

SERVICES AGREEMENT

This Services Agreement is being facilitated through the Houston-Galveston Area Council's Cooperative Purchasing Program contract with Beck Disaster Recovery, Inc. for Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services.

This SERVICES AGREEMENT ("Agreement") is dated July 24th, 2008 by and between **BECK DISASTER RECOVERY, INC.** ("Consultant"), with offices at 800 North Magnolia, Suite 400, Orlando, Florida 32803 and **HIDALGO COUNTY, TEXAS** ("Client"), with offices at 100 North Closner Boulevard, Edinburg, Texas 78539.

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Consultant and Client agree Consultant will perform Services associated with debris management and disaster recovery as described in the Scope of Services attached as Exhibit A in accordance with the schedule set forth therein.
2. **Independent Contractor:** Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
3. **Standard of Care:** Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
4. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
5. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth on Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.
6. **Payment:** Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the Billing Rates attached as Exhibit B. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided below. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law, whichever is lower) on

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the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

7. **Indemnity:** The consultant shall save harmless the Client from all claims and liability due to activities of himself, his agents, or employees, performed under this contract and which to the extent result from an negligent act, error or omission of the Consultant or of any person employed by the consultant. The Consultant shall also save harmless the Client from all expenses, including attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Consultant, his agents, or employees.

8. **Insurance:** Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to Client:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

9. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

10. **Limitation of Liability:** No employee of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant, its officers, directors, shareholders, employees and subconsultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (U.S. \$1,000,000.00).

11. **No Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

12. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely

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Consultant: BECK DISASTER RECOVERY INC.
Attention: CHUCK MCLENDON, PRESIDENT
Address: 800 N. MAGNOLIA AVENUE, SUITE 400
ORLANDO, FL 32803

With a copy to:

Legal Department (which will not be considered notice)
1001 Fourth Avenue, Suite 2500
Seattle, Washington 98154-1004 USA

- c. Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.
- d. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- e. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
- f. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- g. This Agreement shall not be construed against Consultant only on the basis that Consultant drafted the Agreement.
- h. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.
- i. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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IN WITNESS WHEREOF, the Parties have signed this Agreement the date first written above.

HIDALGO COUNTY, TEXAS

Signature [Handwritten Signature]
Name Juan D. Salinas, III
Title County Judge - Hidalgo
Date 7-24-08

Signature [Handwritten Signature]
Name AA. TONY PENNIE
Title Emergency Management Coordinator
Date 24-JUL-2008

BECK DISASTER RECOVERY, INC.

Signature [Handwritten Signature]
Name John Buki
Title Managing Director
Date 7/24/08

Signature _____
Name _____
Title _____
Date _____

- Exhibit A: Scope of Services
- Exhibit B: Fee Schedule

EXHIBIT A

SCOPE OF SERVICES

Technical Approach

This section describes the general approach that the BDR Team will utilize to provide the services requested by Hidalgo County.

For organizational purposes, we have chosen to describe below the general approach that the BDR Team will take in assisting the County in three distinct phases:

- Disaster Debris Monitoring Services;
- Emergency Management Planning and Training; and
- Damage Assessment and Reconstruction Services.

The sections that follow present BDR's proposed approach to each of these three phases.

A. Disaster Debris Monitoring Services

BDR provides comprehensive disaster debris monitoring services. Our monitoring services begin days before a known event impacts the County. BDR assists the County in activating contracts, ensuring TDSRS locations are available, coordinating logistics between partner communities and organizations, and other essential requirements.

Following this period, BDR will assist Hidalgo County with immediate response activities – including damage assessments and time and materials documentation during the 72-hour push period. Finally, BDR can assist the County during the recovery period to manage debris contractors, document work in accordance with state and federal reimbursement guidelines, develop public information and media materials, and other essential recovery tasks. The sections that follow present the BDR Team's approach to providing the disaster debris monitoring services requested by the County.

Project Management

A debris recovery operation is a massive undertaking. Ensuring that a debris recovery project is properly managed is perhaps the most important task of a debris recovery operation. BDR's approach to project management involves the development of a robust project team to allow for key staff with project management responsibilities to focus exclusively on the project management function. Specific elements of BDR's project management approach are discussed below.

Project Management Plan (aka Debris Management Action Plan): Upon activation, one of the initial tasks that BDR will perform is the development of a project management plan for the specific disaster occurrence that includes essential documents including: (1) an organizational chart showing the inter-relationships of County, BDR, and debris removal contractor staff, (2) a contact list of relevant staff persons from the County, BDR, and debris removal contractor staff, (3) a copy of the BDR and debris removal contractor contracts, and (4) other key field documents such as a County map depicting TDSRS locations, etc.

Cost Tracking: BDR recognizes that one of its primary responsibilities is to expeditiously implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies.

