



AGENDA ITEM REQUEST FORM

Item No. 11a

Municipal Services

Don Prince

Department Submitting Request

Dept Head's Signature

**REGULAR
COMMISSION MTG
Meeting Dates - 7:00 PM**

**DEADLINE TO
Town Clerk**

**ROUNDTABLE
MEETING
Meeting Dates - 7:00 PM**

**DEADLINE TO
Town Clerk**

May 24, 2011

May 13 (5:00 pm)
*Subject to Change

May 10, 2011

April 29 (5:00 pm)

- Presentation
- Resolution
- Reports
- Quasi Judicial
- Consent
- Old Business
- Ordinance
- New Business

PRIORITY ITEM

SUBJECT TITLE: Monitoring Emergency Services Contract

EXPLANATION: The Town's Monitoring Contract for Emergency Services with Post Buckley will expire on June 1, 2011. As agreed by the Commission at the February 8, 2011 meeting, we looked for recent contracts on which to piggyback rather than bid it as a small city. We ended up with (4) contracts to evaluate and concluded that the best firm to provide Monitoring Emergency Services for the Town was O'Brien's Response Management Inc. Attached is a copy of the company's profile (**Exhibit 1**). The contract O'Brien's Response Management Inc. has with Orange County Florida (Central Florida) was found to have the best pricing, compliant with FEMA guidelines and the Orange County Contract (Y10-114-A) (**Exhibit 2**) expires June 8, 2013, but has options to renew for two additional one year periods. A copy of our ranking sheet is attached (**Exhibit 3**).

O'Brien's Response Management Inc. is well known as a leader in the monitoring field with offices located in Fort Lauderdale. O'Brien's is also one of the proposers for the City of Plantations RFP for Monitoring Services. The City of Plantation did a RFP for Monitoring Services earlier this year and although, as of May 16, 2011, no award has been made the pricing in the Orange County contract is better than Plantation. The prices also are lower than the prices in our current contract received with Post Buckley (**Exhibit 4**).

RECOMMENDATION: We recommend piggybacking on the Orange County Florida Disaster Debris Monitoring Services (contract # Y10-114-A) with O'Brien's Response Management and recommend the Commission authorize proper City Officials to execute the appropriate contract once approved to form by the Town Attorney.

- EXHIBITS:**
- Exhibit 1: O'Brien's Company Profile
 - Exhibit 2: Orange County Contract No. Y10-114-A
 - Exhibit 3: Evaluation Sheet
 - Exhibit 4: Current Post Buckley Pricing

FISCAL IMPACT AND APPROPRIATION OF FUNDS: There is no cost associated with this contract unless it is utilized in the event of an emergency. The expenses for these services are eligible for reimbursement by FEMA

Reviewed by Town Attorney
 Yes No

Town Manager Initials CA

Disaster Debris Monitoring Services



O'BRIEN'S

Community & Organization Resilience



Prepare. Respond. Communicate. Recover.

Prepared for the Town of Lauderdale by the Sea, Florida

O'BRIEN'S RESPONSE MANAGEMENT INC.

2200 Eller Drive

Fort Lauderdale, FL 33316

(954)523-2200 phone

(954) 527-1772 fax

www.ObriensRM.com

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Letter of Introduction

Don Prince
Municipal Services Director
Town of Lauderdale by the Sea

April 8, 2011

Dear Mr. Prince

O'Brien's Response Management Inc. (O'Brien's) is pleased to present the enclosed introduction to our company and our disaster debris monitoring services to the Town of Lauderdale by the Sea. You will find O'Brien's to be among the best qualified firms in the nation to provide the Town with these vital FEMA-compliant services. Our extensive debris monitoring experience and deep understanding of the FEMA Public Assistance and FHWA Emergency Relief programs allows us to offer unparalleled levels of technical assistance with all disaster preparedness, response and recovery challenges - in particular those related to debris removal.

We are highly qualified to provide the Town of Lauderdale by the Sea with professional disaster management and debris monitoring services for many reasons, among them:

- ♦ **Rapid Response Guarantee:** With permanent offices in Florida, Louisiana, Texas, New Jersey, Alaska and California, staffed with experienced and trained disaster recovery and debris management professionals, and equipped with rapid response Mobile Command Units, we can assure the Town that our project management team will be on site, operational and ready to begin damage assessments, clearance prioritization and initial debris monitoring functions within 24 hours of notification.
- ♦ **Proven Success and Ability:** O'Brien's has successfully completed many large and complex debris monitoring projects in Florida, Kentucky, Oklahoma, Louisiana, Arkansas and Georgia, several of which were statewide projects involving the removal of over one-million cubic yards of storm debris. In total, our firm has successfully provided FEMA-compliant monitoring for the removal of over 29 million cubic yards of storm debris.
- ♦ **Expertise in Federal Funding Programs and Financial Recovery:** Few companies can cite our experience with FEMA and FHWA disaster recovery funding programs. As the primary disaster recovery and federal grants management consultant to both the Florida Division of Emergency Management and the Florida Department of Transportation, we assisted over one thousand disaster-affected communities with their federal grants and provided the State of Florida with a team of debris management experts. Our permanent staff of professional consultants has extensive experience with the complexities and nuances of federal funding guidelines, requirements and eligibility rules and has

prepared hundreds of FEMA claims with the goal of maximizing reimbursements to disaster affected communities.

- ♦ **Innovative Approach:** Our extensive experience allows us to offer many innovative and creative services designed to expedite debris removal, mitigate safety concerns, track and report damages, respond to local citizen concerns, maintain strict project quality control and maximize federal reimbursements through full compliance with federal contracting, documentation, environmental and operational requirements.

As you know, your Town has the ability to access our contracted services within state and local procurement guidelines by “piggybacking” onto another of our competitively bid local government contracts.

We look forward to further discussing the Town’s disaster debris monitoring needs and tailoring a project approach that conforms completely to your specific requirements and expectations.

I am authorized to bind the firm contractually and will serve as the contact for technical clarifications regarding our contract or services. Should you have any questions, require additional information or wish to schedule a meeting with us please feel free to contact me.

Sincerely,



Steve Branham
Executive Vice President, Government Services
Rear Admiral (Retired), United States Coast Guard



O'BRIEN'S
RESPONSE MANAGEMENT
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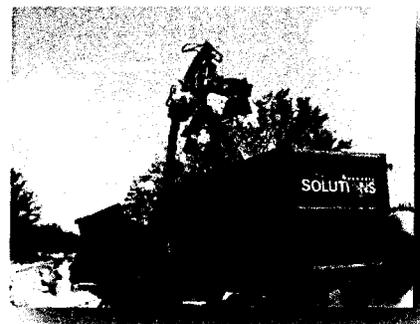
Company Profile and Qualifications

O'Brien's Response Management Inc. (O'Brien's) is a global provider of regulatory compliance, emergency preparedness, response management, disaster recovery and crisis management services to private and public sector clients. Since its inception, O'Brien's has grown steadily, in part by the strategic acquisitions of such firms as Solid Resources Incorporated (which was recently integrated into the firm and now operates as our Government Services Division) but also through the steady expansion of products and services designed to better meet the needs of our diverse clients. O'Brien's was incorporated June 15, 1983 in the State of Louisiana as O'Brien Oil Pollution Service and completed a name change to O'Brien's Response Management Incorporated on January 1, 2009. O'Brien's maintains its corporate headquarters in Brea, California, a primary office in Spring, Texas and its Government Services Division in Fort Lauderdale, Florida.

