | <p>\$ 115.00</p> |
| <p>Engineer/Scientist/ Professional</p> | <p>Provide FEMA grants management and financial recovery services; prepare recovery claims, manage documentation.</p> | <p>\$98.00</p> |

Section G: Current Contracts

Current Pre-Event Debris Monitoring Clients

Witt O'Brien's is privileged to be under contract to provide disaster debris monitoring, management, planning and consulting services to the government entities listed below:

- Alachua County, FL
- Ashe County, NC
- Association of Alabama County Commissions (Regions 1, 2, 4 and 5)
- Bell County, TX
- Brunswick County, NC
- Catawba County, NC
- Chambers County, TX
- Charleston County, SC
- Citrus County, FL
- City of Alvin, TX
- City of Central, LA
- City of Cooper City, FL
- City of Coral Gables, FL
- City of Edgewater, FL
- City of Fairfax, VA
- City of Fayetteville, NC
- City of Fernandina Beach, FL
- City of Fort Pierce, FL
- City of Hitchcock, TX
- City of Lauderdale by the Sea, FL
- City of Lighthouse Point, FL
- City of Longview, TX
- City of Lynn Haven, FL
- City of Mandeville, LA
- City of Marathon, FL
- City of Margate, FL
- City of Miami Beach, FL
- City of Miami Gardens, FL
- City of Miami, FL
- City of Milton, FL
- City of Nags Head, NC
- City of Nassau Bay, TX
- City of New Smyrna, FL
- City of Ocala, FL
- City of Palmetto, FL
- City of Port Arthur, TX
- City of Richwood, TX
- City of Riviera Beach, FL
- City of Sanford, FL
- City of Sanibel, FL
- City of Slidell, LA
- City of Stuart, FL
- City of Sunny Isles Beach, FL
- City of Tallahassee, FL
- City of Thibodaux, LA
- City of Webster, TX
- City of West Palm Beach, FL
- Collier County, FL
- Columbia County, GA
- Cumberland County, NC
- Dare County, NC
- Desoto County, FL
- Hardee County, FL
- Highlands County, FL
- Iberia Parish, LA
- Jackson County, FL
- Lafourche Parish, LA
- Lake County, FL
- Livingston Parish, LA
- Lee County School District, FL
- Leon County, FL
- Louisiana Department of Transportation
- Marion County, FL
- Massachusetts - Statewide
- Miami-Dade County, FL
- Miami-Dade School District, FL
- Mobile County, AL
- New Hampshire - Statewide
- New Hanover County, NC
- New Jersey - Statewide
- Oklahoma DEM - Statewide
- Orange County, FL
- South Broward Drainage District, FL
- South Florida Water Management

- District**
- Saint Bernard Parish, LA
 - Saint Lucie County, FL
 - Taylor County, FL
 - Town of Carolina Shores, NC
 - Town of Davie, FL
 - Town of Loxahatchee Groves, FL
 - Town of Palm Beach, FL
 - Town of Southwest Ranches, FL
 - Town of Surfside, FL
 - Town of Thunderbolt, GA
 - Village of Jones Creek, TX
 - Village of Jones Creek, TX
 - Village of Key Biscayne, FL
 - Village of Virginia Gardens, FL
 - Virginia - Statewide
 - Volusia County, FL

Active Debris Monitoring Projects

New Jersey

Hurricane (Super Storm) Sandy - October 2012 – Present

Witt O'Brien's is currently providing or just completing debris monitoring and FEMA Public Assistance program consulting services to several local governments in New Jersey affected by Hurricane Sandy (FEMA 4086-DR), based on our statewide disaster recovery contract with the New Jersey Office of Emergency Management, under which we are also providing the State with FEMA Public Assistance consultants and technical specialists. We anticipate that several more debris monitoring projects will begin in the next few weeks.

These debris monitoring projects are currently underway or wrapping up in New Jersey, with approximate cubic yard (CY) or tonnage totals:



Borough of Union Beach – 13.5 tons
Borough of Neptune City – 55,000 CYs
Borough of Lavallette – 120,000 CYs
Ventnor City – Over 3,000 tons
Borough of Sea Bright – 33,000 CYs
Town of Holmdel – 69,500 CYs
Borough of Keansburg – 17,000 CYs
Borough of Deal – 300 tons

