

APPROVED**AI-22793****21.A.6.****Amendment to Task Order No. 2010-1****CC REGULAR****Date:** 09/07/2010**Submitted By:** Vangie Garcia, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Information****CAPTION**

Approval of an "Amendment" to Task Order No. 2010-1 with Beck Disaster Recovery, Inc. (approved by CC-07/27/10) to include the additional services as authorized by FEMA. Services to be provided under Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between Beck Disaster Recovery, Inc. and Hidalgo County.

BACKGROUND**Fiscal Impact****FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

This agenda item will have no budget impact. This is a request for approval of Amendment to Task Order No. 2010-1.

FISCAL YEAR: 2010**ACCT. #:** 0-1100-415-00-115-082-0-350**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

HURRICANE ALEX-OTHER SERVICES
FUNDS AVAILABLE AS OF 09/03/10. RC

AttachmentsLink: Task Order No. 2010-1Link: Amended Task Order No. 2010-1**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2010 05:26 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2010 07:55 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2010 08:52 AM	APRV
4	Auditor's Office	Linda Fong	09/03/2010 09:30 AM	APRV

Form Started By: Vangie Garcia
Final Approval Date: 09/03/2010

Started On: 09/01/2010 05:05 PM

ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

~~no action~~ **1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. Presentation for discussion, consideration and action
Including, but not limited to, the following items in connection with New Adult Detention Center:

- a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
- b) Construction of additional pod(s)
- c) Selection and engagement of an architect for the construction of additional pods

~~no action~~ **3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**

- a) Renovations of administration building
- b) Other ongoing county owned building construction, renovation repair projects
- c) Emergency situations occurring since last agenda meeting

4. AI-22791
~~approved~~ Approval of Request for Payment-Invoice No. 018804 in the amount of \$29,030.00 submitted by Valtex Insulation, Co., awarded contractor for "Hidalgo County -Doors and Frames for Old Administration Building 3rd Floor Renovations" - (Contract #10-020A-04-20).

5. AI-22794
~~approved~~ a. Requesting approval of Amendment No. 3 to current contract between Hidalgo County and Easy Access, Inc. (C-09-040-09-22) to incorporate and reference original Exhibits of procurement packet for "Credit Card Payment Services";
~~approved~~ b. Authority to exercise the one (1) year term extension between Hidalgo County and Easy Access, Inc. for "Credit Card Payment Services". C-09-040-09-22, effective date: January 01, 2011.



6. AI-22793
~~approved~~ Approval of an "Amendment" to Task Order No. 2010-1 with Beck Disaster Recovery, Inc. (approved by CC-07/27/10) to include the additional services as authorized by FEMA. Services to be provided under Task Order shall be in

accordance with the terms and conditions of the Cooperative Purchasing Agreement between Beck Disaster Recovery, Inc. and Hidalgo County.

B. Pct. 1

1. AI-22788

approved

Authority to purchase heavy machinery and/or equipment detailed herein from the following awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08:

- a. One (1) 6330 JD Standard Cab with a HX15 Rot Cut 540 mower - **\$58,496.62**;
- b. One (1) 7130 JD Standard Cab including: 28' Diamond Boom Mower & Accessories needed- **\$ 102,579.58**

a combined total of **\$161,076.20** (which includes pricing, delivery, TASB fees & warranty under-Project #2010-329-OGG.

2. AI-22757

approved

a. Approval to exercise the thirty (30) day written notice of termination (a provided in Article 14, Page 4 of 8 of agreement) of Contract No. C-10-009A-04-13-Javier Garza, dba, International Materials for "Hauling Services For All Road Materials" for Precinct No. 1; and

approved

b. Approval to award to the next low bidder Universal Truckers, Inc. (with a current Contract #C-10-009-04-13) meeting all specifications/requirements for the "Hauling Services For For All Road Materials" for Precinct No. 1 (this project was a multiple award-approved by CC-04/13/10).

C. Pct. 2

1. AI-22814

all approved a- h

Discussion, consideration and action including, but not limited to, the following items in connection with Interlocal Cooperation Agreements for Cesar Chavez Drainage, Minnesota Drain and El Gato Road Improvement Projects:

- a. Approval of "Order to Rescind Action" taken by CC-6/01/2010 #22/B/1/AI-21391 an Interlocal Cooperation Agreement between Hidalgo County and PSJA ISD;
- b. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - Sioux, Alamo and Cesar Chavez Roads for a drainage improvement Project;
- c. Approval of Interlocal Cooperation Agreement between Hidalgo County, PSJA ISD and City of Alamo for Cesar Chavez Drainage Improvement Project located in the vicinity of Sioux, Alamo and Cesar Chavez Roads;
- d. Approval to rescind action taken by CC-8/03/2010 #24/B/5/AI-22294 an Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with the Minnesota Drainage Improvement Project;
- e. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - by Raul Longoria Road on the west, Nolana Loop on the south, Owassa Road on the north and Cesar Chavez of the east, aka, Minnesota Drainage Improvement Project;
- f. Approval of Interlocal Cooperation Agreement between Hidalgo County and the City of San Juan in connection with Minnesota Road Improvement Project;
- g. Approval of Interlocal Cooperation Agreement Project, aka, Exhibit "C" - El Gato Road from Tower to Alamo Roads Improvements;



TASK ORDER NO. 1
AMENDMENT NO. A

Contractor: Beck Disaster Recovery, Inc. (BDR)
Client: The County of Hidalgo (COUNTY)
Project: Public Assistance/Cost Recovery Services
Effective Date: August 10, 2010

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between BDR and COUNTY, dated June 29, 2010.

Description of Change:

Additional tasks to be completed: BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications (Project Worksheets) for Categories A-G emergency and permanent work.