Core Services

O'Brien's retains over 160 full time employees working in eight offices nationwide which are staffed with debris management, disaster recovery and government program specialists. Our core strength is in providing regulatory compliance and emergency management support services to private sector clients and, through our Government Services Division, assisting federal, state, and local governments with a wide range of services pertaining to emergency and disaster preparedness, mitigation, response and recovery. We employ trained and experienced professional consultants with solid backgrounds in these core areas:

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



- Public Health Preparedness and Response

Parent Company and Financial Strength

O'Brien's Response Management Incorporated is a wholly-owned subsidiary of SEACOR Environmental Services and SEACOR Holdings



SEACOR Holdings Inc.

Inc., a diversified, multi-national company that owns and operates marine and aviation assets primarily servicing the oil and gas industry worldwide. SEACOR operates bulk commodity barges along the U.S. inland waterways and provides environmental response solutions to governments and industry.

Headquartered in Fort Lauderdale, Florida, SEACOR is a publicly traded company on the New York Stock Exchange under the symbol CKH. Founded in 1989 on the principles of operational quality, safety and protection of the environment, SEACOR strives to provide its customers with a highly responsive service focused on innovative technology, modern efficient equipment and dedicated highly trained professionals. SEACOR employs over 5,000 individuals who support operations that span the globe with offices and joint ventures in the United States, Latin America, Europe, West Africa, the Middle East and Central and Southeast Asia. With its diversified family of companies worldwide, including O'Brien's Response Management, SEACOR has the global strength and flexibility of resources to provide customers with the highest level of local service.

As a subsidiary of SEACOR, O'Brien's Response Management is able to leverage the financial strength and management capability of its parent company and take on projects of formidable size and complexity

Experience with Federal Funding Programs and Government Service

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

FEMA Public Assistance Program Technical Support: O'Brien's assisted over 1500 local governments, private non-profit organizations, public utilities and Indian tribal groups with the processing of their FEMA and FHWA disaster recovery claims for the four major 2005 hurricanes. We provided the FDEM with over 40 trained and experienced consultants to act as State Public Assistance Coordinators, Project Officers and Debris Specialists. Our professional consultants reviewed thousands of claims submitted to FEMA for the 2004 and 2005 disasters, wrote hundreds of original FEMA Project Worksheets, performed final inspections and closeout closeouts and provided technical assistance to local government Public Assistance applicants. In total, our firm was ultimately responsible for the administration, review, management and final inspection of \$4 billion in federal disaster recovery grants for the 2004 and 2005 Florida disasters.

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

O'Brien's has served many clients with disaster management services, including:

- FL Dept. of Transportation
- LA Dept. of Transportation
- FL Dept. of Community Affairs
- FL Div. of Emergency Mgmt.
- Bibb County, GA
- Brevard County, FL
- Broward County, FL
- Charlotte County, FL
- City of Atlantis, FL
- City of Belle Glade, FL
- City of Boca Raton, FL
- City of Bonita Springs, FL
- City of Bowling Green, FL
- City of Boynton Beach, FL
- City of Briny Breezes, FL
- City of Conroe, TX
- City of Daytona Beach, FL
- City of Delray, FL
- City of Fayetteville, AR
- City of Fort Myers Beach, FL
- City of Greenacres, FL
- City of Key West, FL
- City of Lake Worth, FL
- City of Miami, FL
- City of Palm Beach Gardens, FL
- City of Rector, AR
- City of Riviera Beach, FL
- City of South Bay, FL

hundreds of local governments throughout the State of Florida with O'Brien's assistance.

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

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

Disaster Management Training: At the request of the Florida Department of Transportation, O'Brien's Response management developed comprehensive disaster management training programs for the FDOT and conducted seminars in each its eight Districts. So successful and well-received was O'Brien's training that we were then tasked to deliver our training seminars to every local government in Florida. More than 2,000 emergency management, public works, finance, solid waste and other Florida government personnel with disaster recovery responsibilities attended our training sessions. O'Brien's

O'Brien' has assisted government clients on many major disasters, including:

- Hurricane Andrew
- Hurricane Floyd
- Hurricane Erin
- Hurricane George
- Hurricane Opal
- Hurricane Charley
- Hurricane Frances
- Hurricane Jeanne
- Hurricane Ivan
- Storm of the Century
- North Florida Wild Fires
- Hurricane Lili
- Tropical Storm Gabrielle
- Hurricane Isabel
- Hurricane Dennis
- Hurricane Katrina
- Hurricane Rita
- Hurricane Wilma
- Groundhog Day Tornadoes
- OK Ice Storms
- Mother's Day Tornadoes
- Tropical Storm Fay
- Hurricane Gustav
- Hurricane Ike
- AR Severe Winter Storm
- KY Severe Winter Storm
- And others

training included comprehensive sessions on the FEMA and FHWA disaster recovery funding programs, debris management and monitoring as well as cost documentation requirements and grants management practices for disaster recovery projects. Few other firms can match our disaster management training capabilities or level of experience.

Direct Disaster Management Consultation and Training for Local Governments

In addition to having served as the State of Florida's primary disaster recovery contractor for eight major disasters, O'Brien's also provides direct consultation, planning and training services to local governments throughout the United States and Puerto Rico. Our professional consultants have assisted many counties, school districts and cities with their FEMA reimbursement claims – from Project Worksheet formulation and review to final inspection and project closeout support. We have assisted several large clients (such as the City of Miami and Broward County Public Schools) with their efforts in navigating the FEMA Public Assistance Program and maximizing their eligible federal and state reimbursements at closeout. We also provide comprehensive training directly to our local government clients on the Public Assistance Program, the FHWA Emergency Relief Program, disaster management accounting practices, NIMS and ICS, debris management and planning and several other topics.

Disaster Debris Monitoring Experience

Unlike many firms which attempt to provide debris monitoring and planning services as a part-time adjunct to their primary, non-disaster related services, O'Brien's Response Management is fully dedicated to providing professional incident, emergency and disaster management services to private and government sector clients and specializes in debris management, planning and monitoring services. In addition to our extensive FEMA and FHWA program technical assistance and training experience, O'Brien's has served many government agencies with debris monitoring services for major and complex disaster recovery efforts, several of which involved the removal of over one-million cubic yards of debris, including our projects for the Louisiana Department of Transportation, Collier County in Florida, the City of Tulsa, the Kentucky Transportation Cabinet and others. Though we are under contract with many local and state level governments to provide debris monitoring services, the depth of our organizational, financial and personnel resources enables us to assure each of our clients that we will be there for them in the event of a major debris generating event. O'Brien's Response Management's specializes in swift and effective response to incidents, emergencies and disasters – we make it our business.

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

- Public Right of Way debris removal and monitoring,
- Vegetative debris, including stumps, hanging limbs and leaning trees,
- Construction and Demolition (C&D) debris,
- White goods and appliances,
- Waterborne debris in canals, lakes, drainage systems, marinas
- Sediments, sand, mud, seaweed,
- Abandoned and derelict vessels,
- Oil and Chemical Spills,
- Asbestos abatement, removal and disposal,
- Hazardous Materials and Waste,
- Demolition programs – homes, buildings, mobile homes, boats,
- Right of Entry Programs and Hold Harmless Agreements,
- Private Property Debris Removal, including private gated communities, mobile home parks and private roads,
- Recycling programs for disaster debris,
- Animal carcasses and putrescent debris,
- Temporary Debris Management Site permitting, set-up, management and restoration.

Emphasis on Maximizing Federal Reimbursements

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

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

- FEMA, FHWA, NRCS and HUD program compliance assurance,

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

Disaster Debris Monitoring Experience

O'Brien's Response Management is highly experienced in disaster debris management and monitoring and has a demonstrable record of successfully completing many large and complex debris monitoring projects. We consistently receive accolades from our clients attesting to the professional manner in which O'Brien's facilitated the efficient, safe and FEMA-compliant completion of their disaster debris removal projects by providing expert debris monitoring and FEMA program support services. On all of our monitoring projects, we provide FEMA and FHWA program guidance and facilitate the maximization of debris removal cost reimbursements for our clients. In total, O'Brien's has provided FEMA-compliant debris monitoring services on projects which involved the removal of over twenty-nine million cubic yards of hazardous storm debris, including substantial amounts of waterborne and marine debris, derelict vessels and demolition debris.