Staff Mobilization: When the impact of a disaster becomes apparent on the County, essential BDR staff with key experience in various aspects of debris operations (including 72 hour push, truck certification, mapping/zone development, etc.) will mobilize in the region in order to participate in the "response" phase of the disaster event. Staff included in BDR'S field monitor database will be contacted and put on notice of

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the potential need to mobilize to the County. During this period, other logistical arrangements, such as lodging arrangements for key staff will be booked in order to ensure reasonable housing for the response period.

Equipment/Supplies Mobilization: The BDR Team will prepare our mobile command center, generators, inventory of load tickets, and other essential field equipment (e.g., cameras, GPS units, etc.) for potential mobilization to the County. We will also contact key vendors (e.g. construction trailer vendors, etc.) to expedite field equipment that will be required for an extended debris removal assignment.

Daily Meetings: BDR will facilitate daily meetings between the County, BDR, and debris removal contractor project management staff (typically around 4 to 5 p.m. in the afternoon) to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, etc. BDR staff members in attendance will include BDR'S Project Manager (or their designee), the BDR Operations Manager for each contractor, and other appropriate BDR staff as necessary. BDR has found that daily meetings are essential for the first few weeks of a debris removal operation after which frequency is typically reduced, as appropriate.

Work Scheduling: BDR will work with the County's designated Debris Manager to schedule work for each day. BDR will assist the County in identifying and addressing critical damage areas and "hot spots" that require immediate attention.

Reports and Website Management: Information is one of the most critical elements of a debris removal operation. BDR's daily reporting system will provide the County with daily and cumulative statistics, including (1) number of collection vehicles operating, (2) total loads and cubic yards collected per TDSRS, by debris type (3) total loads and cubic yards collected per contractor, by debris type(4) average truck size per contractor, (5) number of participants at public drop-off sites, etc. BDR is also prepared to comply with the County's requirements for weekly reports, a final summary report, and other reports and documentation as requested.

The BDR Team can assist the County in developing and managing a website on the debris removal process. The website would likely include: (1) instructions on proper debris set-out procedures, (2) maps (updated daily) showing the progress of debris removal operations and general timeframes when debris removal contractors can be expected in a general area, and (3) daily and cumulative debris collection statistics (loads and cubic yards removed).

Debris Hotline Call Center Operations: Following a disaster, citizens will look to the County for direction regarding the debris removal process and project progress. The BDR Team is prepared to assist the County in establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns. BDR operated a debris hotline for Escambia County, Florida - as a FEMA reimbursable expense - following Hurricanes Ivan and Dennis for approximately a 12 month period.

Contractor Damages: Damages resulting from contractor debris removal efforts are inevitable in a debris removal effort. BDR has developed a database application to track and help the County manage contractor damages.

Resource Management: BDR maintains a staff of Resource Managers with an exclusive responsibility to assist Project Managers and other field staff in obtaining and coordinating staff, equipment, and other critical field logistics.

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Push Period Assistance

The 72-hour push period is the time when debris removal contractors (and/or County crews) are charged with clearing blocked roadways for emergency vehicle passage. If contractor crews are utilized, the work is generally done on a time and materials basis during this period. Because this period is typically reimbursed by FEMA at 100% Federal Share Level, it is critical that equipment utilized for emergency road clearance work is properly identified and logged. BDR is prepared to assist the County during the push period in a number of ways including: (1) conducting an inventory of blocked roads that require immediate clearance, (2) administering the sign in and sign out of labor and equipment to track time and material charges, (3) assisting County staff in maintaining maps or databases to track road clearance progress, and other essential tasks as requested.

Public Information Support

Those local governments that have received the highest praise from their citizenry following a disaster are typically those that have communicated the best. BDR is prepared to provide public information staffing support as requested by the County. BDR has full-time public information/reasons staff available to assist County staff with press releases, public notices, web-site development and support, and other public information functions.

Truck Certification

Truck certification is perhaps the most critical element of the monitoring component of a debris removal project because the process establishes a volumetric capacity for each collection vehicle utilized – many of which deliver hundreds of loads during a debris removal project. Minor errors in truck certification measurement and calculation can result in substantial volumetric and cost discrepancies. BDR has established a standard methodology for truck certification.

Aspects of BDR's truck certification procedure include:

- Use of the BDR truck certification form. This form includes the latest in FEMA guidelines on truck certification documentation and volume calculations.
- Minimum Vehicle Requirements: BDR will inspect collection vehicles to ensure TxDOT and County compliance.
- Special notations on truck placards for sideboards and other unique vehicle attributes. These notations inform tower monitors that the measured capacity includes sideboards (or other modifications), thus discouraging collection contractors from fraudulently altering vehicles after certification.
- Photography of vehicles and drivers.
- Periodic spot checks and recertification of trucks that were potentially altered after initial certification.

Field Monitoring

BDR has developed a number of unique approaches to our field monitoring program. Specific aspects of this program are highlighted below.