It has been agreed to by County and BDR that this Task Order Amendment shall supersede Task Order No. 1.

Scope of Work:

The COUNTY and BDR agree BDR shall provide services associated with Grant Administration and Management Services as described in the Scope of Work attached as Exhibit A

Compensation:

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by BDR's Billing Rates as set forth in Exhibit B of the Cooperative Purchasing Agreement. All non-labor related project cost (travel, per diem, lodging and mileage) will be billed to the COUNTY at cost without mark-up.

BDR anticipates utilizing the following positions with an initial not-to-exceed amount of \$100,000.00:

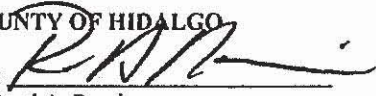
Positions	Hourly Rates
Principal Contractor/Planner/Engineer/Scientist/Assessor/Analyst	\$210.00
Project/Program Manager	\$175.00
Public Assistance/Grant Management Contractor	\$150.00
Assistant Planner/Engineer/Scientist/Assessor/Analyst	\$95.00
Engineer/Analytical Aide	\$75.00

Approved by:

BECK DISASTER RECOVERY, INC.

Signature: 
Name: Betty Kamara
Title: Contract Administrator
Date: 9/21/10

THE COUNTY OF HIDALGO

Signature: 
Name: René A. Ramirez
Title: Hidalgo County Judge
Date: _____

SCOPE OF SERVICES

Public Assistance/Cost Recovery Services

BDR will develop a comprehensive County-wide recovery strategy and plan following Hurricane Alex. BDR will identify funding sources available to the County as it pursues its long-term financial recovery. During this engagement BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications (Project Worksheets) for Categories A-G emergency and permanent work. Funding sources to be reviewed for funding eligibility include, but may not be limited to, the following:

- FEMA Public Assistance Program (FEMA-PA) – standard, alternate, improved, and mitigated projects
- FEMA 406 and 404 Hazard Mitigation Grant Programs (HMGP)
- Other Funding Sources

Upon activation of this task order, BDR will work with the County to identify damages eligible for grant funding, and prepare FEMA PA Project Worksheets for emergency work, monitor project and funding status, and prepare all applications for audit.

BDR is prepared to assist the County in whatever capacity is required to ensure comprehensive grant funding and maximized financial recovery. The tasks below focus on BDR's methodology regarding consultation with FEMA-PA as well as HMGP, and other programs.

BDR's team of financial recovery experts will help maximize the benefits and incentives of the identified grant programs. BDR will assist the County with a variety of financial recovery services including, but not limited to:

- Damage assessment
- Reconstruction & long-term infrastructure planning
- Eligibility consultation
- Project ranking
- Financial advisory
- Cash flow management
- Procurement assistance
- Benefit cost analysis
- Feasibility & effectiveness studies
- Site survey & legal description review
- Appraisal & valuation services
- Public outreach program
- Public meeting facilitation
- Negotiations
- Data management
- Document management
- Grant application development/preparation of Project Worksheets
- Project scoping
- Insurance adjusting/subrogation
- Contractor invoice reconciliation
- Regulatory compliance monitoring
- Compliance reporting
- Field documentation
- Interim and final inspections
- Eligibility appeals
- Grant closeout
- Staff augmentation
- Other financial management & cost recovery services as needed



TASK ORDER NO. 2010-1

Contractor: Beck Disaster Recovery, Inc. (BDR)
Client: Hidalgo County (COUNTY)
Project: Public Assistance/Cost Recovery Services
Effective Date: August ____, 2010

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between BDR and COUNTY, dated June 29, 2010.

Scope of Work:

The COUNTY and BDR agree BDR shall provide services associated with Grant Administration and Management Services as described in the Scope of Work attached as Exhibit A.

Compensation:

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by BDR's Billing Rates plus reasonable non-labor expenses as set forth in Exhibit B of the Cooperative Purchasing Agreement.

BDR anticipates utilizing the following positions with an initial not-to-exceed amount of \$100,000.00:

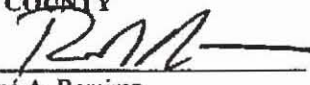
Positions	Hourly Rates
Principal Contractor/Planner/Engineer/Scientist/Assessor/Analyst	\$210.00
Project/Program Manager	\$175.00
Public Assistance/Grant Management Contractor	\$150.00
Assistant Planner/Engineer/Scientist/Assessor/Analyst	\$95.00
Engineer/Analytical Aide	\$75.00

Approved by:

BECK DISASTER RECOVERY, INC.

Signature: _____
Name: Betty Kamara
Title: Contract Administrator
Date: _____

HIDALGO COUNTY

Signature: 
Name: René A. Ramirez
Title: Hidalgo County Judge
Date: _____

SCOPE OF SERVICES

Public Assistance/Cost Recovery Services

BDR will develop a comprehensive County-wide recovery strategy and plan following Hurricane Alex. BDR will identify funding sources available to the County as it pursues its long-term financial recovery. During this engagement BDR will assist the County in damage assessment and developing FEMA Public Assistance grant applications for Category A and B emergency work. Funding sources to be reviewed for funding eligibility include, but may not be limited to, the following:

- FEMA Public Assistance Program (FEMA-PA) – standard, alternate, improved, and mitigated projects
- FEMA 406 and 404 Hazard Mitigation Grant Programs (HMGP)
- Other Funding Sources

Upon activation of this task order, BDR will work with the County to identify damages eligible for grant funding, and prepare FEMA PA Project Worksheets for emergency work, monitor project and funding status, and prepare all applications for audit.