"From the outstanding communication and work ethic demonstrated by the [O'Brien's] on-site project manager, to the technology that allowed us to rapidly address concerns from local municipalities, (O'Brien's) never failed to provide service that was above and beyond what was expected."

Troy Roussell, P.E.

Project Engineer
LA DOTD District 08, Alexandria

Sample Debris Monitoring Projects Completed

- Kentucky Transportation Cabinet - 2009 - Severe Ice Storms
- Arkansas Wildlife Management Areas - 2009 - Ice Storms
- City of Fayetteville, Arkansas - 2009 - Ice Storms
- City of Rogers, Arkansas - 2009 - Ice Storms
- City of Rector, Arkansas - 2009 - Ice Storms
- Louisiana Department of Transportation - 2008 - Hurricanes Gustav and Ike
- City of Conroe, Texas - 2008 - Hurricane Gustav
- Lafourche Parish, Louisiana - 2008 - Hurricane Gustav and Flooding Events

- Bibb County, Georgia - 2008 - Tornados
- City of Tulsa, Oklahoma - 2007 - Ice Storms
- Collier County, Florida - 2005 - Hurricane Wilma
- Lee County, Florida - 2004 and 2005 - Hurricanes Charley and Wilma
- Hillsborough County, Florida - 2004 - Hurricanes Frances and Jeanne
- Charlotte County, Florida - 2004 - Hurricane Charley
- Palm Beach County, Florida – 2004 - Hurricanes Frances and Jeanne

As a result of our experience with large and challenging debris monitoring projects, as well as having provided debris management specialists to the State of Florida DEM and DOT to assist Public Assistance Applicants with their debris issues, we have developed a core team of disaster debris specialists with a superior working knowledge of eligibility guidelines for the FEMA, FHWA, HUD and NRCS funding programs. This enables us to ensure the highest level of reimbursements to local governments and state agencies for their disaster debris removal expenditures and offer expert assistance with debris planning and management issues.

Debris Management Planning Experience

Our deep understanding of disaster debris management challenges and approaches stems from years of sound experience in participating in major disaster recovery efforts and successfully completing complex debris monitoring projects and serving as State Public Assistance Coordinators and debris specialists; this experience makes our team particularly well qualified to assist government entities with the development of their debris management plans. O'Brien's has prepared comprehensive, FEMA-approved, all-hazards debris management plans for many clients, including the following:

- Florida Department of Transportation and six of its Districts
- Broward County Public Schools, Florida
- City of Miami, Florida
- Lee County, Florida
- Village of Virginia Gardens, Florida
- City of Sunny Isles Beach, Florida
- Collier County, Florida
- Town of Davie, Florida
- Sumter County, Florida





Scope of Services

O'Brien's is a full services disaster management firm, prepared to offer its clients the most comprehensive and professional FEMA-compliant debris monitoring services available. Below is a summary table of our basic debris monitoring services (please contact us for a full technical approach and project management plan).

Debris Monitoring and Disaster Management Services

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



Debris Monitoring and Disaster Management Services	
Task	Services and Capabilities
	<ul style="list-style-type: none">◆ Coordinate environmental authorizations◆ Base-line data collection and soil sampling◆ Manage site set-up, security and safety assurance◆ Oversee site closure and restoration◆ Load Ticket completion and management◆ Verification and certification of debris eligibility
Debris Collection Monitoring	<ul style="list-style-type: none">◆ Safety assurance and monitoring◆ Mapping of debris collection progress◆ Identification of ineligible debris◆ Assess volumetric quantities in trucks
Debris Site Monitoring	<ul style="list-style-type: none">◆ Complete and manage load tickets◆ Monitor contractor activities and equipment usage
Private Property Debris Removal	<ul style="list-style-type: none">◆ Coordinate with FEMA for authorization◆ Manage Right of Entry and Hold Harmless Agreements
FHWA ER Program Support	<ul style="list-style-type: none">◆ Track debris removal costs on Fed Aid roads separately◆ Map daily debris removal progress
Mapping and Website Support	<ul style="list-style-type: none">◆ Manage GIS enabled website to display collection progress and schedules◆ Pre-validate debris with FEMA◆ Coordinate with NRCS, USCG or other agencies◆ Marina, beaches, canals, navigable waterways, drainage systems
Waterborne Debris	<ul style="list-style-type: none">◆ Identify eligible debris and document locations◆ Monitor and document debris removal◆ Monitor and document sand sifting and seaweed removal◆ Assist with "due diligence" and tagging of boats◆ Pre-validate stumps, hanging limbs and leaning trees
Validation of Special Debris	<ul style="list-style-type: none">◆ Document locations with photographs and GPS◆ White goods removal management
Hazardous Waste	<ul style="list-style-type: none">◆ Identify and ensure proper handling and segregation



Debris Monitoring and Disaster Management Services	
Task	Services and Capabilities
Debris Recycling	<ul style="list-style-type: none">◆ Document disposal◆ Identify recycling opportunities and markets◆ Enter load ticket data daily
Data Entry and Management	<ul style="list-style-type: none">◆ Manage and organize data and produce daily reports◆ Upload data daily to website
Daily Reports and Meetings	<ul style="list-style-type: none">◆ Produce daily project status reports on debris project◆ Meet with client's representatives, FEMA, contractors
Contractor Damage Tracking	<ul style="list-style-type: none">◆ Document, report and track damages caused by contractors◆ Follow up to ensure remediation
Invoice Reconciliation	<ul style="list-style-type: none">◆ Analyze contractors invoices and reconcile with ORM's independent database◆ Approve payments on invoices◆ Work with Contractor to resolve discrepancies
Contractor Compliance	<ul style="list-style-type: none">◆ Ensure that contractors are operating within scope or work◆ Approve only FEMA-eligible debris removal work◆ Monitor and document debris final disposal
Final Disposal Confirmation	<ul style="list-style-type: none">◆ Ensure that final destinations are properly permitted◆ Track and document final disposal costs
After Action Report	<ul style="list-style-type: none">◆ Final report on all project details, issues, metrics with "lessons learned" and recommendations
Project Cost Documentation	<ul style="list-style-type: none">◆ Provide client with full set of original load tickets, reports, logs, photographs, tipping fee receipts, invoices, etc.◆ Identify and document damages and recovery costs◆ Assist with preparation of federal claims
FEMA and FHWA Program Support	<ul style="list-style-type: none">◆ Assist with appeals to FEMA or FHWA decisions◆ Grants management for all response and recovery projects◆ Prepare FEMA projects for final inspection and closeout

Resources Ready to Deploy

O'Brien's is dedicated to preparing for a rapid response to all of our clients' disaster response and recovery needs and we maintain all of the supplies and equipment necessary to initiate a debris monitoring project in pre-packaged bundles for rapid deployment to any disaster area in the United States.

- **Mobile Command Units** – O'Brien's maintains four modified RV-style vehicles equipped with a generator, computers, printers, communication equipment and sleeping quarters, which allows our management team to deploy rapidly and to be self-sufficient
- **Laptop and Desktop Computers** - and Portable Servers and Printers ready to deploy.
- **Generators** – to power computers and recharge handheld devices.
- **Cell Phones** – All of O'Brien's project management team members are issued company Blackberries with internet, email, voice and texting communication capabilities.
- **Handheld GPS Units** - for precise recording of debris collection locations.
- **Digital Cameras** - with large capacity memory cards.
- **Safety Equipment** – hard hats, safety vests, traffic flags and cones, medical kits.
- **Office Supplies** – folding chairs and tables, file cabinets, staplers, folders, etc.
- **Field Supplies** – measuring tapes, spray paints, ladders, plastic boxes, batteries, etc.
- **Forms and Documents** – Load tickets, truck certification forms, truck placards, time sheets, tower monitor logs, incident reports, load ticket summary forms, etc.