Local Employees: One very important goal of a disaster recovery effort is to put displaced workers from the local area back to work. The BDR Team is committed to hiring and training field monitor staff from Hidalgo County. Typically, 95 percent of our project staff is hired from the local area. To the extent there are concerns over the quality of field collection monitor staff, BDR is prepared to bring in experienced

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field monitors from other parts of Texas and the Southeast (many of which worked for BDR during the 2004 and 2005 storm season). All BDR field personnel will be provided with badges (including a recent photo) identifying them as County contractors.

Field Monitor Training Program: Prior to monitors being put in the field, they are required to participate in BDR's field monitor training program. Our 2006 training program will include a video and PowerPoint Presentation on field monitor responsibilities. In addition to this training, monitors will be provided with a variety of field reference documents (e.g., sample completed tickets, etc.).

Daily Field Monitor Operations: The bullets below highlight some of the various aspects of a BDR debris removal program.

- At the start-up of collection operations, BDR collection monitors arrive at the staging location approximately 45 minutes prior to the start of field operations. Activities that typically occur during this 45 minute period include: 1) debriefing by Collection Manager and/or field supervisors on important issues, 2) distribution of safety gear (caution lights, safety vests, etc.), and 3) distribution of map books and debris tickets. Strict records are kept of the debris ticket numbers assigned to specific monitors allowing for easy tracking in the event of alleged fraud.
- At the outset of collection operations, we anticipate approximately one monitor assigned to approximately four trucks. As operations continue and trucks spread out within collection zones to efficiently collect scattered debris, the ratio of monitors to trucks will likely decline.
- A collection field supervisor will be assigned to approximately ten to twelve monitors. BDR has found this to a reasonable ratio thereby allowing field supervisors to routinely interface and perform quality assurance control checks with field monitors on multiple occasions each day. Responsibilities of the field supervisor include verification of load ticket accuracy and response to collection monitor and debris contractor issues in the field.
- Field monitors shall be responsible for: (1) verifying the proper loading and compaction of debris into the debris recovery contractor's certified loading container, (2) ensuring that all debris recovery contractors and their subcontractors adhere to the County's Debris Management Action Plan and that they are working in an efficient and safe manner, (3) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.), and (4) photographing loads as directed by the County.
- At approximately 3 p.m. each afternoon, we will ask the debris contractor project manager to provide an estimate on the number of monitors that will be required for the following day. This will allow time for the BDR scheduling manager to schedule the appropriate number of collection monitors for the following day.
- At the close of operations each day, all collection and disposal monitors will report back to the staging area to 1) turn in all completed tickets, 2) update the master map book showing street areas cleared of debris on that particular day, and 3) report any inconsistencies or problems that occurred during the day.

QA/QC Program: The vast majority of ticket errors occur within the first few weeks of the initiation of a debris removal program. As such, BDR assigns QA/QC staff to each TDSRS tower with the sole responsibility of reviewing tickets and contacting supervisors and field monitors immediately after errors are identified. This process serves three very important purposes: (1) it allows BDR to quickly rectify ticket errors by getting the correct information immediately, (2) it provides instant feedback to field monitors thereby reducing errors that would otherwise be made throughout the day (until such time as

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tickets are reviewed), and (3) it allows BDR to track monitor performance (and terminate those monitors that make repeat errors).

Other Field Monitoring Support Services: BDR has extensive experience with all aspects of debris monitoring beyond traditional right-of-way monitoring to include: (1) leaner and hanger removal programs, FEMA and NRCS waterways debris removal programs, (3) abandoned vehicle and vessel recovery programs, and (4) comprehensive private property/Right of Entry (ROE) debris removal programs. BDR has administered the largest ROE programs in recent history including programs for Escambia County (FL), Pensacola (FL), Gulfport (MS), Harrison County (MS), and Waveland (MS).

TDSRS Monitoring and Support

BDR's approach to TDSRS monitoring and support stems from the parent companies decades of experience in the design and operations of solid waste management disposal facilities. Examples of specific approaches relative to TDSRS monitoring and support are identified below.

TDSRS Emergency Permitting: BDR is highly knowledgeable of State and Federal Emergency Permitting Guidelines. BDR routinely serves as the local government's agent (with regulatory agencies) for TDSRS permitting issues.

TDSRS Tower Monitoring: BDR will provide a minimum of two tower monitors per TDSRS tower site. Specific responsibilities of tower monitors shall include: (1) making truck fullness load calls and recording the information on the proper load ticket, (2) taking photographs of loads (as directed by the County), (3) consulting with truck drivers and debris contractor staff on potential safety issues, (4) verifying that contractor equipment is empty prior to leaving the TDSRS, (5) collecting and organizing load tickets and providing them to designated BDR staff. BDR's tower monitor training documents are included in Section 4. BDR is also prepared to provide security at TDSRS sites while not in operation.