BDR is prepared to assist the County in whatever capacity is required to ensure comprehensive grant funding and maximized financial recovery. The tasks below focus on BDR's methodology regarding consultation with FEMA-PA as well as HMGP, and other programs.

BDR's team of financial recovery experts will help maximize the benefits and incentives of the identified grant programs. BDR will assist the County with a variety of financial recovery services including, but not limited to:

- Damage assessment
- Reconstruction & long-term infrastructure planning
- Eligibility consultation
- Project ranking
- Financial advisory
- Cash flow management
- Procurement assistance
- Benefit cost analysis
- Feasibility & effectiveness studies
- Site survey & legal description review
- Appraisal & valuation services
- Public outreach program
- Public meeting facilitation
- Negotiations
- Data management
- Document management
- Grant application development
- Project scoping
- Insurance adjusting/subrogation
- Contractor invoice reconciliation
- Regulatory compliance monitoring
- Compliance reporting
- Field documentation
- Interim and final inspections
- Eligibility appeals
- Grant closeout
- Staff augmentation
- Other financial management & cost recovery services as needed



TASK ORDER NO. 2010-2

Contractor: Beck Disaster Recovery, Inc. (BDR)
Client: Hidalgo County (COUNTY)
Project: Disaster Debris Monitoring Damage Assessment Services
Effective Date: August _____, 2010

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between BDR and COUNTY, dated June 29, 2010.

Scope of Work:

The COUNTY and BDR agree BDR shall provide services associated with Disaster Debris Monitoring Damage Assessment Services as described in the Scope of Work attached as Exhibit A.

Compensation:

The fee for the services under this Task Order will be based on the actual hours of services furnished multiplied by BDR's Billing Rates plus reasonable non-labor expenses as set forth in Exhibit B of the Cooperative Purchasing Agreement.

BDR anticipates utilizing the following positions with an initial not-to-exceed amount of \$120,000.00:

Positions	Hourly Rates
Field Project Manager	\$95.00
Disposal Site Monitor	\$40.00
Collection Monitor	\$40.00
Data Manager	\$65.00
Load Ticket Data Entry	\$35.00
Project Coordinator	\$35.00

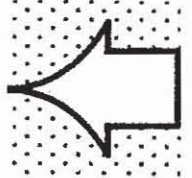
Approved by:

BECK DISASTER RECOVERY, INC.

Signature: _____
Name: Betty Kamara
Title: Contract Administrator
Date: _____

HIDALGO COUNTY

Signature: 
Name: René A. Ramirez
Title: Hidalgo County Judge
Date: _____



SCOPE OF SERVICES

Disaster Debris Monitoring Services

BDR shall provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include:

- a) Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b) Selection and permitting of TDSRS locations and any other permitting/regulatory issues as necessary.
- c) Scheduling work for all team members and contractors on a daily basis.
- d) Hiring, scheduling, and managing field staff.
- e) Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- f) Assisting the County with responding to public concerns and comments.
- g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h) Entering load tickets into a database application.
- i) Digitization of source documentation (such as load tickets).
- j) Developing daily operational reports to keep the County informed of work progress.
- k) Development of maps, GIS applications, etc. as necessary.
- l) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- m) Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- n) Final report and appeal preparation and assistance.

Damage Assessment Services

BDR shall provide comprehensive damage assessment services to the County.

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 manmade 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 services requested (e.g. debris related, structures, utilities, etc.).

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 cost estimates for damages and identifying and implementing short-term solutions to facility and utility system issues.



AGENDA

CC REGULAR -EMERGENCY HIDALGO COUNTY COMMISSIONERS' COURT MEETING

June 29, 2010

11:15 A.M.

NOTICE is hereby given in accordance with Chapter 551.045 (b)(1) (media has been contacted), Texas Government Code, that a EMERGENCY MEETING DUE TO THE APPROACH OF HURRICANCE ALEX CAUSING ADVERSE WEATHER CONDITIONS WHICH POSE AN IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY, a meeting of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

2.

Purchasing Department - Marty Salazar:

Notes:

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. AI-21868



Approval of the contract with BDR (Beck Disaster Recovery) Services, Inc. (awarded vendor by and through County's membership/participation with the Houston Galveston Area Council-HGAC) for the provision of Consulting-Debris Removal Monitoring and Related Disaster Recovery Services as approved for negotiations by CC on May 25, 2010.

3. Adjourn

APPROVED**AI-21868****2.A.1.****Approval-Consulting-Debris Removal Monitoring & Related Disaster Recovery Services Contract
CC REGULAR -EMERGENCY****Date:****06/29/2010****Submitted By:** Marty Salazar, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Hidalgo County

Information**CAPTION**

Approval of the contract with BDR (Beck Disaster Recovery) Services, Inc. (awarded vendor by and through County's membership/participation with the Houston Galveston Area Council-HGAC) for the provision of Consulting-Debris Removal Monitoring and Related Disaster Recovery Services as **approved for negotiations by CC on May 25, 2010.**

BACKGROUND

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Budgetary provisions would need to be addressed and appropriated.

Attachments*No file(s) attached.*

Form Routing/Status

Form Started By: Marty Salazar Started On: 06/29/2010 07:18 AM

Final Approval Date: 06/29/2010

**COOPERATIVE PURCHASING AGREEMENT
PROFESSIONAL PLANNING AND CONSULTING SERVICES**

June

THIS AGREEMENT is made this the _____ day of ~~July~~, 2010, by and between the **HIDALGO COUNTY, TEXAS**, located at 100 E. Cano, Second Floor Edinburg, TX 78539 (hereinafter referred to as ("CLIENT")) and **BECK DISASTER RECOVERY, INC.** (hereinafter referred to as ("CONTRACTOR")), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, the Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

WHEREAS, Beck Disaster Recovery, Inc., acting as an independent Contractor, is a Contractor with extensive experience in providing disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

WHEREAS, the Client wishes to enter into an exclusive contractual agreement with Beck Disaster Recovery, Inc. to provide professional planning and consulting services in accordance with the HGAC Invitation to Bid No. EN06-10 dated February 8, 2010.