Section H: Litigation

Statement of Litigation History and Cases

Witt O'Brien's has never been a party to any lawsuit or arbitration in regard to the services requested in the RFP specifications for this project, O'Brien's Response Management was named as a defendant in cases relating to the BP Deepwater Horizon incident, for issues entirely unrelated to the services in consideration here. O'Brien's fully anticipates that these claims will be dismissed or adjudicated in favor of O'Brien's. Pursuant to its contractual arrangements, O'Brien's is indemnified against such claims. O'Brien's also maintains insurance for these types of liabilities

Section I: RFP Forms

Section J: Insurance Certificates & Licenses



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2013

1/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|----------------|
| PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite 800 Atlanta GA 30305 (404) 460-3600 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Commerce and Industry Insurance Company | 19410 |
| INSURED 1361645 Witt O'Brien's LLC 1501 M Street N.W. Washington DC 20005 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: 12142184 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------------------|--------------------------|--------------------------|--|
| | GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX |
| | AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX |
| A A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N | 51754713 (AOS) 51754714 (CA) | 12/31/2012 12/31/2012 | 12/31/2013 12/31/2013 | X WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

12142184

Witt O'Brien's LLC
1501 M Street N.W.
Washington DC 20005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005 | CONTACT NAME: Tim Crowley PHONE (A/C, No, Ext): 212-504-5977 FAX (A/C, No): 212-504-5989 E-MAIL ADDRESS: timothy.crowley@crystalco.com | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--------------------------------------|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :ACE American Insurance Co</td> <td>22667</td> </tr> <tr> <td>INSURER B :Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A :ACE American Insurance Co | 22667 | INSURER B :Liberty Mutual Insurance Company | 23043 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A :ACE American Insurance Co | 22667 | | | | | | | | | | | | | |
| INSURER B :Liberty Mutual Insurance Company | 23043 | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED Witt O'Brien, LLC 1501 M Street, NW 5th Floor Washington DC 20005 | WITTGR | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1801016447

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------------------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input type="checkbox"/> N N/A | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A B | Primary E&O Excess E&O | | EONG25539503003 EO4NAAQCM3001 | 7/16/2012 9/27/2012 | 7/16/2013 7/16/2013 | Total Limit of Liability: \$5,000,000 Retention: \$25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance Only.

CERTIFICATE HOLDER

CANCELLATION

| | |
|----------------------------|---|
| Evidence of Insurance Only | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Crystal & Company</i> |
|----------------------------|---|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/11/2013

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| PRODUCER Frank Crystal & Co., Inc. dba Crystal & Company Financial Square, 32 Old Slip New York NY 10005 | CONTACT NAME: Dana Caropreso PHONE (A/C, No, Ext): 212-344-2444 FAX (A/C, No): 212-504-5989 E-MAIL ADDRESS: dana.caropreso@crystalco.com | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Massachusetts Bay Insurance Company</td> <td>22306</td> </tr> <tr> <td>INSURER B :Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A :Massachusetts Bay Insurance Company | 22306 | INSURER B :Valley Forge Insurance Company | 20508 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A :Massachusetts Bay Insurance Company | 22306 | | | | | | | | | | | | | |
| INSURER B :Valley Forge Insurance Company | 20508 | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED WITTGR Witt O'Brien, LLC 1501 M Street, NW 5th Floor Washington DC 20005 | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 1326627711

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | 636381 | 12/31/2012 | 12/31/2013 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$Excluded GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$Included \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Ded: \$1,000 | | 636379 | 12/31/2012 | 12/31/2013 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | 636374 | 12/31/2012 | 12/31/2013 | EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A | | | | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

NOTE TO CERTIFICATE HOLDER:
GENERAL LIABILITY SHOWN ABOVE EXCLUDES ANY AND ALL MARINE OPERATIONS. UMBRELLA LIABILITY SITS EXCESS OVER NON-MARINE GL, MARINE GL, FOREIGN GL, AUTOMOBILE, EMPLOYERS LIABILITY, AND MARINE EMPLOYERS LIABILITY. POLICY WILL FOLLOW FORM SUBJECT TO TERMS AND CONDITIONS.