Public Drop-Off Site Operations: BDR is prepared to provide site supervision (at levels directed by the County) for any public drop-off sites that the County may elect to open. Residential drop-off site services routinely provided by BDR include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions, and site closure and security.

Market Assistance: BDR staff is uniquely familiar with disposal and recycling markets throughout the Southeastern United States. During the 2004 and 2005 storm season, BDR has assisted a number of our clients in evaluating proposals by collection contractors on proposed outlets for storm debris residuals (both wood chips and C&D debris).

Other TDSRS Support Services: BDR is prepared to assist the County with any other TDSRS services that may be required including traffic support (i.e., flaggers) and after-hours site security.

Data Administration and Invoice Reconciliation

One of the most important and time consuming elements of a disaster recovery operation is the process of managing thousands of load tickets and reviewing and approving debris contractor invoices. BDR has received praise from both municipal staff and debris contractors for the promptness and level of attention that we have placed on this very important element of the debris recovery process.

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After tickets are turned in to the staging location each day, the following steps will take place:

- Tickets will be transported to BDR's local field office and entered into BDR's database on the following day. Load tickets and other critical source documentation will also be digitized (scanned).
- As soon as all tickets have been entered (typically around 3 p.m.), the County (and any other stakeholders that the County would like to have the information - FEMA debris coordinator, etc.) will be emailed a summary of the previous day's work to include total trucks in the field, total debris loads collected (by material type), total cubic yardage collected (by material type), and other data, as requested, by the County. BDR can also provide a daily GIS map to the County showing the roads that have received first, second, and third collection passes.
- If desired, BDR can also maintain this information on a County or BDR website so that accurate, near real-time information is available to the public.
- Tickets are filed in numerical order, by day, by debris site.
- Database queries are run to check for blank fields on tickets, duplicate ticket numbers, unreasonable cycle times (time loaded vs. unloaded), etc. If a problem is noted, the tickets are pulled and reviewed. If necessary, the collection monitor who wrote the ticket is interviewed to clarify critical information.
- For invoice reconciliation, once invoices are received at BDR's offices they are electronically and physically date stamped. A database query is run that performs a ticket by ticket comparison of the BDR database versus the contractor database. The database generates a report that shows where the two databases agree, disagree, or have missing information. A BDR data analyst is tasked with pulling all tickets in question and making a determination of required corrective action. A pre-approval report summarizing all tickets that match or pass the reconciliation process is forwarded to a BDR financial analyst. To the extent that tickets still in dispute are less than the contractor's retainage – the invoice (less the retainage) is approved for payment. The BDR manager in charge of invoicing then prepares a letter to the County representative responsible for invoice payment recommending payment of the invoice. Following invoice approval, an extensive process to evaluate tickets that differ in the BDR and Contractor databases is performed. This typically requires significant communication between BDR and contractor staff to resolve discrepancies. After all discrepancies are resolved, BDR sends a follow-up letter to the County recommending the amount of retainage to be released. Finally, a BDR invoicing specialist performs an audit of materials in the invoice file to ensure that the file is complete.
- BDR's proprietary database allows the County to track the impact payment approvals make on obligated Project Worksheets and County Purchase Orders. This allows the County to effectively plan PO adjustments and the need to generate adjustment (Version) Project Worksheets.

Funding Support

The BDR Team is committed to ensuring that our clients receive maximum reimbursement for eligible work from state and federal agencies. Specific funding support services provided by the BDR team are outlined below.

- **Immediate Needs Funding Support:** One of the unique elements of BDR's approach is our focused initiative to obtain Immediate Needs Funding for our clients. This process involves: (1) development of a debris quantity estimate that is supported by FEMA staff, and (2) preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of a project, and (3) assisting the County and FEMA Public Assistance officers with PW amendments (as actual debris quantity estimates begin to firm up).

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- **Appeals:** Based on our in-depth knowledge of FEMA reimbursement policies, BDR routinely assist our clients in preparing appeals. Our legal staff and appeals specialists have successfully recovered millions of dollars of previously de-obligated funds on behalf of communities throughout the Southeast.
- **Funding/Regulatory Assistance:** The BDR Team has former senior level FEMA staff located in Washington, D.C. that can provide support in tracking client PWs throughout the process and providing quick response to problem issues that may be slowing funding.

B. Emergency Management Planning and Training

Following the unprecedented 2004 and 2005 hurricane seasons and more specifically the devastating results of Hurricane Katrina, government ignorance of the potential catastrophic results of a hurricane is no longer a valid excuse.

At BDR, we work with our clients prior to Hurricane Season to ensure that the necessary plans, contracts, and procedures are in place in order to respond quickly and efficiently to any emergency situation and to identify and attain government funding programs available following a declared disaster.

The BDR Team provides a wide variety of pre-event/preparedness services to our clients. The sections below provide a summary of the approach that BDR takes to a number of these services.