WHEREAS, the services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services, and

WHEREAS, Beck Disaster Recovery, Inc. wishes to provide said services to Client in accordance with and as set forth in the Beck Disaster Recovery, Inc. proposal submitted to HGAC dated March 9, 2010 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

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

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with disaster preparedness and emergency response & recovery services as described in the Scope of Services attached as Exhibit A. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order prior to commencing work.
2. **Term:** The term of this Agreement shall begin on the date written above through May 31, 2013 with automatic annual renewals, unless either party elects to withdraw.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or Contractors 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.
5. **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 amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be

equitably adjusted.

6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by Contractor's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement.
8. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Client shall pay Contractor in accordance with paragraph 7 above, "Fee for Services" (Exhibit B) which is attached and incorporated herein by reference as part of this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client shall pay Contractor in U.S. dollars 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 Contractor will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Contractor 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 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, Contractor, 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.

All invoices shall be delivered to:
Martha L. Salazar, County Purchasing Agent
2802 S. Business Hwy. 281
Edinburg, TX 78539
956.318.2626 Office
956.318.2629 Fax
martha.salazar@co.hidalgo.tx.us

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

9. **Indemnity:** Contractor 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 Contractor or of any person employed by the Contractor. Contractor 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 Contractor, his agents, or employees.

10. **Insurance:** During the performance of the Services under this Agreement, Contractor shall maintain the following insurance policies:

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

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor 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 Contractor. If Client releases the Work Products to a third party without Contractor'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) Contractor 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 Contractor harmless from any and all claims or damages related to the release, change or reuse.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors 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).
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor 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.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.

16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to arbitration in English under the rules governing commercial arbitration as promulgated by the American Arbitration Association and arbitrability shall be subject to the Federal Arbitration Act.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:

Rene A. Ramirez, County Judge
Hidalgo County
100 E. Cano, Second Floor
Edinburg, TX 78539
956.318.2600

Contractor:

Jon Hoyle, Vice President
Beck Disaster Recovery, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751
321.441.8500
jhoyle@beckdr.com

With a copy to:

Betty Kamara, Contract Administrator
2301 Lucien Way, Suite 120
Maitland, FL 32751
407.803.2551
bkamara@beckdr.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the ~~State of Texas~~. The venue for any and all legal action necessary to enforce the Agreement shall be ~~Galveston County~~.
~~Hidalgo~~
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement 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 Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.

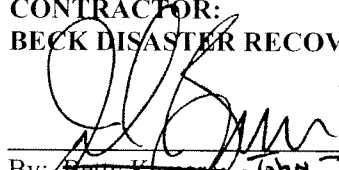
31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

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.

32. **Counterparts:** 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.

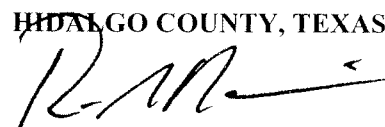
IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR:
BECK DISASTER RECOVERY, INC.


By: ~~Betty Kumara~~ **John Bori**
Title: ~~Contract Administrator~~ **DIRECTOR -**
Post Disaster
Program

ATTEST:

CLIENT:
HIDALGO COUNTY, TEXAS


By: _____
Title:

ATTEST:



EXHIBIT A SCOPE OF SERVICES

Service Offerings

BDR, along with our affiliate company R.W. Beck, Inc. and parent company SAIC have access to the full gamut of personnel with key expertise in relevant topic areas described in the HGAC RFP. Collectively, our team offers services in all areas of Security, Disaster Preparedness and Emergency Response & Recovery. We have included a strong representation of our services offerings and project profiles on the following pages.

Emergency Management Consulting

Unlike many emergency management firms whose focus is solely on planning, ***BDR is a full-service emergency management firm that works in all phases of emergency management.***

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the event and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, BDR knows what it takes to not only respond effectively, but also initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

BDR works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes. For that reason, the firm maintains a multi-disciplinary staff with backgrounds and experience in emergency management, hazardous materials response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning and response and recovery, among others. In fact, collectively, BDR has subject matter expertise in 36 different areas. This breadth and depth of emergency preparedness professionals distinguishes BDR from other firms and allows us to provide the full range of planning and program execution services.

Table D-1: Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster.
Emergency Operations Planning	The planning effort consisting of a basic plan, emergency support functions and incident-specific appendices that address: direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc. The goal is to ensure that appropriate plans are in place to identify, prepare for and reduce the risk of natural, technological and man-made disasters, including terrorism.
Continuity of Operations (COOP) Planning	The business continuity planning effort for an organization to ensure that the capability exists to continue essential agency functions across a wide range of emergencies. A COOP is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure and denial of service due to a reduced workforce.