We can guarantee our ability to expeditiously mobilize fully equipped and experienced debris monitoring project management teams within twenty four hours of notification, which will immediately initiate and implement professional, FEMA-compliant monitoring and documentation of disaster debris clearance and removal operations.



Debris Monitoring Staffing Options and Roles

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

Monitoring Project Positions and Responsibilities



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



Monitoring Project Positions and Responsibilities

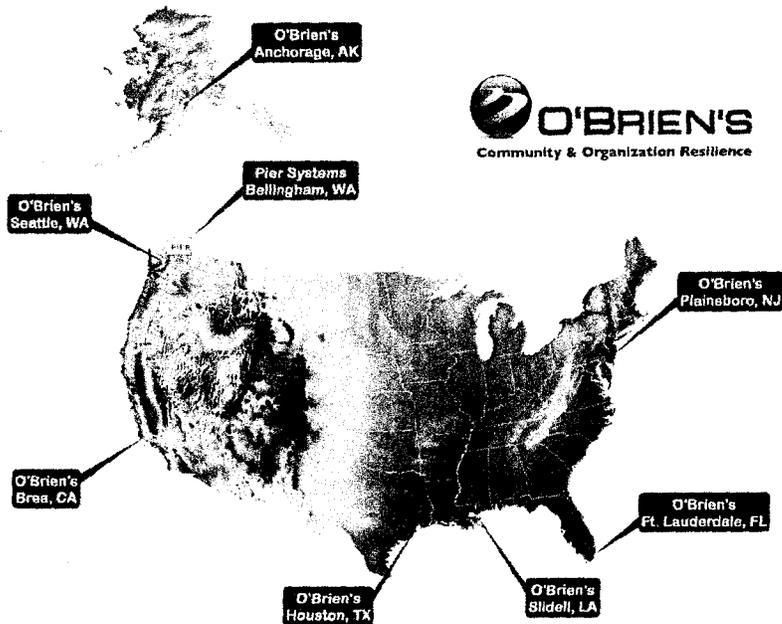
Position	Number	General Responsibilities
Damages Reporting and Remediation Coordinator	One to four	<ul style="list-style-type: none"> ◆ Track damages caused by contractors ◆ Report damages daily to UBCS, contractor, Debris Manager ◆ Follow up to ensure remedial actions taken ◆ Liaison with residents on persistent issues ◆ Coordinate with the Client's Public Information Officer
Public Information Support Manager	One	<ul style="list-style-type: none"> ◆ Assist in the development and dissemination of public information regarding the debris project ◆ Establish and manage call centers or websites ◆ Assign monitoring crews to work locations ◆ Coordinate schedules and assignments with debris removal contractors
Scheduler/Expediter	One	<ul style="list-style-type: none"> ◆ Monitor and regulate staffing levels ◆ Direct and plan debris removal schedules ◆ Mapping debris locations, removal routes and removal progress
GIS Analyst	One, as needed	<ul style="list-style-type: none"> ◆ Developing web-based mapping and debris tracking systems ◆ Coordinate with all field supervisors daily
Lead Field Supervisor	One, as needed	<ul style="list-style-type: none"> ◆ Manage daily scheduling and assignments of Supervisors ◆ Impose Quality Control on field operations ◆ Supervise O'Brien's monitors in the field
Field Supervisors	One per fifteen to twenty monitors	<ul style="list-style-type: none"> ◆ Interface with FEMA debris monitors ◆ Provide Quality Control at loading sites ◆ Coordinate field operations with removal contractors
Debris Site/Tower Monitors	Two or three per site	<ul style="list-style-type: none"> ◆ Resolve personnel issues ◆ Assess and quantify debris loads ◆ Monitor site for safety and efficiency ◆ Finalize load tickets ◆ Maintain Tower Logs
Environmental Specialist	One, as needed	<ul style="list-style-type: none"> ◆ Assist in securing debris site permits ◆ Perform debris site base line analysis and documentation ◆ Monitor project and sites for environmental compliance and issues
Collection Site Monitor	Dependent on project demands – up to 1000 or more	<ul style="list-style-type: none"> ◆ Inspect debris collection activities of contractors ◆ Certify that debris is storm-related and eligible for FEMA reimbursement ◆ Fill out load tickets with loading site and contractor information



Monitoring Project Positions and Responsibilities

Position	Number	General Responsibilities
Roving Monitors and QA/QC Inspectors	Dependent on project demands	<ul style="list-style-type: none"> ◆ Record GPS locations of certain debris ◆ Measure and record locations of tree stumps ◆ Document leaning tree and hanging branch removal ◆ Manage hazardous waste removal ◆ Supervise collection of White Goods ◆ Assist with debris mapping and zone closure ◆ Identify and record ineligible debris ◆ Divert traffic around debris loading areas when needed
		<ul style="list-style-type: none"> ◆ Manage truck ingress and egress from debris sites ◆ Set-up and manage sites ◆ Verify and record proof of residency ◆ Monitor outbound loads and issue load tickets ◆ Manage and supervise data entry staff ◆ Impose Quality Control over ticket management and data entry
Traffic Control	Variable	<ul style="list-style-type: none"> ◆ Produce daily metrics reports ◆ Assist with Invoice Reconciliation ◆ Inspect each load ticket for errors or omissions and report issues to supervisors for remediation
Citizen/Resident Drop-off Site Monitors	As needed	<ul style="list-style-type: none"> ◆ Transfer information from load ticket to data base ◆ Scan each ticket to make electronic copy ◆ Organize, sort and bind tickets in daily packages ◆ Staff debris "hot line" and respond to public concerns, complaints or questions ◆ Respond to emails from the public ◆ Inspect and audit contractor's invoices ◆ Reconcile invoices with load ticket summary ◆ Verify accuracy of invoices ◆ Coordinate with contractors to rectify errors ◆ Approve invoices and authorize payment ◆ Produce summary reports for each invoice including back up data and documents
Data Manager	One	
Data Entry Clerks	Generally two to ten, depending on volume	
Call Center or Website Staff	As needed	
Billing and Invoice Analyst and Manager	One	
Clerical Assistant	One or two as needed	<ul style="list-style-type: none"> ◆ Manage and organize all project documentation ◆ Scan all project cost documents ◆ Track monitoring costs and compile time sheets

Primary Offices



ALASKA

O'Brien's Response Management Inc.
PMB 546
205 E Dimond Blvd.
Anchorage, AK 99515-1909
Phone: 1-907-677-1885
Cell: 1-907-947-6849

CALIFORNIA

O'Brien's Response Management Inc.
Corporate Offices
2929 E. Imperial Hwy., Suite 290
Brea, CA 92821-6729
Phone: 714-577-2100
Fax: 714-577-2118

FLORIDA

O'Brien's Response Management Inc.
2200 Eller Drive
Fort Lauderdale, FL 33316
Phone: (954)523-2200
Fax: (954) 527-1772

LOUISIANA

O'Brien's Response Management Inc.
2000 Old Spanish Trail, Suite 210
Slidell, LA 70458-8680
Phone: 985-781-0804
Fax: 985-781-0580

NEW JERSEY

O'Brien's Response Management Inc.
103 Morgan Lane, Suite 103
Plainsboro, NJ 08536-3339
Phone: 609-275-9600
Fax: 609-275-9444