COOP Plans: The BDR Team - including our strategic teaming partner Excelliant - has developed a proven disaster preparedness planning methodology that is based upon the latest business continuity planning, disaster preparedness, and project management principles. This process-centric methodology has been used by governments across the country to develop Continuity of Operations Plans (COOPs). The focus of the BDR Team's methodology is on identification of the core operations processes, identification of essential facilities, equipment, records and other resources that are required to perform those processes and the plans to facilitate a timely and orderly recovery from an emergency. The BDR Team's methodology for continuity planning is designed to meet the requirements of the Emergency Management Accreditation Program (EMAP), National Incident Management System (NIMS) and the National Fire Protection Association (NFPA) 1600 planning standards.

The BDR Team orients government personnel to the COOP process; conducts interviews with key personnel to gather necessary and appropriate information regarding essential functions and resources; and develops and implements an effective COOP. The project involves the following phases:

- **Project initiation.** The Initiation Phase sets the stage by identifying key personnel and the scope of the planning process.
- **Disaster readiness assessment.** The Disaster Readiness Assessment Phase focuses on defining core government operations so that critical processes and resources can be identified.
- **Vulnerability and risk analysis.** The Vulnerability and Risk Analysis Phase documents and prioritize the vulnerabilities and risks identified during the Disaster Readiness Assessment phase of the project.
- **Disaster readiness planning.** The Disaster Readiness Planning Phase pulls the process together in a set of planning documents designed for use in responding to all hazards that disrupt normal operations. The BDR Team conducts a final walk through of the plan with the government's designated Disaster Readiness Team made up of representatives from administration, emergency services, facility

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services, finance, health, law enforcement and social services and discuss a strategy for ongoing maintenance of the plan.

- **Continuity Exercise.** BDR's experienced facilitators will lead orientation sessions and tabletop exercises to test the plan with core departments, document the findings, and prepare an after action report. The deliverables of the tabletop exercise will serve as templates for the County to conduct future exercises.

The methodology is designed to comply with the standards of the Emergency Management Accreditation Program (EMAP) for 2003 and 2004. (The 2005 standard has not been finalized). Excellent staff worked with the current Vice Chairman of the EMAP commission to review its methodology while the EMAP standards were still only in draft form in early 2003. The methodology has continued to meet the standards as the standards evolved.

Debris contractor procurement: Given our in-depth knowledge of FEMA reimbursement policies, BDR recognizes the necessity of competitively-bid contracts. We have assisted a number of clients in writing procurement documents and assisting in the debris hauler evaluation process. Our approach to assisting the County with this process involves understanding the geography, demographics, and culture of the community and developing a scope of work (and corresponding pricing structure) that encompasses all of the potential needs of the County. BDR designs comprehensive procurement documents and resulting contracts to protect our client's economic health and eliminate potential exposure associated with scopes of work that historically have not been reimbursed by FEMA.

Mock Training Exercises: A mock training exercise is an effective method of testing and evaluating the readiness of a community to respond to an emergency situation. We can assist the County in designing and conducting drills or "table-top" exercises to evaluate staff readiness.

TDSRS Identification and Selection: As a result of BDR's experience in managing and monitoring millions of cubic yards of temporary debris storage and reduction, BDR understands the requirements necessary for an adequate TDSRS location. Our disposal experts review logistics, acreage, vegetative and population density analysis, local ordinances and contract reduction methods to identify safe, efficient, and effective TDSRS locations. We have experience in working with County GIS systems to identify potential sites and conduct field investigations to determine constituent acceptability and the likelihood of successfully permitting the site under TCEQ emergency guidelines.

Debris Management Plan Development: Specific elements of debris management plans prepared by BDR include an organizational assessment, a TDSRS evaluation to include Tier 1, 2, and 3 sites, a detailed summary of debris removal operations available to implement when necessary, and an action plan that outlines the specific steps that need to occur at each phase of the debris management process.

Emergency Operations Center Support: BDR is prepared to provide staff support at the County's EOC prior to, during, and immediately following the disaster event. As part of this effort, BDR will also assist the County in activating other contractors and identifying other immediate priorities.

Multi-Jurisdiction Coordination: County governments are often relied upon by their member communities to provide many of the core services required to respond to natural or man-made disaster. BDR recommends (and frequently facilitates) an annual meeting of those individuals from the County, incorporated cities, and other key stakeholders (TCEQ, School Board, etc.) that may be involved in debris management issues following a disaster to outline responsibilities of each jurisdiction or agency.

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TxDOT Coordination and Road List Database Development: Perhaps the most critical pre-event activity is coordination with TxDOT on road clearance and debris removal responsibilities. BDR can assist the County in developing a road database with associated maintenance responsibilities and ensuring that there is a clear understanding between TxDOT and the County regarding the road segments to be handled by each entity. Identification of the responsible applicant for various road segments is critical for reimbursement from FEMA and FHWA.