EXHIBIT A SCOPE OF SERVICES

Service Offering	Description
Continuity of Government (COG) Planning	Continuity of government planning is the effort to ensure continued leadership, authorities, direction and control and preservation of records to maintain a viable system of government.
Emergency Support Functions (ESFs) Planning	Emergency support functions planning is the effort used to assign roles and responsibilities of the supporting agencies. During an event that requires mobilization of multiple agencies, and the need for management and coordination of those agencies, either at the local, state and/or regional level, the ESFs provide a structure for managing the response effort.
Departmental Emergency Response Planning	Many departments within an organization have either primary or secondary support roles under the emergency support functions. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	Evacuation planning is the effort to provide the following: ▪ Clear agency roles/responsibilities for both small- and large-scale and point source evacuation scenarios ▪ Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates ▪ Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate outward with a sense of urgency and along advocated routes or shelter-in-place for those outside the impact zone ▪ Tailored time-phased protective action measures, such as staging and mutual aid activation, to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed ▪ Identify vulnerable special needs populations transportation dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points and available intelligent traffic monitoring systems ▪ Easily defined evacuation zones coupled with a public awareness strategy ▪ Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice and terrorist eve phased approach

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Regional Catastrophic Planning	The planning effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an event effectively as a region, but also initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a "worst case" scenario, mass care planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.
Metropolitan Medical Response System Planning (MMRS)	The planning effort designed to support the local jurisdiction in enhancing and maintaining their all-hazards response capabilities to mass casualty incidents. It is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological and/or explosive; large-scale hazardous materials incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency such as the Red Cross, Salvation Army, VOAD or jurisdiction's Community Emergency Response Team (CERT) Coordinator, volunteer management planning is the effort used to document the volunteer programs, training strategies and available resources already defined under the CERT through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	The planning effort designed as an annex to an emergency operations plan to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
EMAP Accreditation Support	An assessment of a jurisdiction's emergency management program against the 63 EMAP standards to identify potential gaps and deficiencies in order that they may be remediated in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	A planning effort designed to set the course and direction of a jurisdiction or agency. It defines the vision, mission and long-term goals, objectives and milestones of the program.

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Debris Management Planning	Debris management planning is an effort to provide the jurisdictional structure, guidance and standardized procedures for the clearance, removal and disposal of debris caused by a major debris-generating event in the most cost effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	A systematic inventory and prioritization of communications systems including telephones, voicemail, facsimile, data lines, network access, internet access, wireless communications and PDAs, as well as application software and hardware.
Crisis Communication/ Public Information Planning	A pre-planning effort for media relations through the establishment of the Joint Information Center, development of templates for public information and the creation of a public information guide.
Hazard Materials Commodity Flow Studies and LEPC Planning	A risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Schools	A planning effort to assess risk, set priorities and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities and research, which form the backbone of the institution.
Training, Testing and Exercise Planning	A systematic approach to train, test and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment and identify the work that needs to be done to comply with FEMA, Homeland Security Exercise Evaluation Program (HSEEP) and other regulatory guidelines.
Planning and Management	SAIC's Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses. An agency's business processes determine the way data are managed and define methods for establishing budget, cost, schedule and technical baselines. IPMS was designed to support customized business processes to measure performance, control changes and report on status through a series of functional software modules linked to a central data repository (CDR).
Internet/Computer Based Training (IBT/CBT)	As part of a full service solution, SAIC has prepared stand-alone computer based training for individual customers needs as well as Internet based training to meet the needs of on demand and geographically diverse training requirements.

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Service Offering	Description
Asset Management	SAIC's asset management solutions aid leaders in integration of planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, RFID/UID execution, reference management, and training management. Highly extensible, our solutions integrate external financial and resource management systems.
COTS/Customer Software Training and Documentation	SAIC provides skilled documentation specialists and trainers to meet all training and documentation needs, whether on COTS or custom software.
Operation Center Services	SAIC has extensive Operations Center Services in local and federal organizations. These services include: 24/7/365 Support, C4I and Situational Awareness, Custom Emergency Management System, Classified Environments.
Shared/Integrated Digital Environments (SDE/IDE)	SAIC has developed a range of customizable SDE/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information etc. in support of the program requirements.

Debris Program Management Consulting Services

BDR's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 19 years since, BDR has helped more than 177 clients recover from the damaging effects of hurricanes, tropical storms, floods and ice storms across the country. BDR has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over **62 million cubic yards of debris**, as well as the demolition of uninhabitable residential structures. ***We have assisted local governments in obtaining over \$2 billion in reimbursement funds.***

Table D-1: Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services.

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Service Offering	Description
Disaster Debris Removal Procurement and Negotiations	Assisting communities develop the procurement process and contract documents to retain debris and construction contractors and negotiating terms and conditions to put enforceable agreements in place.
Collection Monitoring	Overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for Federal Emergency Management Agency reimbursable loads.
Disposal Monitoring	Monitoring the debris disposal operations including providing the volumetric measurement of incoming loads, authorizing tickets and completing the documentation required for FEMA reimbursable loads.
Hazardous Waste Collection, Disposal and Monitoring	Designing hazardous material removal programs that efficiently address specific emergency situations including animal carcass removal, asbestos-laden building material removal, Freon unit removal and paint and, chemical segregation and removal.
Leaner/Hanger/Stump Removal	Surveying, documenting and monitoring the removal of leaning trees, hanging limbs and stumps.
Temporary Debris Storage and Reduction Site Environmental Support	Attaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of Temporary Debris Storage and Reduction Site locations.
Beach Remediation/Restoration	Monitoring and engineering services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore engineered and natural beaches.
Right-of-Entry Administration	Reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring and providing public information.
Waterway Debris Removal	Monitoring and providing the documentation of debris removed from navigable and other inland waterways.
Data Collection/ Management/Billing/Invoicing	Developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum possible reimbursement and proper purchase order management.