CERTIFICATE HOLDER

CANCELLATION

| | |
|----------------------------|--|
| Evidence of Insurance Only | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Crystal & Company</i> |

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Entity Name

Foreign Limited Liability Company

WITT O'BRIEN'S LLC

Filing Information

Document Number M10000003124
FEI/EIN Number 272783923
Date Filed 07/14/2010
State DE
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 01/08/2013
Event Effective Date NONE

Principal Address

1501 M STREET NW, 5TH FLOOR
WASHINGTON DC 20005

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION FL 33324 US

Manager/Member Detail

Name & Address

Title MGRM

WITT, JAMES L
1501 M STREET NW, 5TH FLOOR
WASHINGTON DC 20005

Title MGRM

SCANLON, BARRY W
1501 M STREET NW, 5TH FLOOR
WASHINGTON DC 20005

Title MGRM

FELTS, PATE
1501 M STREET NW, 5TH FLOOR

WASHINGTON DC 20005

Title MGRM

MERRITT, MARK
1501 M STREET NW, 5TH FLOOR
WASHINGTON DC 20005

Title MGR

BURRIS, KENNETH
1501 M STREET NW, 5TH FLOOR
WASHINGTON DC 20005

Attachments

Client Testimonials

Witt O'Brien's Qualifications This Project

- Monitored and documented the removal of over 33 million cubic yards of all types of disaster debris, including ROW, ROE, Private Property, demolition, hazardous, marine, beach, and waterborne debris and derelict vessels;
- Record of successfully completing many large and complex state and county-wide disaster debris monitoring projects;
- Full time staff of professionals with extensive debris monitoring and FEMA and FHWA Program experience, with a command of Federal disaster recovery funding program guidelines and compliance factors;
- Hundreds of trained and experienced monitoring personnel on-call throughout the Southeastern United States;
- Advanced data management and reporting capabilities to streamline invoice reconciliation and comply with FEMA documentation requirements;
- Demonstrated ability to rapidly mobilize experienced project management teams to any disaster in the United States;
- FEMA Public Assistance program consultant to New Jersey, Florida, Louisiana, Vermont, Arkansas, Alaska, Arkansas and many local governments;
- Developed debris management and emergency management plans for many local governments and state agencies;
- Developed and delivered debris management and FEMA Public Assistance program training to hundreds of local governments and State agencies;
- Well established and financially-sound global company with eight office locations around the nation;
- Four Mobile Command Posts ready to deploy to disaster scenes on short notice.

Client Testimonials



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450
August 19, 2007

STEPHANIE C. KOPELOUSOS
SECRETARY

To Whom It May Concern:

The Florida Department of Transportation Emergency Management Program Office entered into a contractual relationship with Solid Resources Inc. (SRI) in the fall of 2005. Since that time, the SRI Team has provided FEMA Public Assistance and FHWA Emergency Relief program technical assistance consulting services to the State of Florida, including all local governments impacted by disasters since 2004. These services have included:

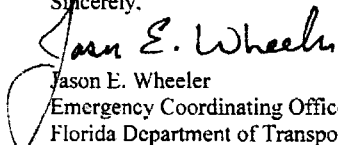
- Preparation of Appeals for funding under FEMA's Public Assistance Program
- Development and presentation of emergency recovery training to Florida State Agencies and local governments throughout the State
- Development and execution of an audit of FHWA Emergency Relief Program expenditures totaling more than \$500 million
- Detailed Damage Inspection Report/Project Worksheet Comparison for Closeouts with a value of more than \$2 billion
- Assisted 38 local governments with preparation of Detailed Damage Inspection Reports valued at more than \$50 million
- Development of Project Worksheets totaling more than \$152 million

In addition, FDOT has utilized our contract with SRI to provide disaster recovery and emergency services to Florida Division of Emergency Management (FDEM). Under this contract SRI has assisted the State in the recovery of more than \$4 billion.

The SRI Team has fulfilled each request to provide skilled and program specific expertise to ensure the State of Florida recovered all eligible funding. Team members are competent, subject matter experts able to guide sub-grantees through the reimbursement process. Solid Resources Inc. staff members communicate clearly and effectively with all involved in the recovery process.

The services provided by Solid Resources Inc. continue to enhance the State of Florida's capacity to recover from devastating events. It is with confidence that I recommend the professional emergency management services provided by Solid Resources Inc.

Sincerely,


Jason E. Wheeler
Emergency Coordinating Officer
Florida Department of Transportation



BOBBY JINDAL
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
District 08 / Gang 208
12 Calvert Drive
Alexandria, La. 71303
Phone (318) 487-5717 Fax (318) 561-5214
www.dotd.la.gov



WILLIAM D. ANKNER, Ph.D.
SECRETARY

December 15, 2008

FEMA PROJECT NO. 737-98-0032 AND
FHWA PROJECT NO. 737-98-0033
DISTRICT 08 EMERGENCY CONTRACT
DEBRIS, REDUCTION AND
DISPOSAL FROM HURICANE GUSTAV

Mr. Gary Stankovich
President
Solid Resources, Inc.
2201 Cantu Court, Suite 119
Sarasota, FL 34232

Subject: LADOTD District 08 Hurricane Gustav Debris Removal

Dear Mr. Stankovich:

I would like to take this opportunity to express my appreciation for the services your company provided during the recent hurricane debris removal in Avoyelles and Rapides Parishes. I could not have asked for a more professional or knowledgeable group to assist us in monitoring our contractor's removal and reduction operations.

