921

Town of Nags Head

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NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT 12-00038
PURCHASE ORDER #_____

THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/ CORRESPONDING PURCHASE ORDER

_____
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 2nd day of September 2011, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Science Applications International Corporation, the successor in interest to Beck Disaster Recovery, Inc., 2301 Lucien Way, Suite 120, Maitland, Florida 32751-7024, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

- **Develop Project Management Plan;**
- **Public Information Support;**
- **Truck Certification;**
- **Field Monitoring of Debris Management Contractor;**
- **Temporary Debris Management Site Monitoring;**
- **Data Administration and Invoice Reconciliation;**
- **Damage Assessment and Reconstruction Services.**

Services are to be provided in accordance with the contract, dated the 25th of September 2008, between the TOWN and CONTRACTOR (copy attached), and the contract amendment, dated March 17, 2011 (copy also attached). Fees to be charged are the same as those included in the original September 2008 contract. CONTRACTOR shall not expend more than $10,000.00 (ten thousand dollars and no cents) in billable expenses without further authorization from the TOWN.

It is mutually agreed by and between the TOWN and CONTRACTOR that mobilization will occur, and monitoring will begin, no later than September 6, 2011. If CONTRACTOR fails to commence work under this contract by September 6, 2011, TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be five hundred

Each time SERVICES subject to this contract are deemed required by the TOWN, a request will be initiated by the TOWN. Following the TOWN's request pursuant to this contract, the TOWN and the CONSULTANT will participate in a Scoping meeting. Following the Scoping meeting, CONSULTANT will submit a Scope of Work and Cost Proposal for each project. After reviewing said Scope of Work and Cost Proposal, the TOWN will issue a separate Task Order and Purchase Order for those SERVICES and quantities requested. The CONSULTANT's Cost Proposals must be reasonable considering the Scope of Work, and shall be based upon the CONSULTANT's standard table of unit prices, a true copy of which is attached hereto as "Attachment: Schedule of Fees" (Attachment B). Each Task Order may contain a mandatory "No Later Than" completion date for portions of the scope of services covered. Each Task Order will contain a completion date for all services covered by that Task Order.

Based upon both parties' satisfaction with the other party's performance of their obligations under this contract including the satisfactory performance and/or completion by the CONSULTANT of the projects covered by this contract, the parties may agree to renew this contract or negotiate a similar contract for projects requested during FY 2009-2010 (July 1, 2009 through June 30, 2010). Any renewals or newly negotiated contracts shall include the CONSULTANT's most current table of unit prices.

2. DESCRIPTION OF PROJECT

Projects performed by the CONSULTANT pursuant to this contract may include, but shall not be limited to disaster debris removal monitoring, emergency management planning/training, and damage assessment and reconstruction services. Contract bidding, bid evaluation and recommendation, contract administration and construction inspection for reconstruction projects may also be included.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES shall begin SEPTEMBER 25th, 2008 and shall end JUNE 30th, 2009. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

4. PAYMENT TO CONSULTANT

The TOWN agrees to pay the CONSULTANT at the rates specified for SERVICES satisfactorily performed in accordance with the Task Orders issued under this contract. Unless otherwise specified, the CONSULTANT shall submit an itemized invoice to the TOWN by the tenth (10th) day of the month following the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the negligent acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the negligent acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

11. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

TOWN OF NAGS HEAD

By: _____

Title: Town Manager

Date: Sept 8, 2011

Jonathan Burgiel, Vice President

CONTRACTOR

By: _____

Printed Name: Betty Kamara

Title: Contract Administrator

Date: September 6, 2011

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

TOWN ATTORNEY

Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

NORTH CAROLINA
DARE COUNTY

ANNUAL SERVICES CONTRACT

THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/ CORRESPONDING TASK AND PURCHASE ORDERS

(CONSULTANT *initials*)

THIS CONTRACT is made and entered into this the 25th day of September, 2008, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Beck Disaster Recovery, Inc. (hereinafter referred to as "CONSULTANT") party of the second part, located at 3103 9th Avenue Drive, NW, Suite 100, Hickory North Carolina 28601-8647.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES", and more specifically described in Scope of Services, Attachment A) may include:

a. Disaster Debris Monitoring Services, including

- Develop Project Management Plan;
- Public information support
- Truck certification;
- Field monitoring;
- TDSRS monitoring;
- Data administration and invoice reconciliation;

b. Emergency Management planning and training; and

c. Damage assessment and reconstruction Services.