EXHIBIT A SCOPE OF SERVICES

Service Offering	Description
Data Management	SAIC provides a wealth of web-enabled data management system to provide a cradle to grave life cycle data management for a program or specific disaster. Architected to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time. SAIC has also proven attempt at creating system that leverage external databases and provide a single interface to the user using such techniques as web services.
Customer Information/Citizen Hotline/Community Relations	Advising the general public about important information regarding procedures associated with debris collection and removal and providing updates about the operational progress being made to restore the community.
Emergency Responder Web Site Services	Our local SAIC IT organization supports the full IT lifecycle and content management of many FEMA Emergency Responder websites to include: the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	SAIC has a proven track record in data acquisition from systems and sensors and being able to present this data in a well defined many through a host of application types and architectures. Once the data is acquired and housed in a relational database, SAIC also provides the analysis and trending capabilities that often accompany the acquisition requirements.

Grant Administration and Management Services

BDR's Financial Recovery Services (FRS) division was established to provide grant funding consultation both inside and outside the element of disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS division seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. Our FRS division offers an unprecedented team of experts, with advanced degrees in business, administration, economics and finance as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance Program (PA Program), Individual Assistance (IA) program and Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Program (CDBG), USDA Natural Resource Conservation Service (NRCS), and many others. We guide our clients through the complexities of program procedures and requirements, which are often not consistently interpreted by local, state and federal government agencies.

Table D-3: Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	Administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts.

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. BDR's grant administrators document eligible work in the field and organize such documentation in an audit ready format for future review.
Individual Assistance Services	Administering an Individual Assistance program is burdensome and time consuming. BDR assists its clients with application intake, case management, grant administration, expenditure monitoring, etc. in order to minimize the burden with such programs as Individual Assistance.
Public Assistance Services	Public Assistance is designed to fund costs associated with temporary and permanent work in eligible FEMA categories. BDR's team of Public Assistance Contractors assists our clients with documenting and accounting for such costs on Project Worksheets.
Grant Application Development and Administration (CDBG, HMGP, PA, IA, FEMA)	Providing grant program specialists to assist with the time consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Damage Assessment	Deploying a team of experienced grant administrators to document damages sustained during a disaster event in a format that is acceptable for requesting FEMA Public Assistance.
Eligibility Consultation	Providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Developing program budgets to provide transparency to grant recipient relating to the local cost share financial burden and obligations for program participation.
Cash Flow Management	Developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Deploying procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements and satisfactory project completion.

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Benefit Cost Analysis	Formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility & Effectiveness Studies	Documenting that projects being considered are not only financially sound, but reasonable to implement and effective at mitigating future damages.
Site Survey & Legal Description Review	Providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal & Valuation Services	Utilizing industry best practice to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Ensuring that only legal property owner is consulted for program acquisition program participation.
Public Outreach Program	Providing citizens with an outlet to ask questions, state concerns and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Facilitating the documentation of meeting notice and participation, while garnering program participation.
Homeowner Consultation	Providing high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance Services	Ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Assisting grant recipients with program management to assure that properties do not degrade to cause blight during interim purpose phase.
Negotiations	Providing a systematic, third party approach for reaching amicable terms between citizens and grant recipient.
Closing Services	Dedicating Contractor resources to ensure timely and efficient closing process.
Data Management	Storing grant related data in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Organizing documents in an efficient manner for easy access by grant recipient and project stakeholders.

EXHIBIT A SCOPE OF SERVICES

Service Offering	Description
Contractor Invoice Reconciliation	Ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.
Regulatory Compliance Monitoring	Documenting proper regulatory compliance to ensure maximum reimbursement and avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Developing scopes of work for grant funding projects, using key terminology and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Assisting clients with developing strategies and documentation to overturn a de-obligation ruling.
Grant Closeout	Providing grant recipient with a closeout package that is organized in a fashion to satisfy grant closeout and auditing.

Vulnerability /Hazards Identification/Risk Assessment

SAIC has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, engineers, geologists, modelers, data managers, and environmental scientists providing environmental risk expertise to both the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table D-4: Vulnerability/ Hazards Identification/Risk Assessment

Service Offering	Description
Hazardous Identification & Incident Response	SAIC's Security & Infrastructure Protection (S&IP) Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.

EXHIBIT A

SCOPE OF SERVICES

Service Offering	Description
Ecological Risk Assessments	SAIC has risk assessment staff in offices throughout the USA that provide retrospective and predictive ecological risk assessments (ERAs) for Federal, state, and commercial clients in both aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data. Key aspects of SAIC's ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings. SAIC has completed CERCLA risk assessments and RCRA Tier 2 and 3 Risk-Based Evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites. Staff includes chemists, biologists, health physicists, engineers, and industrial hygienists. SAIC has conducted risk assessments to evaluate chemical and radiological exposures to humans, as well as to various aquatic and terrestrial species of fauna and flora. Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment. SAIC has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations. We recognize the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost. We specialize in partnering with USACE, customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders. We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists, as we did for mercury in floodplain sediment in TN and beryllium in sediment in OH. Our risk assessment experience is vast and diverse, including chemical health effects studies, radiological risk as well as dose assessments, and marine/riverine assessments requiring data collection and monitoring using SCUBA equipment (at Rock Island Arsenal, IL), multi-beam and single beam bathymetry, side-scan sonar imaging, acoustic sub-bottom profiling, sediment profile imaging, towed magnetometer, underwater video (towed and ROV) imaging, and a variety of sediment sampling and coring techniques.

EXHIBIT A SCOPE OF SERVICES

Service Offering	Description
Vulnerability Assessments	SAIC's Security & Infrastructure Protection (S&IP) Division has completed municipal water system Vulnerability Assessments that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. SAIC's S&IP also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the Emergency Contingency Plan for incident response using a "rip and run" philosophy for easy use.