My office primarily handles oversight of highway construction projects. We have never been directly involved in a project of this nature. From Day One SRI provided the assistance we needed to ensure our contract was administered within the proper guidelines, optimizing our chances for 100% reimbursement from FEMA and FHWA. From the outstanding communication and work ethic demonstrated by your on-site project manager, to the technology that allowed us to rapidly address concerns from local municipalities, SRI never failed to provide service that was above and beyond what was expected. No request was too large or too small, and all were addressed in a timely and professional manner.

Again, thanks for a job well done!

Sincerely,

A handwritten signature in black ink, appearing to read "Troy Roussell".

Troy Roussell, P.E.
Project Engineer
LA DOTD District 08 Alexandria

AN EQUAL OPPORTUNITY EMPLOYER
A DRUG-FREE WORKPLACE
02 53 2010


Public Utilities Division
Solid & Hazardous Waste Management

January 28, 2013

O'Brien's Response Management
1882 Capitol Circle N.E.
Suite 205
Tallahassee, Fl. 32308

To Whom It May Concern:

It is with great pleasure that I write this letter of recommendation for O'Brien's Response Management, whom we have had the opportunity to work with after several storms, the biggest being in 2005, Hurricane Wilma.

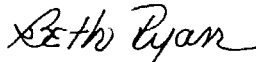
O'Brien's provided professional and excellent staff while monitoring and working during Hurricane Wilma's debris removal and final audit. Under O'Brien's monitoring, Collier County collected and disposed of eligible debris in full compliance with FEMA rules and regulations to qualify the County for maximum reimbursement of Federal and State Emergency Funds. The equipment and debris generated were measured, monitored, and documented as required by FEMA and the State. O'Brien's staff provided excellent FEMA liaison and worked effectively with FEMA representatives, operating within FEMA guidelines to optimize eligibility for reimbursement.

The collection and monitoring of debris (1 million cubic yards) was completed in 45 days and the staging sites were cleared shortly thereafter. FEMA was quite pleased and Collier County received full reimbursement (\$24 million) with only \$1,000.00 disallowed for math errors (rounding) which O'Brien happily refunded. This debris mission has had its "final audit".

The Collier County Board of County Commissioners recently approved O'Brien's Response Management, Inc. as the initial monitoring company for the Collier County 2012-13 hurricane season. O'Brien has been under contract with Collier County for seven years.

If you have any questions please feel free to contact me.

Sincerely,



Beth Ryan, Operations Manager
Collier County Solid & Hazardous Waste Management Department



Solid & Hazardous Waste Management Department • 3339 Tamiami Trail East, Suite 302 • Naples, Florida 34112-5361 • 239-252-2508 • FAX 239-774-9222



**COLLIER COUNTY
SOLID WASTE MANAGEMENT DEPARTMENT**

3301 East Tamiami Trail • Building H • Naples, Florida 34112 • (239) 732-2508 • Fax (239) 774-9222

August 29, 2006

Mr. Richard Harvey
Vice President
Solid Resources, Incorporated
4456 Friar Tuck Lane
Sarasota, FL 34232

Dear Mr. Harvey:

We would like to express our gratitude for the excellent service that your company provided during Hurricane Wilma last year. We are very pleased with the quality of service and sincerely appreciate your responsiveness and the way you conduct business.

The professionalism and efforts that you provided in removing the hurricane-related debris was exemplary. The resources used including reliable contractors, highly trained personnel, equipment and technologies were exceptional. We received a positive feedback from the community including the State of Florida and FEMA, and OIG. Due in part to your organization's professionalism and accounting of debris collected and "correct" invoicing; Collier County has received all reimbursement, allowed from FEMA and the State of Florida.

Again, thank you for the opportunity to be associated with such an excellent company and we look forward to working with you on future projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel R. Rodriguez".