Each time SERVICES subject to this contract are deemed required by the TOWN, a request will be initiated by the TOWN. Following the TOWN's request pursuant to this contract, the TOWN and the CONSULTANT will participate in a Scoping meeting. Following the Scoping meeting, CONSULTANT will submit a Scope of Work and Cost Proposal for each project. After reviewing said Scope of Work and Cost Proposal, the TOWN will issue a separate Task Order and Purchase Order for those SERVICES and quantities requested. The CONSULTANT's Cost Proposals must be reasonable considering the Scope of Work, and shall be based upon the CONSULTANT's standard table of unit prices, a true copy of which is attached hereto as "Attachment: Schedule of Fees" (Attachment B). Each Task Order may contain a mandatory "No Later Than" completion date for portions of the scope of services covered. Each Task Order will contain a completion date for all services covered by that Task Order.

Based upon both parties' satisfaction with the other party's performance of their obligations under this contract including the satisfactory performance and/or completion by the CONSULTANT of the projects covered by this contract, the parties may agree to renew this contract or negotiate a similar contract for projects requested during FY 2009-2010 (July 1, 2009 through June 30, 2010). Any renewals or newly negotiated contracts shall include the CONSULTANT's most current table of unit prices.

2. DESCRIPTION OF PROJECT

Projects performed by the CONSULTANT pursuant to this contract may include, but shall not be limited to disaster debris removal monitoring, emergency management planning/training, and damage assessment and reconstruction services. Contract bidding, bid evaluation and recommendation, contract administration and construction inspection for reconstruction projects may also be included.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES shall begin SEPTEMBER 25th, 2008 and shall end JUNE 30th, 2009. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

4. PAYMENT TO CONSULTANT

The TOWN agrees to pay the CONSULTANT at the rates specified for SERVICES satisfactorily performed in accordance with the Task Orders issued under this contract. Unless otherwise specified, the CONSULTANT shall submit an itemized invoice to the TOWN by the tenth (10th) day of the month following the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONSULTANT

Both the TOWN and the CONSULTANT agree that the CONSULTANT shall act as an independent CONSULTANT and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONSULTANT'S duties under this contract. Accordingly, the CONSULTANT shall be responsible for payment of all Federal, State and local taxes arising out of the CONSULTANT'S activities in accordance with this contract, including by way of illustration by not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONSULTANT is acting as an independent CONSULTANT and shall perform SERVICES in accordance with currently approved methods and practice in the CONSULTANT'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONSULTANT shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONSULTANT shall be fully responsible to the TOWN for the acts and omissions of persons either directly or indirectly employed by it, as the CONSULTANT is for the acts and omissions of persons directly employed by it.

In addition, the CONSULTANT shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONSULTANT is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONSULTANT shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONSULTANT agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONSULTANT upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONSULTANT shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONSULTANT is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONSULTANT may be declared ineligible for further contracts.

9. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

11. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. If any conflict is found between this contract and any attachments, the contract language will govern.

12. SIGNATURES
Both the TOWN and the CONSULTANT agree to the above contract.

Witnessed or Attested By:

TOWN OF NAGS HEAD

By:

Title: TOWN MANAGER

Date: 10/6/08

Betty Kamara, Contract Administrator

CONSULTANT

By:
Charles M. McLendon

Title: President

Date: September 29, 2008

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

TOWN ATTORNEY

Attachment: Scope of Services
Schedule of Fees

Attachment A

Scope of Services

Technical Approach

This section describes the general approach that the BDR Team will utilize to provide the services requested by the TOWN. BDR has carefully reviewed the Scope of Services included in the TOWN's RFP and shall fulfill the obligations and responsibilities listed therein.

For organizational purposes, we have chosen to describe below the general approach that the BDR Team will take in assisting the TOWN in three discrete 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 discrete phases.