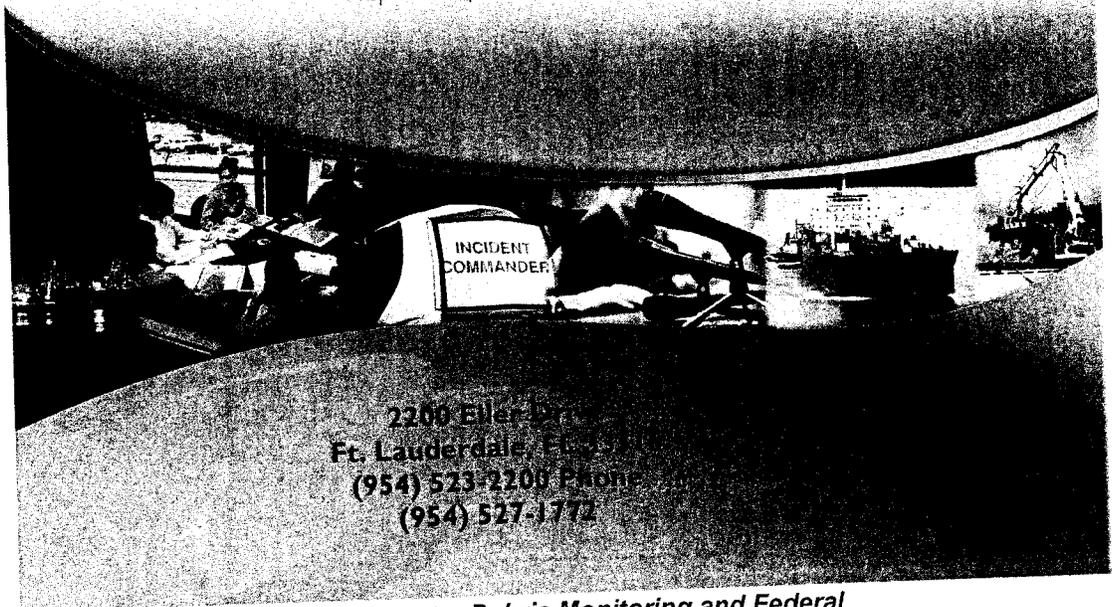
TEXAS

O'Brien's Response Management Inc.
6620 Cypresswood Drive, Suite 200
Spring, TX 77379-7748
Phone: 281-320-9796
Fax: 281-320-9700

24-HOUR EMERGENCY LINE:
(985) 781-0804

Our Mission Statement

O'Brien's Response Management provides the highest quality compliance, prevention, preparedness, response and recovery services. We stand ready at all times to respond to our clients' needs in the most cost-effective and efficient manner. The ethical and responsible protection of people, the environment and the clients' assets and reputation are measures of our success.



2200 Eller Dr.
Ft. Lauderdale, FL 33309
(954) 523-2200 Phone
(954) 527-1772

*Comprehensive Disaster Debris Monitoring and Federal
Recovery Programs Management Services*

This Contract is made as of the 8th day of June 2010 by and between Orange County, a Political Subdivision of the State of Florida, by and through **its Board of County Commissioners**, hereinafter referred to as the COUNTY, and **O'Brien's Response Management, Inc.** a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is **72-0978746**.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of **Disaster Debris Monitoring Services**, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be **Ralphetta Aker**, telephone no. **407-836-8011**.

ARTICLE 2 - SCHEDULE

Contract initial performance period shall be three (3) years from date of award. This contract may be renewed, by mutual agreement, for two (2) additional one (1) year periods up to a cumulative total of **five (5) years** at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CONSULTANT shall be paid for services rendered and accepted in accordance with the hourly rates specified in Exhibit "B". The CONSULTANT will notify the COUNTY, in writing, when 90% of the estimated contract amount of any order issued has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract number. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.
- C. All requests for payment under this contract shall identify the positions, hourly rate, and the specific individual(s) for which the billing applies. The hourly rate shall include all costs, including overhead, and profit. No costs for travel and associated expenses shall be incurred without the express written approval of the County. Costs for approved travel, per diem or mileage expenses shall be in strict accordance with Section 112.061, Florida Statute and Exhibit "C". No travel expenses, mileage, per diem, meals, rental car allowances and/or lodging shall be applicable to local residents. Local residents are those domiciled in Orange, Seminole, Lake or Osceola Counties.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards

2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONSULTANT's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
- D. Continue and complete all parts of that work that have not been terminated.

Neither CONSULTANT nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONSULTANT or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONSULTANT is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONSULTANT, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONSULTANT thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONSULTANT remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONSULTANT contract dollar amount(s) for the M/WBE sub-CONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONSULTANT shall ensure that the M/WBE participation percentage proposed in the CONSULTANT's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated

representative, within ten (10) days after COUNTY'S execution.

- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONSULTANT shall furnish written documentation evidencing actual dollars paid to **all sub-CONSULTANTS** utilized by the prime CONSULTANT on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONSULTANT prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-CONSULTANT's subcontract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-CONSULTANT evidencing their concurrence with the termination. In the event a certified M/WBE sub-CONSULTANT's subcontract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-CONSULTANT, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- D. It is the intent of the COUNTY to insure prompt payment of all sub-CONSULTANTS working on COUNTY projects. The CONSULTANT shall:
 - 1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-CONSULTANTS to the Business Development Division.
 - 2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-CONSULTANTS certifying that a prompt payment clause has been included in that contract or purchase order.
 - 3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-CONSULTANTS (including those with non-M/WBE's) stating that payment will be made to the sub-CONSULTANT within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-CONSULTANT for all work covered under an invoice within the 72 hour time frame.

By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT/CONTRACTOR to

comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Purchasing and Contracts.

ARTICLE 9 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 11 - INSURANCE REQUIREMENTS:

VENDOR/AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by VENDOR/AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by VENDOR/AGENCY under this contract.

The VENDOR/AGENCY shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

1. Workers' Compensation - The VENDOR/AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than

\$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any VENDOR/AGENCY using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**

2. **Commercial General Liability - The VENDOR/AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than ~~\$2,000,000~~ per occurrence. VENDOR/AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.**
3. **Business Automobile Liability - The VENDOR/AGENCY shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than ~~\$1,000,000~~ per accident. In the event the VENDOR/AGENCY does not own automobiles the VENDOR/AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.**
4. **Pollution Legal Liability and On-Site Cleanup- The Contractor agrees to maintain Contractor's Pollution Legal Liability and On-site Cleanup with a limit of not less than two million (\$2,000,000) per occurrence on a per-project basis.**

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of VENDOR/AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the VENDOR/AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the VENDOR/AGENCY agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the VENDOR/AGENCY of the obligation to provide replacement coverage.

By entering into this contract VENDOR/AGENCY agrees to provide a waiver of subrogation or waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the VENDOR/AGENCY to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR/AGENCY agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

VENDOR/AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured - Designated Person or Organization

endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.

Prior to execution and commencement of any operations/services provided under this contract the VENDOR/AGENCY shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the VENDOR/AGENCY shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the VENDOR/AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

INDEMNIFICATION- VENDORS:

To the fullest extent permitted by law, the VENDOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the VENDOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)

The VENDOR/AGENCY shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The VENDOR/AGENCY must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

http://www.orangecountyfl.net/cms/DEPT/countyadmin/risk/safety-health_manual.htm

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - UNIFORM COMMERCIAL CODE (APPLICABLE ONLY IF CONTRACT IS FOR THE PURCHASE OF GOODS)

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONSULTANT and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its sub-CONSULTANTS and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its sub-CONSULTANT'S fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

ARTICLE 18 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall establish and maintain a reasonable accounting system, which enables ready identification of CONSULTANT'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONSULTANT or its sub-CONSULTANTS as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONSULTANT'S place of business. This right to audit shall include the CONSULTANT'S sub-CONSULTANTS used to procure goods or services under the contract with the COUNTY. CONSULTANT shall ensure the COUNTY has these same rights with sub-CONSULTANT(s) and suppliers.