Daniel R. Rodriguez, M.B.A., CFM
Solid Waste Management Department Director

FEMA Review of an O'Brien's Monitored Debris Project

Office of Inspector General

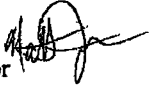
U.S. Department of Homeland Security
Washington, DC 20528



**Homeland
Security**

April 28, 2006

MEMORANDUM FOR: Scott Morris
Director
FEMA's Florida Long Term Recovery Office
Orlando, Florida

FROM: C. David Kimble 
Acting Audit Director
Atlanta Field Office

SUBJECT: *Review of Hurricane Wilma Activities
Collier County, Florida
FEMA Disaster No. 1609-DR-FL
Report Number GC-FL-06-39*

We performed an interim review of costs associated with Hurricane Wilma debris removal activities for Collier County, Florida. The objectives of the review were to determine whether the county (1) was properly accounting for disaster-related costs and whether such costs were eligible for funding under FEMA's public assistance program, and (2) let contracts according to federal procurement standards and FEMA guidelines, and had adequate procedures for monitoring the activities of the contractors.

The county received an award of \$37.6 million from the Florida Department of Community Affairs, a FEMA grantee, for debris removal activities. The award provided funding for five projects under which the county let four contracts, as follows:

| Project Number | Approved Scope of Work | Amount Awarded | Number of Contracts |
|----------------|--|---------------------|---------------------|
| 7 | Debris Collection, Hauling, and Disposal | \$29,621,050 | 1 |
| 52 | Contractor Monitoring - Collection, Hauling and Disposal | 7,187,335 | 1 |
| 761 | Emergency Road Clean up | 548,302 | 1 |
| 765 | Emergency Road Clean up | 44,080 | 1 |
| 1496 | Contractor Monitoring- Road Clean up | 162,511 | 1 |
| Total | | \$37,563,278 | 4 |

As of March 16, 2006, the cut-off date of our review, the county had recorded expenditures of \$13.3 million under the projects and had received \$9,512,751 of FEMA funds.

We analyzed the county's accounting system and reviewed the county's contracting practices, contract documents, and monitoring procedures. We also interviewed FEMA, county, and contractor officials.

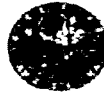
We concluded that the county had an effective system for accounting for disaster-related costs. A separate cost account had been established to record project expenditures and accounting entries could be systematically traced to supporting source documents. Moreover, the county procured debris removal contracts competitively, maintained detailed contract files, and had adequate monitoring procedures for reviewing and approving debris removal activities and billings of the contractors. Because this report contains no recommendations, no actions are required.

The review was conducted in conjunction with the President's Council on Integrity and Efficiency (PCIE) as part of its examination of relief efforts provided by the Federal government in the aftermath of Hurricanes Katrina and Rita. As such, a copy of the report has been forwarded to the PCIE Homeland Security Working Group, which is coordinating the Inspectors General review of this important subject.

The nature and brevity of this assignment precluded the use of our normal audit protocols; therefore, this review was not conducted according to generally accepted government auditing standards. Had we followed such standards, other matters might have come to our attention.

Auditors Oscar Andino and Vilmarie Serrano performed this review. Should you have any questions concerning this report, please contact me at (770) 220-5240.

cc: Under Secretary for Management
Acting Under Secretary for Emergency Preparedness and Response
Acting Chief Financial Officer, DHS
Chief Procurement Officer, DHS
Audit Liaison, DHS
Audit Liaisons, FEMA
Chief Financial Officer, FEMA
Senior Procurement Officer, FEMA
Deputy Director, Gulf Coast Recovery
Florida State Coordinating Officer
FEMA Regional Director, Region IV



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

April 3, 2006

To Whom It May Concern:

The Florida Department of Transportation (FDOT) has historically provided force account personnel to support the Florida Division of Emergency Management (FDEM), working in conjunction with the Federal Emergency Management Agency (FEMA), to assist with Florida's hurricane recovery efforts. During the 2005 hurricane season, the FDOT implemented an alternative approach with regard to providing emergency response personnel by the use of contract personnel.

The awarded contractor, Solid Resources, Inc. (SRI), has been instrumental in the successful launch of this effort. The personnel provided by SRI have been professional and knowledgeable in FEMA's Public Assistance program.

I was assigned to my current Area of Responsibility (AOR) just days before Hurricane Wilma made landfall. The AOR that I am responsible for covers 17 Counties in South Florida; 16 counties were affected in my AOR. During this time, there were a handful of SRI employees already assigned to assist with the recovery efforts from Hurricane Katrina in Southeast Florida; however, there was not enough personnel to support an effective response to Hurricane Wilma.