A. Disaster Debris Monitoring Services

BDR provides comprehensive disaster debris monitoring services. Our monitoring services begin days before a known event impacts the TOWN. BDR assists the TOWN 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 the TOWN with immediate response activities – including damage assessments and time and materials documentation during the 72 hour push period. Finally, BDR can assist the TOWN 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 TOWN.

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) and organizational chart showing the inter-relationships of TOWN, BDR, and debris removal contractor staff, (2) a contact list of relevant staff persons from the TOWN, 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 TOWN and area map depicting major thoroughfares and 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 TOWN, 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 the potential need to mobilize to the TOWN. 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. BDR shall mobilize to the TOWN within 24 hours of request by the TOWN.

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 TOWN. 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 TOWN, 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 TOWN's designated Debris Manager to schedule work for each day. BDR will assist the TOWN 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 TOWN 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 TOWN's requirements for weekly reports, a final summary report, and other reports and documentation as requested.

The BDR Team can assist the TOWN 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 TOWN for direction regarding the debris removal process and project progress. The BDR Team is prepared to assist The TOWN 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 TOWN 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.

Push Period Assistance

The 72 hour push period is the time when debris removal contractors (and/or TOWN 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 TOWN 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 TOWN 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 TOWN. BDR has full-time public information/relations staff available to assist TOWN 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 NCDOT and TOWN 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 the TOWN to the extent feasible. 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 field monitors from other parts of North Carolina 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 TOWN 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 2008-09 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 TOWN'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 TOWN.
- 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 tickets are reviewed), and (3) it allows BDR to track monitor performance (and terminate those monitors that make repeated 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 TOWN), (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 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 TOWN) for any public drop-off sites that the TOWN 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 TOWN 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.

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 TOWN (and any other stakeholders that the TOWN 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 TOWN. BDR can also provide a daily GIS map to the TOWN showing the roads that have received first, second, and third collection passes.

- If desired, BDR can also maintain this information on a TOWN 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 TOWN 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 TOWN 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 TOWN to track the impact payment approvals make on obligated Project Worksheets and TOWN Purchase Orders. This allows the TOWN to effectively plan PO adjustments and the need to generate adjustment (Version) Project Worksheets. BDR will make any adjustments to its billing or documentation procedures as may be necessary for the TOWN to receive the full benefit of any state or local funding.

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 TOWN and FEMA Public Assistance officers with PW amendments (as actual debris quantity estimates begin to firm up).

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 project worksheets 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 Excellent - 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 prioritizes 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 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 TOWN 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 TOWN 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 TOWN. 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 TOWN 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 TOWN GIS systems to identify potential sites and conduct field investigations to determine constituent acceptability and the likelihood of successfully permitting the site under FDEP 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 TOWN EOC prior to, during, and immediately following the disaster event. As part of this effort, BDR will also assist the TOWN in activating other contractors and identifying other immediate priorities.

Multi-Jurisdiction Coordination: TOWN governments are often relied upon 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 TOWN, adjacent towns, county, and other key stakeholders (FDEP, School Board, etc.) that may be involved in debris management issues following a disaster to outline responsibilities of each jurisdiction or agency.

NCDOT Coordination and Road List Database Development: Perhaps the most critical pre-event activity is coordination with NCDOT on road clearance and debris removal responsibilities. BDR can assist the TOWN in developing a road database with associated maintenance responsibilities and ensuring that there is a clear understanding between NCDOT and the TOWN 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 TOWN, 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 TOWN'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 manmade 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 TOWN in determining the planning and preparedness services that the TOWN feels are necessary.

C. Damage Assessment and Reconstruction Services

BDR is available to provide comprehensive damage assessment and reconstruction services to the TOWN. 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 TOWN 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 TOWN's debris manager (or other assigned individual) to identify the specific damage assessment 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 TOWN. 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 TOWN.

Critical Infrastructure Evaluation: BDR has trained engineers and construction managers on staff to assist The TOWN in evaluating damages to critical infrastructure including facility and utility systems. BDR is also prepared to assist the TOWN in assessing the habitability of structures. We can

assist the TOWN in preparing cost estimates 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 TOWN, the BDR Team – including BDR's parent company, R. W. Beck, Inc. – is committed to the long term recovery of the TOWN. 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 TOWN 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 storm water 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.);
- 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 TOWN.