Annual Meetings: In addition of the multi jurisdiction coordination meetings discussed above, BDR recommends one or more annual meetings between the County, debris contractor(s), and monitoring firm. The purpose of these meetings is to ensure a common understanding and coordinated effort regarding processes and procedures exercised prior to, during, and following a disaster situation.

Public Information Planning and Support: Another critical element of a disaster preparedness and response program is accurate, coordinated public information. BDR is prepared to work with the County's Public Information Officer in preparing "pre-season" notices and educational materials to inform the citizenry of what to expect following a disaster. We also have extensive experience in preparing press releases and newspaper notices as well as participating in interviews on local access television stations.

Process Readiness: Another unique approach of the BDR team is that of process readiness. In the term process readiness - we are referring to the process of preparing BDR to react quickly and efficiently to a natural or man made disaster event. This process includes supply management of load tickets, truck certification forms, and other critical supplies necessary for immediate response and accurate documentation. We use technology to make data management more efficient, upgrading our load ticket and invoice reconciliation software systems. Our management team broadens their knowledge and skill sets with FEMA guidance workshops, advanced OSHA certifications, and emergency response training.

Mitigation Program Support: BDR has extensive experience in developing hazard mitigation plans and funding strategies to assist communities in receiving Federal and State disaster and mitigation funding and special appropriations for disaster relief, long term recovery and mitigation projects. We routinely provide Local Mitigation Strategy staff support to improve the community's resistance to damage from known natural hazards by providing technical and strategic assistance in prioritizing and positioning their initiatives to compete effectively for pre- and post-disaster mitigation funding, thereby reducing the cost of disasters at all levels and speed community recovery.

BDR is prepared to work with the County in determining the planning and preparedness services that the County feels are necessary.

C. Damage Assessment and Reconstruction Services

BDR is available to provide comprehensive damage assessment and reconstruction services to the County. A summary of our proposed damage assessment and reconstruction services is outlined below.

Damage Assessment

As a subsidiary of an international engineering and consulting firm, BDR possesses unique skills and resources to assist the County with a damage assessment inventory following a natural or man made disaster. Our approach to damage assessment begins with the BDR project manager coordinating with the County's debris manager (or other assigned individual) to identify the specific damage assessment

EXHIBIT A SCOPE OF SERVICES

services requested (e.g. debris related, structures, utilities, etc.). The BDR Project Manager will communicate with the BDR Resource Manager and the appropriate staff with the proper service acumen will mobilize.

Debris Estimation: A key element of the damage assessment process is determining the quantities of debris created by the event throughout the County. In order to adequately plan and mobilize for a disaster debris recovery effort, it is critical to understand the potential quantities of debris that may be generated. BDR has found that rather than relying upon a single approach, a combination of debris estimating methodologies generally produces a more accurate estimate. Debris estimating methodologies that will be used by BDR include:

- U.S. Army Corp of Engineers Debris Estimating Model (this model is widely utilized and takes into account factors such hurricane category, population base, amount of vegetative cover, etc.);
- Drive-By Parcel Survey to estimate the average quantity of debris per parcel, then multiplying the debris per parcel figure by the total number of parcels (residential, commercial, or both) in the applicable jurisdiction;
- Flyover (to determine if the debris field is isolated in certain areas or widespread across the entire jurisdiction); and
- Personal estimates by BDR and debris contractors experienced in disaster recovery efforts.

Each of these approaches will be considered in developing an estimated debris volume in the County.

Critical Infrastructure Evaluation: BDR has trained engineers and construction managers on staff to assist the County in evaluating damages to critical infrastructure including facility and utility systems. BDR is also prepared to assist the County in assessing the habitability of structures. We can assist the County in preparing costestimates for damages and identifying and implementing short-term solutions to facility and utility system issues.

Reconstruction Services

In the event of a natural or man-made disaster impacting the County, the BDR Team - including BDR's parent R.W. Beck, Inc. and our strategic teaming partner Excelliant - are committed to the long term recovery of the County. R.W. Beck, Inc. is listed in the Engineering News Record (ENR) as one of the Top 100 design engineering firms in the United States and has vast resources and capabilities to assist the County in restoring critical infrastructure from initial damage assessment through planning and design to construction management and oversight. Most recently, BDR has been assisting the City of Waveland, Mississippi in restoring the City's stormwater management system (including culvert replacement, etc.).

In addition, R. W. Beck provided a broad range of services to the Virgin Islands Water and Power Authority (VIWAPA) following Hurricanes Hugo in 1989 and Marilyn in 1995. On both occasions, R. W. Beck conducted an assessment of the initial damage to VIWAPA's transmission and distribution system and generation facilities. We prepared cost estimates and coordinated with FEMA to align their calculations to damage cost estimates. R. W. Beck also provided field monitoring and technical assistance during reconstruction. When reconstruction was complete, we conducted a follow up field inventory of VIWAPA's system and developed new transmission and distribution maps.