Key personnel of SRI were immediately available to assist with the identification and placement of the required personnel. As a Florida-based company, the institutional knowledge that SRI possessed regarding the affected areas was invaluable and greatly assisted with providing an expeditious and efficient response to the impacted counties.

Throughout the past five months, SRI has continued to provide proficient and specialized support to meet South Florida's growing recovery needs. I have found the SRI staff to be dependable and capable of sustaining the delicate balance of maintaining interagency relations while simultaneously protecting the interests of the People of Florida.

As a manager and an emergency responder, it has been a pleasure to work with a company that displays a high level of commitment by providing quality customer service to the people that we serve and I would not hesitate to work with Solid Resources, Inc. in the future.

Sincerely,
Robin T. White
Deputy Public Assistance Officer – Operations South
Florida Division of Emergency Management

2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: <http://www.dca.state.fl.us>

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 330502227
(888) 388.2467

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 323992100
(904) 488.2146

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 323992100
(904) 213.0060

FLORIDA LONG TERM RECOVERY OFFICE
100 Sunport Lane
Orlando, FL 32809
(407) 848.3968



CITY OF RECTOR

May 21, 2009

Mr. Stankovich
President
Solid Resources
555 Winderley Place
Suite 220
Maitland FL 32751

Dear Mr. Stankovich,

We would like to express our gratitude for the excellent service that your company provided the City of Rector during the ice storm that devastates our community earlier this year. We are very pleased with the quality of service and sincerely appreciate your responsiveness and the way you conduct business.

The professionalism and efforts that you provided in removing the storm-related debris was outstanding. We appreciated the way that the city officials were provide with daily progress reports so that the community's residence could be kept informed. We would like to especially commend Project Manager Amed Itayem for his professionalism in overseeing this project. His hands on approach was much appreciated.

Again, thank you for the opportunity to be associated with such an excellent company.

Sincerely,

Todd Watson, City Superintendent
City of Rector, Arkansas

403 South Stewart • Rector, Arkansas 72461

LAFOURCHE
Parish of Lafayette
PARISH
GOVERNMENT

P.O. Drawer 5548 • Thibodaux, LA 70302 • Telephone 985.446.8427
Thibodaux 800.834.8832 Fax 985.446.8459 • Raceland 800.794.3160 Fax 985.537.7707

January 6th, 2009

Mr. Gary Stankovich
President
Solid Resources, Inc.
2201 Cantu Court, Suite 119
Sarasota, FL 34232

Subject: Hurricane Gustav FEMA DR-1786
Hurricane Ike FEMA DR-1792

On behalf of Lafourche Parish Government, we hereby recognize the outstanding efforts of the Solid Resources, Inc. response team for its performance following the subject events which affected Lafourche Parish, Louisiana during the 2008 Hurricane season. Through a review of proposals, your firm was selected as the first position monitoring contractor based on your qualifications and experience to provide management and monitoring services associated with disaster generated debris removal, in this case, totaling approximately half a million cubic yards of debris.

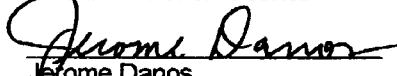
In a timely and efficient manner following these disasters, Solid Resources, Inc. had a team of professionals on site to help us establish temporary debris sites, certify trucks, and train the monitoring personnel and begin the efforts to provide services to our residents and restore our community. Critical services also included contract management, collection and disposal monitoring, invoice validation and reconciliation, and FEMA compliance and reimbursement support.

We specifically recognize your willingness, cooperation, and diligence in ensuring that the needs of our local governments and citizens were met in every way possible.

The projects are currently being closed out and we fully expect that Lafourche Parish will receive complete reimbursement for our eligible costs within the next couple of months. We would not hesitate to recommend Solid Resources, Inc. on any disaster recovery effort.

Sincerely,

Lafourche Parish Council


Jerome Danos
Solid Waste Manager

Charlotte A. Randolph

Parish President

Matt Matherne

District 5



P.O. Drawer 5548 • Thibodaux, LA 70302 • Telephone 985.446.8427
Thibodaux 800.834.8832 Fax 985.446.8459 • Raceland 800.794.3160 Fax 985.537.7707

January 28th, 2013

O'Brien's Response Management Inc.
2200 Eller Drive
Fort Lauderdale, Fl. 33316

Subject: Hurricane Gustav FEMA DR-1786
Hurricane Ike FEMA DR-1792
Hurricane Isaac FEMA DR-4080

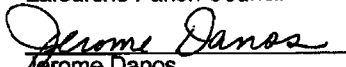
On behalf of Lafourche Parish Government, we hereby recognize the outstanding efforts of the O'Brien's Response Management Inc. for its performance following the subject events which affected Lafourche Parish, Louisiana during the 2008/2012 Hurricane seasons.