Attachment B

Schedule of Fees

Hourly rates below include all applicable overhead and profit. All non-labor related project costs will be billed to the TOWN at cost without mark-up.

Schedule I

Hourly Labor Rates
For Monitoring and Other Post-Event Field Services

Positions	Hourly Rates
Project Manager	$125.00
Operations Manager	$80.00
Schedule/Expeditor	$69.00
GIS Analyst	$65.00
Field Supervisor	$65.00
Debris Site/Tower Monitors	$50.00
Environmental Specialist	$50.00
Project Inspectors (citizen drop-off monitors)	$45.00
Load Ticket Data Entry Clerk	$35.00
Billing/ invoice Analyst	$35.00
Administrative Assistant	$35.00
Field Coordinator (crew monitors)	$45.00
Other Required Post-Event Field Staff Positions	
Data Manager	$95.00
Damage Assessment Estimator	$85.00

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

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

To the extent that the TOWN requests Beck Disaster Recovery's assistance for other preparedness, response, and recovery services, the following hourly rates would apply. Hourly rates below include all applicable overhead and profit. All non-labor related project costs will be billed to the TOWN at cost without mark-up.

Schedule II

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

Other Required Positions	Hourly Billing Rate
Principal-in-Charge	$175.00
Project Manager	$165.00
Principal Engineer/Analyst/Planner/Scientist	$155.00
Procurement Specialist	$150.00
Construction Manager	$140.00
Senior Planner/Analyst/Engineer/Scientist	$135.00
Resident Engineer	$120.00
Engineer/Analyst/Planner/Scientist	$100.00
Assistant Engineer/Analyst	$85.00
Construction Administrator	$90.00
Specialty Inspector	$85.00
Inspector	$75.00
Analytical Aide	$70.00
Surveyor	$65.00
Clerical/Administrative	$35.00

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

STATE OF NORTH CAROLINA
TOWN OF NAGS HEAD

DEBRIS REMOVAL INSPECTION SERVICES
PROFESSIONAL CONSULTING SERVICES CONTRACT
AMENDMENT

DATE:
MARCH 17, 2011

This amendment is hereby entered into by **TOWN OF NAGS HEAD**, a political subdivision of the State of North Carolina, situated at 2200 Lark Avenue, Nags Head, NC 27959, hereinafter referred to as TOWN and **SCIENCE APPLICATIONS INTERNATIONAL CORPORATION,** the successor in interest to Beck Disaster Recovery, Inc., a Delaware corporation, situated at 2301 Lucien Way, Suite 120, Maitland, Florida 32751, hereinafter referred to as CONSULTANT.

W1TNESSETH:

WHEREAS, the TOWN and the CONSULTANT entered into an agreement dated September 25, 2008 for professional services in connection with Debris Removal Inspection Services and,

WHEREAS, the original term of such Agreement expires on June 30, 2009, and

WHEREAS, the TOWN has the option of extending the Agreement for four (4) additional one year periods, and

WHEREAS, the parties are in agreement to the extension of time;

NOW, THEREFORE, the TOWN and the CONSULTANT, hereby agree to the following:

The Disaster Management and Recovery Professional Consulting Services Contract is amended to reflect the extension of time from July 1, 2011 to June 30, 2012. All other terms and conditions, except as duly modified by this amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

CONSULTANT:
Science Applications International Corporation

By: Betty Kamara
Title: Contract Administrator

ATTEST:

Jonathan Burgiel

TOWN OF NAGS HEAD, NC

By:
Title:

ATTEST:

Pg

DAVE CLARK
TOWN OF NAGS HEAD PUBLIC WORKS
2200 LARK AVE
NAGS HEAD, NC 27959

12-00638

ORDER DATE: 09/06/11
REQUISITION NO: R1200243
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS: Destination

VENDOR #: SCIEN010

SCIENCE APPLICATION INT CORP
2301 LUCIEN WAY SUTIE 120
MAITLAND, FL 32751

Phone: (321)441-8518 Fax: (321)441-8501

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00		2-10-500-3-5445-00 CONTRACTED SERVICES	10,000.0000	10,000.00
			TOTAL	10,000.00

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by vendor for processing.