Security and Surveillance

Through a combination of in-house capabilities and existing network relationships, the Security & Infrastructure Protection (S&IP) Division is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations. Following this VA, strategic security planning is paramount to ensure local security enhancements are rolled-up into regional and geographic enhancements, providing a comprehensive, layered solution. The S&IP Division through in-house expertise may integrate administrative enhancements, physical enhancements, digital security systems, and information technology (cyber) enhancements as necessary to mitigate risks. The S&IP Division maintains subject matter experts to plan and conduct VAs, plan and conduct strategic planning, and follow-on program or project management. Integral to the security work is the long-standing network of engineers to design physical security enhancements, security specialists to design digital security specialists.

Table D-5: Security and Surveillance Services

Service Offering	Description
Risk Assessments	Similar to Security Assessments, SAIC's Security & Infrastructure Protection (S&IP) Division has completed risk assessments in several ways. First, as an integral part of a more comprehensive vulnerability assessment (VA). Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force. Finally, on a case-by-case basis to address the immediate need of the client. Direct S&IP experience includes municipal infrastructure and agricultural security challenges. Generally, SAIC experience includes port, aviation, and transportation security.

EXHIBIT A

SCOPE OF SERVICES

Service Offering	Description
Security Design and Engineering	SAIC's Security & Infrastructure Protection (S&IP) Division maintains a network of internal design capabilities including classical engineering, digital security systems, and information technology. SAIC design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices.
Vulnerability Assessments	SAIC's Security & Infrastructure Protection (S&IP) Division has completed municipal water system Vulnerability Assessments, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution. SAIC's S&IP also has integrated security enhancements design with administrative and information technology assessments to reduce the likelihood that a water system compromise due to a malevolent act.
Case Management	SAIC's case management solution is a secure, Web-enabled database application to support national service organizations in representing veterans for claims to the VA. Our solution uses role-based security to provide service officers Internet accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans. All information, data, and VA forms are managed under strict HIPAA guidelines and are only available to authorized users for updates as necessary – creating a complete case history – and it is Internet accessible from anywhere.
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security including ports, airports, transportation, and oil and gas.
Security System Design	Provide design services for physical security systems including conceptual and detailed design. Use various design tools to develop optimized solutions.
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software. Systems include video, access control, CBRN, radar, sonar, PIDS, and command and control applications.
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods. Sensors include video, radar, IR, and other with wireless connectivity. Provide quick response and gap filling security.

EXHIBIT A SCOPE OF SERVICES

Service Offering	Description
Security Information Management Systems	Provide integration of COTs Physical Security Information Management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control and incident management.

Environmental Services

SAIC is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental and atmospheric sciences, policy analysis, information technology, and energy-efficient design-build services.

Table D-6: Environmental Services

Service Offering	Description
Decontamination	▪ Technical oversight ▪ Characterization and disposal of radioactive residues ▪ Radiation safety program management ▪ Documentation of site conditions ▪ Radiological surveys ▪ Internal dose assessment calculations to document the risk and dose to personnel from the contamination
Climate Change Adaptation	▪ Development of Climate Action Plans and Sustainability Strategies ▪ General Reporting and Verification ▪ Comprehensive Climate Change Response and GHG Strategic Planning ▪ Technical guidelines, on transportation emissions, industrial process emissions, and indirect emissions

EXHIBIT A SCOPE OF SERVICES

Service Offering	Description
Restoration and Remediation	Solutions and Services ▪ Environmental Site Investigations ▪ Risk Assessment ▪ Fate and Transport Modeling ▪ Performance Based Remediation ▪ Radiological D&D ▪ Ecosystem Restoration ▪ GIS ▪ Site Restoration and Remediation ▪ Due Diligence Assessments ▪ Remedial System Design/Construction ▪ Remedial Process Optimization ▪ O&M ▪ Construction Management ▪ Environmental Compliance ▪ Chemical/Fuels and Waste Management ▪ Regulatory Support/Expert Witness Services ▪ Liability Transfer Model ▪ 3rd-Party Review – Remedial Strategies ▪ Geophysical Services

Logistics, Training and Support

The Logistics, Training and Response Support (LTRS) Division provides multi-functional life-cycle logistics support and industry-leading training and response support to government and commercial clients, partnerships, and internal customers. Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support.

We have developed and implemented a full suite of customer-focused logistics, training, and chemical, biological, radiological, nuclear, explosive (CBRNE) response support services at the retail and user level. This includes life-cycle product development, fielding, operations, and CBRNE incident planning and response.

Table D-7: Logistics

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Demand Forecasting	We are working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics. For the U.S. Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system. Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when.
Total Asset Visibility	Radio Frequency Identification (RFID) technology can help fulfill the promises of total asset visibility and in-transit visibility. At the Fleet Industrial Supply Center Norfolk, SAIC implemented one of DoD's first fully integrated passive RFID installations. The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually. Collecting broken repairable components, also known as "retrograde material," from combat areas and returning them to depots is a major logistical challenge. Our staff is using passive RFID technology and an electronic retrograde management system to help solve this problem in Iraq and Afghanistan for the U.S. Navy and Marine Corps. Their achievements in improving asset visibility - while dealing with extremely difficult "in-country" and ship deployment situations - won praise from our customer, the Naval Inventory Control Point. Our staff also deployed to Iraq to install equipment that is mission-critical for airfield operations: instrument landing systems (ILS) and VHF Omnidirectional Tactical Air Navigation (VORTAC) equipment. As a leading supplier and installer of NAVAIDS equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide. As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems.
Just-in-Time Inventory	SAIC provides logistical support for MRAP vehicles for the Joint Program Office (JPO). We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater. We also support the MRAP Joint Logistics Integration (JLI) program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles. The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants.