Through a review of proposals, your firm was selected as the first position debris monitoring contractor based on your qualifications and experience to provide monitoring services associated with disaster generated debris removal, in this case, totaling up to approximately 500,000 cubic/yards of debris.

We specifically recognize your willingness, cooperation, and diligence in ensuring that the needs of our local governments and citizens were met in every way possible.

Sincerely,

Lafourche Parish Council


Jerome Danos
Solid Waste Manager

| | | | |
|-----------------------|------------------|-----------------|------------|
| Charlotte A. Randolph | Parish President | Matt Matherne | District 5 |
| Jerry Jones | District 1 | Lindel Toups | District 6 |
| Michael Delatte | District 2 | Phillip Gouaux | District 7 |
| Louis Richard | District 3 | Rodney Doucet | District 8 |
| Joseph Fertitta | District 4 | Daniel Lorraine | District 9 |



COUNTY OF CHARLOTTE

PUBLIC WORKS DIVISION

7000 Florida Street
Punta Gorda, Florida 33950
Phone: (941) 575-3600
Fax: (941) 637-9265

www.charlottecountyfl.com

November 7, 2005

Richard Harvey
Solid Resources, Inc.
4456 Friar Tuck Lane
Sarasota, FL 34232

Subject: Hurricane Charley

Dear Mr. Harvey:

As we wrap up debris issues from the hurricanes of 2004, I want to express my thanks for the outstanding job done by Solid Resources Inc. (SRI) in the provision of debris monitoring services following Hurricane Charley. SRI was a vital part of the team that helped restore county operations in a timely and cost effective manner.

We quickly learned that we could rely on SRI to navigate the minefield of rules and regulations associated with post-storm debris collection. Your knowledge and experience from prior events helped Charlotte County avoid costly mistakes that could have prolonged the recovery process.

As the County's debris manager for Charley, I can unequivocally recommend your services to local governments in need of debris monitoring expertise.

Sincerely,

R. Alan Holbach, FPEM
Maintenance & Operations Manager

RAH/cs

copy: File 27050000 – 051101ah

OUR MISSION: To Exceed Expectations in the Delivery of Public Services



Charlotte County Government

"To exceed expectations in the delivery of public services."

www.CharlotteCountyFL.com

January 28, 2013

To Whom It May Concern:

Following Hurricane Charley in 2004, Charlotte County selected Witt/O'briens (formerly Solid Resources) as our debris management firm. We were extremely happy with their services, especially the timeliness of their response to the storm. Their sound knowledge of FEMA procedures enabled management of our debris removal process in a way that resulted in full reimbursement for all costs from FEMA. In all, Witt/O'briens successfully managed the removal of over 1.8 million cubic yards of debris.

I highly recommend the services of Witt/Obriens. Please feel free to contact me if you would like additional feedback.

Regards,

A handwritten signature in black ink, appearing to read "Jason Stoltzfus".

Jason Stoltzfus
Program Liaison – Administration
Charlotte County, FL
(941) 743-1582

ADMINISTRATION

18500 Murdock Circle, Suite 538 | Port Charlotte, FL 33948-1068
Phone: 941.743.1944 | Fax: 941.743.1554



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

4200A N.W. 10th AVENUE • OAKLAND PARK, FLORIDA 33309 • TEL 754-321-4200 • FAX 754-321-4287

SAFETY DEPARTMENT
JERRY GRAZIOSE, DIRECTOR
www.browardschools.com

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JAMES F. NOTTER
Superintendent of Schools

August 13, 2009

To Whom It May Concern,

Solid Resources, Inc. (SRI) has provided professional services to the School Board of Broward County, Florida since 2008. The scope of services includes providing technical support for over 600 FEMA Public Assistance (PA) Project Worksheets for several Federally-declared disasters in Broward County. These services include reviewing and reconciling documentation, preparing JCTs, and representing SBBC in final inspection and close-outs. Solid Resources, Inc. (SRI) also developed a Debris Management Plan for the School Board which was reviewed and approved by FEMA.