Specific reconstruction services offered by the BDR Team include:

- System master planning (utilities, transportation, etc.);



July 23, 2007

Ms. Laura Moya
Hidalgo County, Purchasing Department
100 North Closner Boulevard
Edinburg, TX 78539

Subject: Disaster Debris Removal Monitoring and Consulting Services

Dear Ms. Moya:

Over the past half century, the State of Texas has had 81 disaster declarations by the Federal Emergency Management Agency (FEMA) more than any other state in the country. Of those 81, 18 were the direct result of a hurricane or tropical storms. Most recently as you know, Hurricane Dolly came ashore on South Padre Island earlier this morning leaving a path of destruction and promising heavy flooding.

At this unfortunately time, Hidalgo County and communities across the southern coastal border of Texas could benefit from the services of a qualified firm to provide disaster debris monitoring services to support the oversight and management of debris recovery contractors and provide damage assessment data collection support.

Beck Disaster Recovery, Inc. (BDR), a wholly-owned subsidiary of R. W. Beck, Inc., is pleased to provide these essential services to support the County to help you recovery from this devastating storm and get you the maximum allowable reimbursement possible. As a result of years of experience in performing these types of projects, BDR has developed and fine-tuned a clearly defined approach, which we are confident will provide the County with end-to-end solutions to expedite the recovery process. We offer the County the following distinct benefits, which sets us a part from other firms.

- **Institutional Knowledge of State of Texas:** BDR and its parent company have maintained offices in Houston, Austin and Dallas, Texas for over 20 years and have become well entrenched in the local and state governmental and emergency response operations. In addition, BDR's Senior Management Team, including John Buri and Jon Hoyle, has served communities across the State of Texas through mock-activations, pre-hurricane season meetings and training seminars and also helped Jefferson County recover from Hurricane Rita in 2005.
- **Participation in H-GAC's Cooperative Purchasing Program Expedites Start-up.** For the past four years, BDR has been a pre-qualified vendor on the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program's Environmental, Community Planning, Engineering, and Homeland Security Consulting and Related Services. This program allows participating local governments, like the County, to contract directly with BDR for post-disaster response and recovery services without having to go through a standard procurement process, which would delay our ability to begin work immediately. In addition, a BDR representative sits on the H-GAC Cooperative Purchasing Program Advisory Council.
- **Ability to Respond/Texas Presence:** BDR already has a core management staff in state and is prepared to mobilize a full complement of support within 24-hours of receiving notice to proceed. With offices in Houston, Austin and Dallas Texas and throughout Louisiana and Mississippi and the vast majority of our professional staff currently residing on the Gulf Coast, BDR is positioned to be fully mobilized and available to the County immediately. BDR is licensed to do business in the State

EXHIBIT A
SCOPE OF SERVICES

- Permitting - including utility systems, facilities, disposal sites, etc;
- Utility system planning, design, permitting, and construction management;
- Transportation system design and engineering;
- Scheduling and cost estimating;
- Program and Construction management;
- Development of procurement documents for facilities, utility systems, etc.
- GIS support;
- Signage inventory and replacement; and
- Other reconstruction services requested by the County.

EXHIBIT B
HOURLY LABOR RATES

Consultant labor rates for ~~disaster monitoring service~~ requested by the County are provided below. Expenses associated with travel, per diem, lodging and mileage will be invoiced at the federal published reimbursement rate at the time the expenses are incurred, and will be billed to the County, at cost, without mark-up. All other project-related costs (e.g., cell phone usage, office supplies, copying, etc.) are included in the labor rates below.

Schedule of Hourly Labor Rates

Title/Role	Hourly Rate
Project Manager/Principal-in-Charge	\$115.00
FEMA Coordinator	\$110.00
Deputy Project Manager	\$100.00
Data Manager	\$95.00
Operations Manager	\$85.00
Field Supervisor	\$75.00
GIS Operator	\$75.00
Billing/Invoice Manager	\$75.00
Disposal Site Monitor	\$50.00
Collection Monitor	\$45.00
Citizen Drop-off Site Monitor	\$45.00
Load Ticket Data Entry Clerk	\$38.00
Project Coordinator	\$38.00

* Rates are subject to annual adjustments on the anniversary date of the contract in accordance with the U.S. Consumer Price Index.

**EXHIBIT B
HOURLY LABOR RATES**

Schedule of Hourly Labor Rates for Other Preparedness, Response and Recovery Services

To the extent the County requests BDR's assistance for services other than debris management services, such as pre-event disaster/emergency management planning, including, but not limited to, the development of disaster debris response plans, debris contractor procurements, emergency operating and preparedness planning, hazard mitigation planning, Emergency Management Accreditation Program (EMAP) Accreditation, continuity of operations planning, mitigation grant writing and project management or other post-event recovery services not listed above, including, but not limited to, infrastructure damage assessment and restoration, housing/building/utility/transportation system inspections, engineering, contract procurements and construction management, hazard mitigation grant writing, etc., the following hourly billing rates would apply.