Temporary Storage of Documents – Provide storage of daily or disaster-related documents and Reports for protection during the disaster event.

ARTICLE 23 – EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONSULTANT shall abide by the following provisions:

- (a) The CONSULTANT shall represent that the CONSULTANT has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The CONSULTANT shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporate by the CONSULTANT into the contracts of any applicable subcontractors.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be

entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29 – WELFARE RECIPIENTS

CONSULTANT has committed to hire one (1) welfare recipients residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall provide the names of individuals hired with verification from One Stop Career Center, 5166 East Colonial Drive, Orlando, Florida 32803 (Attention: Joyce Hinton) Phone 407-445-5305 ext. 4022. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the contract shall provide verification of the replacement worker's status from the One Stop Career Center. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE 30 - CONTRACT AWARD

The County reserves the right to award one or more contracts for this service if this action is determined to be in its best interest.

ARTICLE 31 - CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/CONSULTANT against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/CONSULTANT believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/CONSULTANT."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor/CONSULTANT. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Contractor's/CONSULTANT's written request for a final decision. The Purchasing and Contracts Manager's decision shall be final and conclusive.

The Contractor/CONSULTANT shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

ARTICLE 32 - TOBACCO FREE CAMPUS

Effective January 1, 2010, virtually all Orange county operations under the Board of County Commissioners will effectively become tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 33 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 34 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Johnny M. Richardson, Manager, CPPO, CFCM

Orange County Purchasing and Contracts Division

400 E. South Street, 2nd Floor

Orlando, Florida 32802-1393

Phone#: (407) 836-5635 Fax #: (407) 836-5899

and if sent to the CONSULTANT shall be mailed to:

Mr. K. Tim Perkins, CEO

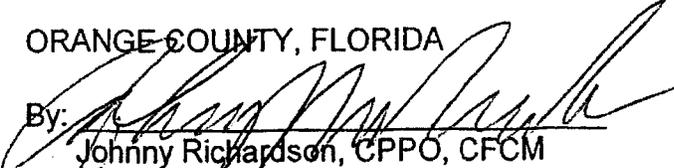
555 Winderley Place, Suite 220

Maitland, Florida 32751

Phone #407-702-1172 Fax #407-702-1764

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

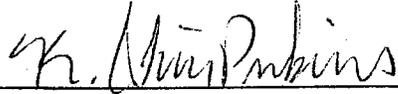
ORANGE COUNTY, FLORIDA

By: 
Johnny Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Division

6-8-10
Date

CONSULTANT:

By: O'Brien's Response Management, Inc.
Company Name


Signature

K. Tim Perkins
Typed Name

CEO
Title

April 30, 2010
Date

Y10-114A

DISASTER DEBRIS MONITORING SERVICES

Consultant

O'BRIEN'S RESPONSE MANAGEMENT, INC.

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE



5/4/2010

PRODUCER: Aon Risk Services of the Northeast 199 Water Street, 30th Floor New York, NY 10038	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	COMPANIES AFFORDING COVERAGE	
INSURED: O'Brien's Response Management 2929 E. Imperial Highway, Suite 290 Brea, CA 92821	COMPANY A	STARR INDEMNITY & LIABILITY COMPANY
	COMPANY B	ZURICH AMERICAN INSURANCE COMPANY
	COMPANY C	
	COMPANY D	
	COMPANY E	UNITED STATES FIDELITY AND GUARANTY CO.
	COMPANY F	CHARTIS SPECIALTY INSURANCE COMPANY
	COMPANY G	

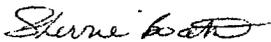
COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	MASILNY00012310	4/8/2010	4/8/2011	GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIAB.				PRODUCTS-COMP/OP AGG	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1,000,000	
					FIRE DAMAGE (ANY ONE FIRE)	\$ 50,000	
					MED. EXP. (ANY ONE PERSON)	\$ 5,000	
B	AUTOMOBILE LIABILITY	BAP 9323983	5/3/2010	5/3/2011	COMBINED SINGLE LIMIT (each)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (per person)		
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (per accident)		
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (per accident)		
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
C	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE		
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.				EXCESS OF	UNDERLYING	
D	U.S. LONGSHORE & HARBOR WORKERS (Compensation Risks)				<input checked="" type="checkbox"/> STATUTORY	<input type="checkbox"/> OTHER	
E	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE:	D274W00704	10/1/2009	10/1/2010	<input checked="" type="checkbox"/> STATUTORY	<input type="checkbox"/> OTHER	
						EL EACH ACCIDENT	\$ 1,000,000
					<input type="checkbox"/> INCLUDED	EL DISEASE - EACH EMPLOYEE	\$ 1,000,000
					<input type="checkbox"/> EXCLUDED	EL DISEASE - POLICY LIMIT	\$ 1,000,000
F	CONTRACTORS POLLUTION / E&O	COPS 195-5121	5/3/2010	5/3/2011	LIMIT (ANY ONE OCCURRENCE)	\$ 1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

Contract #Y10-114-A - Disaster Debris Monitoring Services
 Orange County is included as an additional insured on GL and AL with respects to liability arising from the operations of the named insured. A waiver of subrogation is granted on WC in favor of Orange County

CERTIFICATE HOLDER Orange County Board of County Commissioners Purchasing & Contracts Division 406 E. South Street Orlando, FL 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE BY: 

Y10-114A

DISASTER DEBRIS MONITORING SERVICES

Consultant

O'BRIEN'S RESPONSE MANAGEMENT, INC.

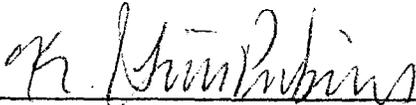
DRUG-FREE WORKPLACE FORM

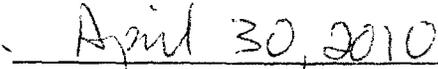
DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that O'Brien's Response Management, Inc. does:
Name of Business

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

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


Bidder's Signature


Date

Y10-114A

DISASTER DEBRIS MONITORING SERVICES

Consultant

O'BRIEN'S RESPONSE MANAGEMENT, INC.

EXHIBIT "A"
SCOPE OF WORK

"EXHIBIT A"

SCOPE OF WORK

DISASTER DEBRIS MONITORING CONTRACT

I. BACKGROUND

Orange County is located in Central Florida, USA and has a population of 1,108,882 citizens based upon current (January 2005) County records. The County encompasses 988.82 square miles or 639,863.67 acres of which 505,289.95 acres are unincorporated and 133,928.19 are incorporated (municipalities). The County has 5,113 miles of improved and maintained roadway, which includes all County, State, Expressway and Municipality roadways.

The County requires the services of a debris-monitoring Consultant/Contractor to support the oversight and management of debris recovery contractors. Also, the Consultant/Contractor will provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the County. Other services may include facilitating communication with FEMA, FHWA, the State of Florida and other federal agencies, and coordination with state insurance representatives.

II. SCOPE

A. DEBRIS MONITORING SERVICES

1. Disaster Response Administrations and Documentation

Upon notification by the County, the Consultant/Contractor will provide the following services:

A Project Manager who shall be responsible for the overall monitoring of debris contractors and the management of the Consultant/Contractor's monitoring team shall be the County's point-of-contact. At the availability of the County the Project Manager will be physically located in the Emergency Operations Center (EOC) or other location specified by the County. The Project Manager shall assign an operations manager to oversee each debris recovery contractor. The Project Manager will be supported by the full array of resources to enhance efficiency and expedite deliverables. The Project Manager's responsibilities include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the County.
- b. Scheduling work for all team members and contractors on a daily basis.
- c. Scheduling and managing field staff.
- d. Monitoring recovery contractors progress and making/implementing

- recommendations to improve efficiency and speed up recovery work.
- e. Assisting the County with responding to public concerns and comments.
 - f. Conducting safety inspections.
 - g. Ensuring compliance with contracts by all subcontractors.
 - c. Scheduling and running periodic meetings with field staff and contractors.
 - d. Oversight of the FEMA/FHWA reimbursement process and procedures.