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Product Development Support	▪ Supportability strategies ▪ Logistics policy development ▪ Supportability analyses ▪ Technical data development ▪ Logistics demonstration integration ▪ Fielding planning ▪ Total package fielding ▪ Configuration management
Enterprise Operational Support	▪ Automated logistics tool development ▪ Unique identification (UID) ▪ Radio frequency identification (RFID) implementation ▪ Warehouse and asset planning/operation ▪ Property accountability ▪ Equipment maintenance ▪ Transportation planning ▪ Knowledge management ▪ Reset, planning, and management
Supply Chain Integration Supply Chain Integration	SAIC is a provider of integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting and storefront management for the U.S. government. We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods; defense equipment for hazardous materials, including chemical, biological, radiological, nuclear, high-yield explosive) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines). We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts.

Interoperability, Situational Awareness, Command & Control

Table D-8: Interoperability, Situational Awareness, & Command & Control

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Interoperability (Comms and Data)	▪ Engineering and operational expertise in public safety communications ▪ Assessment, Infrastructure System Design, Engineering and implementation of secure voice, VOIP, video and high speed data and other communication. ▪ Coordination across disciplines MOU's MAA's and other methods for cross-jurisdictional and inter-agency interoperability ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering
Situational Awareness	▪ Incident Management for Security, Surveillance, Safety and Emergency Services ▪ Subject matter experts in first responder tools to assess in real time emergency and incident awareness ▪ Experience working with Sheriff, Fire Departments to name a few agencies in bringing technical solutions across agency to manage emergencies
Wireless Networking (Design & Implementation)	▪ Assessment, Infrastructure System Design , Engineering and implementation of secure voice, VOIP, video and high speed data ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering
Radio Communication (Design & Implementation)	▪ Engineering and operational expertise in public safety communications ▪ Provide assessment, Infrastructure System Design , Engineering and implementation of secure LMR systems. ▪ Coordination across disciplines MOU's MAA's and other methods for cross-jurisdictional and inter-agency interoperability ▪ SAIC uses Common Approach to Systems Engineering (CATSE), provides set standards & guidelines to perform system engineering

EXHIBIT A
SCOPE OF SERVICES

Service Offering	Description
Regional Response (ie. Emergency Control Centers, Fusion Center)	▪ SAIC provides subject matter experts to set up organizational structure and communications to establish emergency control centers ▪ Experienced in tactical operations systems, firsthand experience with centers with the National Guard, as one ▪ SAIC provides senior Program Management with intimate knowledge and experience with command and control equipment, software and other command center operations.

EXHIBIT B
HOURLY LABOR RATES

Hourly Rates

To the extent that Client requests BDR's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided to Client on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced to Client as follows: 1) Travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) Lodging and per diem incidentals shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) Mileage shall be invoiced at the federally published rate; 4) Field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 5) other required non-labor expenses as may be applicable to the project and pre-approved by BDR and Client.

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	Hourly Rates
Subject Matter Expert	\$244.00
Executive Contractor / Planner / Engineer / Scientist / Assessor / Analyst	\$225.00
Principal Contractor / Planner / Engineer / Scientist / Assessor / Analyst	\$210.00
Senior Technical Specialist	\$205.00
Principal-in-Charge /Senior Program Manager	\$192.00
Project/Program Manager	\$175.00
Senior Public Assistance / Grant Management Contractor	\$175.00
Supervising Contractor / Planner / Engineer / Scientist / Assessor / Analyst	\$158.00
Senior Contractor / Planner / Engineer / Scientist / Assessor / Analyst	\$150.00
Public Assistance / Grant Management Contractor	\$150.00
Senior Planner / Engineer / Assessor /Scientist / Analyst	\$145.00
Senior Oracle DBA	\$138.00
Project Manager / Contractor / Planner / Engineer / Scientist / Assessor / Analyst III	\$135.00
Project Manager / Contractor / Planner / Engineer / Scientist / Assessor / Analyst II	\$125.00
Fire/HAZMAT Subject Matter Expert/Trainer	\$122.00
Contractor / Planner / Engineer / Scientist / Assessor / Analyst I	\$115.00
Law Enforcement Subject Matter Expert/Trainer	\$110.00
System Administrator	\$105.00
Program Planner / Engineer / Scientist / Assessor / Analyst	\$100.00
Assistant Planner / Engineer / Scientist / Assessor / Analyst	\$95.00
Engineer / Consulting Aide	\$90.00
Oracle DBA	\$85.00
Project Control Specialist	\$83.00
Engineer / Planning Aide	\$80.00
Engineer / Analytical Aide	\$75.00
Service Center/Logistics Specialist	\$68.00
Research Assistant II	\$66.00
Administrative Specialist III	\$64.00
Help Desk Operator	\$62.00
Comm. Technician	\$57.00

EXHIBIT B
HOURLY LABOR RATES

Homeland Security and Emergency Management Consulting/Planning Hourly Rates	
Category	Hourly Rates
Proposal Coordinator	\$53.00
Research Assistant	\$51.00
Administrative Specialist II	\$48.00
Administrative Specialist I	\$44.00
Debris Program Management Hourly Rates	
Category	Hourly Rates
Field Project Manager	\$95.00
GIS Operator	\$78.00
Deputy Field Project Manager	\$75.00
Operations Manager	\$70.00
Data Manager	\$65.00
Field Supervisor	\$65.00
Billing/Invoice Manager	\$65.00
Billing/Invoice Analyst	\$60.00
Disposal Site Monitor	\$40.00
Collection Monitor	\$40.00
Citizen Drop-Off Site Monitor	\$40.00
Project Coordinator	\$35.00
Load Ticket Data Entry Clerk	\$35.00
Call Center Staff	\$35.00