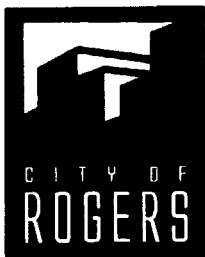
The staff at Solid Resources, Inc. (SRI) is professional and knowledgeable of the FEMA Public Assistance Program. The Solid Resource Inc. Team (SRI) working with the School Board of Broward County, Florida has demonstrated a solid understanding of the FEMA Public Assistance Program, and we are pleased with their services.

Solid Resources Inc. (SRI) is an excellent firm to assist with providing FEMA Public Assistance Program services, and I highly recommend them. Should any further information be needed, or if I may be of any assistance, please call my office at (754) 321-4200.

Sincerely,


Jerry Graziose, Director
Safety Department

JG/cac



1000 N. Main Street

OFFICE OF THE MAYOR

Steve Womack, Mayor | Wichita Thomas, Assistant to the Mayor

April 2, 2009

Mr. Gary Stankovich
President
Solid Resources, Inc.
2201 Cantu Court, Suite 119
Sarasota, FL 34232

Dear Mr. Stankovich:

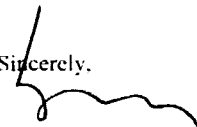
On behalf of the citizens of Rogers, Arkansas, I am pleased to offer my deepest thanks and appreciation for the terrific work performed by Solid Resources, Inc. in the aftermath of the devastating ice storm that hit our area in late January.

Specifically, I commend Mr. Richard Bussey of your staff, who served as the project manager during the recovery operation. I truly enjoyed working with Richard and his team, whom I found to be both competent and committed to a professional job. SRI did not disappoint us.

This was my first experience with a disaster of this magnitude. While I had a steep learning curve, I certainly benefitted from having the very best help along the way. For that, I am eternally grateful.

Please accept the enclosed medallion as a token of the appreciation of the City of Rogers. If I can ever be of assistance, do not hesitate to give me a call.

Sincerely,



Steve Womack
Mayor

CC: Richard Bussey

301 West Chestnut Street | Rogers, Arkansas 72756 | Phone 479.621.1117 | Fax 479.631.2767 | www.rogersarkansas.com

City of Miami



September 30, 2009

PEDRO G. HERNANDEZ, P.E.
City Manager

Mr. Gilberto Gonzalez
Vice President
Solid Resources, Inc.
6505 Blue Lagoon Drive, Ste 435
Miami, Florida 33021

Dear Mr. Gonzalez,

As a representative of the City of Miami, I would like to express the City's gratitude to Solid Resources, Inc. for their support with disaster planning and recovery efforts for the City. The knowledge and experience of the team members in the areas of the FEMA Public Assistance and FHWA Emergency Relief programs has proven to be and continues to be invaluable to the City.

As the City's emergency management and debris monitoring consultant, Solid Resources has proven to be a valuable partner in the pre-disaster planning and preparation process through coordination activities with all of the City's debris removal vendors to ensure that the City is prepared to respond in the event of a disaster. This effort includes the professional and expedient manner in which the Solid Resources team developed a comprehensive and thorough Debris Management Plan (DMP) for the City. The plan was successfully approved by FEMA Region IV on the first submittal so that the City might take advantage of both the benefits of the FEMA Pilot Program that was previously in place and to have a working document so that the City can put forth a coordinated effort in disaster response.

The City of Miami would recommend the services of Solid Resources to any potential client with emergency management needs and we look forward to working on current and future projects together.

Sincerely,

A handwritten signature in black ink, appearing to read "Bashir Wayne".

Bashir Wayne
City of Miami
Hazard Mitigation and Recovery Specialist
FEMA /FHWA Grants Coordinator



ARCHDIOCESE OF MIAMI

PASTORAL CENTER
2401 B. SCAYNE BOULEVARD
MIAMI Shores, Florida 33136-2070
(305) 751-6241
(305) 758-6201 (TDD)

MULTIPLIPLICATION OFFICE

January 21, 2009

Mr. Gilberto Gonzalez
Solid Resources Inc.
2201 Cantu Court, Suite 119
Sarasota, Florida 34232

Mr Gonzalez:

On behalf of the Archdiocese of Miami I would like to thank Solid Resources Inc., you, and your staff for your professional as well as the personal interest you have taken as we worked thru our FEMA disaster project for both Katrina and Wilma. Without your guidance and expertise this would have been a daunting task.

While we hope never to face this problem again we are comforted in the knowledge that we can rely on people like you to see us thru this difficulty.

Sincerely yours.

A handwritten signature in black ink, appearing to read "Bob Brown".

Bob Brown
Building Commission Director