A project **management team** consisting of the following members at a minimum shall be established:

- i. Project Manager
- ii. Operations Managers
- iii. FEMA Coordinator
- iv. Scheduler/Expeditors
- v. GIS Analyst
- vi. Computer Analyst
- vii. Field Supervisors
- viii. Debris Site/Tower Monitors
- ix. Environmental Specialist
- x. Project Inspectors (Citizen Site Monitors)
- xi. Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
- xii. Billing and Invoice Analysts
- xiii. Administrative Assistants
- xiv. Field Coordinators (Crew Monitors)

The Consultant/Contractor may use other required positions as necessary with the written approval of the County's Project Manager. All such positions and applicable hourly rates shall be listed in the cost proposal form.

B. Services Provided by Consultant/Contractor Include:

1. Operational Reports and Record Documentation

The Consultant/Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 8:00 a.m. to a distribution list established by the County Project Manager. Each daily report submitted will contain the following minimum information:

- a. Contractor name
- b. Contract number
- c. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled. All tickets are to be verified for correctness within 24 hours of debris pick up.
- d. In order to have consistency, a reporting structure and format shall be provided to the Contractor/Consultant and to the contract by the County.
- e. GIS mapping data updates and digitized reports.
- f. All GIS layers required will be provided to the Contractor by Orange County Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in field structure. All GIS data must be in an ESRI format 8.3 or higher version. Personnel geodatabase is acceptable.
- g. Data exports on a monthly basis should be at a minimum SQL server version 2008 or Oracle version 11g.
- h. Scanned documents should be at a minimum 300 dpi and in jpg, tiff or PDF file format.
- i. The Consultant/Contractor shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing. Such documentation shall be Digitized along with all source documentation (such as load tickets) and supplied to the County with each invoice.
- j. The Consultant/Contractor will prepare and submit detailed cost reimbursement form for overhead expenses. These will be documented with backup point-of-sale receipts and confirmations to the greatest extent possible (i.e. lodging receipts, rental agreements, equipment logs, mileage logs, per diem daily registers, etc.).

2. **Technical Expertise and Guidance – As directed by the County, the Consultant/Contractor shall provide:**

- a. A comprehensive emergency management plans to include plan development; plan review, and plan revisions.
- b. Damage assessment to include plan development, procedure development, staff training, and staff augmentation.
- c. Damage assessments of facilities.
- d. A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- e. Development of debris plan to include staff training.
- f. Project management to include the formulation and management of permanent work projects, task force management and management services for Commissions, Boards and Panels.
- g. Technical support and assistance in developing public information.
- h. Other reports and data as required by the County.
- i. Aerial photographs per Orange County Public Works specifications will be flown monthly (of the debris sites or other areas as designated or requested by the County).

C. **Other Services – As directed by the County, the Consultant/Contractor may provide the following:**

1. **Training and Assistance:** Sessions for all key County personnel and assistance in all Disaster debris recovery-planning efforts as requested.
2. **Preliminary Damage Assessment:** Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster.

3. Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the County. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
4. Digitization of all source documentation (such as load tickets and supplies to the County with each invoice).

D. Final Report

A final report will be prepared by the Consultant/Contractor and will be submitted to a distribution list as established by the County Project Manager within 30 days of completion of the recovery operations. Recovery Operations includes remediation of sites, closure of sites and conclusions of all related operations. At a minimum, the following information will be included in this report:

1. Discussion of disaster response requirements and results.
2. Recommendations for future disaster response strategies.
3. Stopping work in progress that is not being performed or documented in the appropriate manner.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
5. Checking work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.
6. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
7. Maintaining digital photo documentation of recovery work on a weekly basis.
8. Aerial Photography on a monthly basis.

E. Meetings and Communications

Open, timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, Consultant/Contractor will meet with County representatives as directed by and coordinated with the County.

Consultant/Contractor will attend a pre-proposal conference for the debris recovery contractors, if so directed by the County, and will convene and attend regular progress and coordination meetings, as appropriate. The Consultant/Contractor must provide minutes of all meetings. Minutes shall be provided within three (3) business days after the meeting occurs.

G. Field Monitoring

Consultant/Contractor will provide a **quality control team** consisting at a minimum of two monitors per site and one monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the County through their management team. They shall be equipped with state-of-the art technology, which include digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

1. Response Time/Mobilization

The Consultant/Contractor shall comply with the following requirements:

- a. Reporting to EOC – The project manager and at his discretion other key personnel shall report to the EOC at a minimum of 24 hours prior to a hurricane event. For other natural or manmade disasters the Consultant/Contractor shall report within six (6) hours after notification.
- b. Debris Sites – The Consultant/Contractor shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum monitoring shall consist of the following personnel:
 1. Two staff per debris site
 2. One staff per debris recovery crew

2. Responsibilities of the Quality Control Team:

The responsibilities of the quality control team include:

- a. Documenting daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
- b. Inspecting means and methods to measure and record work and recommending changes that may be needed.
- c. Stopping work in progress that is not being performed or documented in the appropriate manner.

- d. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- e. Checking work in process to make sure that the proper work authorizations, permits, and other prerequisites has been received.
- f. Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
- g. Maintaining digital photo and GPS documentation of recovery work on a weekly basis.
- h. Aerial Photography on a monthly basis.

H. REVIEW, PERMITS, LICENSES AND CERTIFICATES

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Consultant/Contractor will work closely with the County and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, The Consultant/Contractor will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work include, but may not be limited to the following:

1. **Environmental Permits** – asbestos/lead paint abatement, construction permit, demolition permits
2. **Clean Air Act (Emissions) Permits** – burn permit (air curtain incinerators), stack-monitoring permit, fugitive emissions (dust) control permit.

I. ASSESSMENT OF DEBRIS ACCUMULATION IN DRAINAGE CANALS

Consultant/Contractor will assist the County in assessing and documenting the debris accumulation and damage in Orange County Drainage canals and provide the County with a GIS map depicting canals requiring focused maintenance, with GIS files and maps.

J. EVENT CLOSURE

Consultant/Contractor will assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors. The Consultant/Contractor will assist in reviewing and processing requests for payment by

the disaster debris removal contractors.

K. SCHEDULE

Consultant/Contractor will provide continuous services for a not-to-exceed fee (to be negotiated) and for the period specified in the notice to proceed. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on Form A-1 herein. Should these services be required for a longer period, Consultant/Contractor will prepare and submit a proposal for additional costs, consistent with the rates in the Cost Proposal Forms. A revised cost will be negotiated.

Consultant/Contractor will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the Project Manager will provide daily updates on debris removed and estimate the time remaining for job completion.

END OF SCOPE

Y10-114A

DISASTER DEBRIS MONITORING SERVICES

Consultant

O'BRIEN'S RESPONSE MANAGEMENT, INC.

EXHIBIT "B"
COST PROPOSAL

**COST PROPOSAL FORM
RFP # Y10-114-CH**

The hourly rates shall include all costs, all applicable overhead and profit (excluding lodging, meals, and transportation).