Schedule of Hourly Labor Rates for Consulting Services

Personnel Classification	Hourly Rate
Subject Matter Expert	\$240.00
Executive Consultant/Planner/Analyst	\$225.00
Principal Consultant/Planner/Analyst	\$210.00
Principal-in-Charge	\$190.00
Project/Program Manager	\$175.00
Supervising Consultant	\$158.00
Senior Consultant	\$150.00
Consultant III	\$135.00
Consultant II	\$125.00
Consultant I	\$110.00
Program Analyst	\$95.00
Consulting Aide	\$90.00
Planning Aide	\$80.00
Analytical Aide	\$75.00
Research Assistant II	\$66.15
Research Assistant	\$51.00
Administrative Specialist III	\$60.00
Administrative Specialist II	\$48.00
Administrative Specialist I	\$44.00

* Rates are subject to annual adjustments on the anniversary date of the contract in accordance with the U.S. Consumer Price Index.

of Texas and is committed to maximizing local staffing on this important project. Upon notice to proceed we will immediately use our local relationships to seek office space in the County.

- **Nations Largest Staff of Debris Management Experts:** BDR maintains an experienced staff of over 85 disaster recovery experts, and has access to over 1,800 trained staff on call to assist with a disaster/emergency event, affording BDR the ability to deploy within hours of an event. *At its peak during the 2005 hurricane season, which was reached on November 15, 2005, BDR employed in excess of 2,300 personnel on behalf of 25 clients in Florida, Texas and Mississippi, covering a population of nearly 5.5 million.*
- **Bilingual Staff to Meet the Diverse Needs of Community:** BDR understands that being a border state, a large percentage of the County's population is of Hispanic or Latino descent and a language other than English is spoken at home. BDR is committed to providing bilingual project management staff to interface with citizens and develop multi-lingual public information materials.
- **Proven Capabilities in Providing Disaster Debris Management and Reimbursement Services:** BDR has been providing disaster management, recovery and reimbursement services to local government clients throughout the U.S. for over 18 years. Since the 2004 hurricane season, *BDR has managed the recovery effort for over 50 million cubic yards of debris on behalf of over 40 public sector clients - resulting in excess of \$1.5 billion in FEMA reimbursable costs to our clients.* We have managed projects in response to every hurricane making landfall in the U.S. during 2004 and 2005, as well as various tornadoes and ice storm projects.
- **Commitment to Continuous Quality Improvement:** In the past 18 months, BDR has invested nearly \$2 million in improving our data management systems and reporting processes to ensure that accurate and expeditious reports are provided when we are called upon to activate our staff. The investments BDR has made in our Mobile Command Center, automated ticketing technology, geographic information system (GIS) tracking tools for roads and canals and hauler invoice reconciliation software will speed the processing and approval of the County's hauler invoices and provide up-to-date information on the recovery effort to County officials.
- **FEMA Reimbursement Experts/Washington D.C. Lobbying Support:** As a unique benefit to the County, BDR maintains a staff of reimbursement experts that have been successful in obtaining reimbursement for over \$1.5 billion of debris-related costs. As part of this support team, BDR has retained the services of Dan Craig, former FEMA Director of Response and Recovery and Jim Schumann, former FEMA Director of Legislative Affairs, in Washington D.C. to help BDR clients maximize reimbursement from FEMA and to obtain favorable interpretation of FEMA reimbursement policy.
- **"Best in Class" Service:** All hazards mitigation, emergency preparedness/planning response and recovery are our core business – not a part-time practice. *BDR is dedicated to building a world-class organization to provide "best in class" service to our clients.*

Although we hope no harm will come to the County, we would be honored to work with you to provide the high quality service our clients have come to expect. If you have any questions regarding this response, please feel free to contact me at (407) 803-5700 or John Buri at (713) 737-5763

Sincerely,
BECK DISASTER RECOVERY, INC.



ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
7/25/2008

PRODUCER Commercial Lines ... 206-892-9200 ABD Insurance & Financial Services 601 Union Street Seattle, WA 98101	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Beck Disaster Recovery, Inc. 1001 Fourth Avenue, Suite 2500 Seattle WA 98154	INSURER A: Traveler's Property & Casualty Company of Ameri	25674
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P630533D116ATIL08	07/01/2008	07/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P810533D166ATIL08	7/1/2008	7/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PJUB2813L40A08	7/1/2008	7/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Disaster Clean Up (Orlando - BDR)
 Hidalgo County, Texas is an additional insured as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County, Texas
 Attn: Vangie Garcia
 100 North Closner Boulevard
 Edinburg, Texas 78539

CANCELLATION Ten Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.