I	<u>POSITIONS</u>	<u>HOURLY RATES</u>	<u>HOURS*</u>	<u>TOTAL</u>
	(Key Positions – Provide resumes for the project manager and operations manager. Provide job descriptions for other key positions listed, per Form E)			
	Project Manager	\$ <u>75.00</u>	220	\$ <u>16,500</u>
	Operations Managers	\$ <u>65.00</u>	260	\$ <u>16,900</u>
	FEMA Coordinator	\$ <u>98.00</u>	40	\$ <u>3,920</u>
	Scheduler/Expeditors	\$ <u>45.00</u>	260	\$ <u>11,700</u>
	GIS Analyst	\$ <u>80.00</u>	40	\$ <u>3,200</u>
	Computer Analyst	\$ <u>80.00</u>	40	\$ <u>3,200</u>
	Field Supervisors	\$ <u>53.00</u>	580	\$ <u>30,740</u>
	Debris Site/Tower Monitors	\$ <u>33.00</u>	4,800	\$ <u>158,400</u>
	Environmental Specialist	\$ <u>80.00</u>	60	\$ <u>4,800</u>
	Project Inspectors (Citizen Site Monitors)	\$ <u>30.00</u>	10,800	\$ <u>324,000</u>
	Load Ticket Data Entry Clerks (QA/QC)	\$ <u>28.00</u>	6,000	\$ <u>168,000</u>
	Billing/Invoice Analysts	\$ <u>30.00</u>	150	\$ <u>4,500</u>
	Administrative Assistants	\$ <u>15.00</u>	390	\$ <u>5,850</u>
	Field Coordinators (Crew Monitors)	\$ <u>30.00</u>	21,600	\$ <u>648,000</u>

ESTIMATED TOTAL AMOUNT: \$ 1,399,710.00

II. OTHER REQUIRED POSITIONS

(Proposer may include other positions, with hourly rates and attach job description for each position, per Form E).

<u>POSITION</u>	<u>HOURLY RATES</u>	<u>TOTAL</u>
_____	\$ _____	\$ _____

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month. These numbers will be used for proposal evaluation purposes and accepted hourly rates will be incorporated into the resultant contract.

Prices for Additional Services Specified in the RFP

Technical Assistance, Planning and Guidance

O'Brien's Response Management, as an full service disaster management firm, is fully qualified to provide the County with a range of technical assistance, planning, mitigation, damage assessment and other services, as specified in its Request for Proposals. Below are our proposed hourly rates for various tasks. Plan development services for debris management, emergency management and mitigation may also be "lump summed" at prices to be negotiated, if the County prefers.

<u>Position</u>	<u>Hourly Rates</u>
FEMA Public Assistant Coordinator	\$ 120.00
Technical Writer and Planner	\$ 98.00
Public Information Officer	\$ 78.00
Engineer	\$ 90.00
Mitigation Specialist	\$ 98.00
FEMA / FHWA Specialist	\$ 98.00
FEMA PA Project Officer	\$ 98.00
Disaster Management Trainer	\$ 98.00
Damage Assessments	\$ 78.00
Debris Management Consultant	\$ 78.00
Administrative Assistants	\$ 15.00
Aerial Photographs: Direct Pass Through	

Services at No Cost Included with Debris Monitoring Contract

- * Annual coordination and planning "table top" exercise with removal contractors
- * Review of current debris plans, public information and local ordinances and codes
- * Review and analysis of current debris removal contracts
- * Temporary debris management site review and consultation
- * Debris forecast for hurricane scenarios (USACE modeling)
- * Review of any open FEMA Projects to identify additional funding opportunities
- * Consultation on debris or disaster management related matters via phone
- * Regular updates on federal or state disaster-related regulatory policy changes

Y10-114A

DISASTER DEBRIS MONITORING SERVICES

Consultant

O'BRIEN'S RESPONSE MANAGEMENT, INC.

EXHIBIT "C"

**ORANGE COUNTY TRAVEL AND SUBSISTENCE
POLICY AND ALLOWANCES**

EXHIBIT "C"

ORANGE COUNTY TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

1. Reimbursement for air fare shall be based on coach rates. First class rates will only be approved if the County required an expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be 44.5 cents per mile. Local mileage not allowed.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. The **CONSULTANT** shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be \$80.00 per diem or the actual expenses for lodging at a single room rate at a "non-resort" type hotel located in the vicinity of the **COUNTY'S** administrative offices.
5. Meals shall be reimbursed as follows:

A.	Breakfast	\$ 6.00
B.	Lunch	\$11.00
C.	Dinner	\$19.00

Reimbursement for meals shall not apply to local employees of the **CONSULTANT**.

6. Other necessary identifiable travel expenses such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation. These should be reconciled to the monthly invoice.

NOTE: THE COST OR EXPENSE FOR MEALS, VEHICLE MILEAGE, TOLLS, PARKING OR TAXIS, IF INCURRED WITHIN ORANGE COUNTY, SHALL NOT BE ELIGIBLE FOR REIMBURSEMENT.

REV:9/06

EXHIBIT 3

Hurricane Debris Monitoring 2011

Contract Term:

BARNES, FERLAND AND ASSOCIATES

11/3/09-11/3/2012

CALVIN, GIORDAN O & ASSOCIATES

2/25/11-2/25/2013

POST, BUCKLEY, SCHUH & JERNIGAN, INC.

5/7/10-5/7/2013

O'BRIEN'S

6/8/10-6/8/2013

Hourly Rate

Onsite Project Manager	ranking	2	\$100	4	\$120	3	\$105	1	\$75
Operations Manager	ranking	4		3	\$110	2	\$95	1	\$65
Site or Area Supervisor	ranking	1	\$65	2	\$100	3		3	
Tower Monitor	ranking	3	\$42	4		2	\$40	1	\$33
Administrative Support Staff	ranking	2	\$32	4	\$55	3	\$35	1	\$15
Billing/Invoice/Data Manager	ranking	2	\$55	3	\$60	4	\$75	1	\$30
Scheduling/Routing Manager	ranking	2	\$60	4		3	\$65	1	\$45
Field Supervisor	ranking	2	\$60	4		3	\$75	1	\$53
GIS Operator	ranking	1	\$75	4		2	\$80	2	\$80
Field Monitor (Crew Monitor)	ranking	2	\$37	3	\$65	4		1	\$30
Enviromental Specialist	ranking	4		3	\$100	2	\$82.50	1	\$80
Computer Analyst	ranking	3		3		1	\$80	1	\$80
Load Ticket data Entry Clerks (QA/QC)	ranking	4		3	\$55	2	\$35	1	\$28
Project Inspectors (Citizen Site Monitors)	ranking	3		3		2	\$40	1	\$30
FEMA Coordinator	ranking	3		3		1	\$90	2	\$98
Total overall ranking		38		50		37		19	

EXHIBIT 4

PBS&J
2009 Labor Rates For Debris Monitoring Personnel

<u>Classification</u>	<u>Cost/Hour</u>
	<u>Local</u>
Project Manager	\$120
Operations Managers	\$85
FEMA Coordinator	\$100
Scheduler/Expeditors	\$60
GIS Analyst	\$75
Field Supervisors	\$65
Debris Site / Tower Monitors	\$45
Environmental Specialist	\$98
Project Inspectors (Citizen Site Monitors)	\$40
Load Ticket Data Entry Clerks (QA/QC)	\$35
Billing/Invoice Analysts	\$65
Administrative Assistants	\$35
Field Coordinators (Crew Monitors)	\$45
Deputy Project Manager	\$120
Legal Specialist	\$110
FEMA Grants / Training Specialists	\$80
Emergency Management Planning	\$120
Damage Assessment / Cost Estimation	\$80

Notes:

Labor rates include all audited company overhead, fringe and routine operational expenses, e.g. copies, reproductions, shipping, communications, and computer charges.

Consultant's employees & subconsultants not residing within 30 miles of job location will be entitled to reimbursement for expenses. Consultant will invoice client for travel, lodging, meals and other miscellaneous expenses at rates not to exceed federal GSA rates for the project area.

Local part-time employees, trained and supervised by CONSULTANT, shall be utilized to the maximum extent practical for field monitoring, staging monitoring and data entry. Consultant will control level of training to client.